CITY COUNCIL REGULAR MEETING AGENDA
A M E N D E D

REGULAR COUNCIL MEETING
TUESDAY
APRIL 19, 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.

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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 SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI

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. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes**: City Council Regular Meeting of May 19, 2020, Regular Meeting of June 2, 2020, Regular Meeting of June 16, 2020, Regular Meeting of June 17, 2020, Work Session of June 30, 2020, Regular Meeting of July 7, 2020, Regular Meeting of August 18, 2020, Special Meeting (Executive Session) of January 11, 2022, Special Meeting (Executive Session) of January 18, 2022, Special Meeting (Executive Session) of January 25, 2022, Special Meeting (Executive Session) of February 1, 2022, Special Meeting (Executive Session) of February 8, 2022, Special Meeting (Executive Session) of February 15, 2022, Special Meeting (Executive Session) of February 22, 2022, Special Meeting (Executive Session) of March 8, 2022, and Special Meeting (Executive Session) of March 29, 2022.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of May 19, 2020, Regular Meeting of June 2, 2020, Regular Meeting of June 16, 2020, Regular Meeting of June 17, 2020, Work Session of June 30, 2020, Regular Meeting of July 7, 2020, Regular Meeting of August 18, 2020, Special Meeting (Executive Session) of January 11, 2022, Special Meeting (Executive Session) of January 18, 2022, Special Meeting (Executive Session) of January 25, 2022, Special Meeting (Executive Session) of February 1, 2022, Special Meeting (Executive Session) of February 8, 2022, Special Meeting (Executive Session) of February 15, 2022, Special Meeting (Executive Session) of February 22, 2022, Special Meeting (Executive Session) of March 8, 2022, and Special Meeting (Executive Session) of March 29, 2022.

5. PUBLIC PARTICIPATION

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

6. PROCLAMATIONS AND RECOGNITIONS

A. **Recognition:** 2021 George F. Ames National Performance and Innovation in the State Revolving Fund (SRF) Creating Environmental Success Program (PISCES) award for Excellence in Environmental and Public Health Protection from the U.S. Environmental Protection Agency (EPA) for the Flagstaff Watershed Protection Project.

STAFF RECOMMENDED ACTION:

Accept the 2021 George F. Ames National PISCES award from EPA for the Flagstaff Watershed Protection Project (FWPP)

7. COVID-19 UPDATES

A. **COVID-19 Update**

STAFF RECOMMENDED ACTION:

This presentation is for informational purposes only.

8. COUNCIL LIAISON REPORTS

9. APPOINTMENTS

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

A. **Consideration of Appointments:** Industrial Development Authority

STAFF RECOMMENDED ACTION:

Make two appointments to terms that expires April 2028.

B. **Consideration of Appointments:** Commission on Inclusion and Adaptive Living

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring March 2023.
Make three appointments to terms expiring March 2025.

C. **Consideration of Appointments:** Citizen Commission on Council Salaries.

STAFF RECOMMENDED ACTION:

Make two appointments to At-Large seats.
Make two appointments to Human Resource Professional seats.

10. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Jeffrey Craig Miller, "Butler Easy Mart," 1311 E. Butler Avenue, Series 10 (beer and wine store), New License.

STAFF RECOMMENDED ACTION:

Hold the public hearing.

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

B. **Consideration and Action on Liquor License Application:** Larami Jean Sandlin, "Dark Sky Brewing Company," 103 W. Birch Avenue, Series 12, New Application.

STAFF RECOMMENDED ACTION:

Hold the public hearing.

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

C. **Consideration and Action on Liquor License Application:** Sergio Haron, "One Stop," 2325 S. Woodlands Village Boulevard, Series 09 (liquor store - all spirituous liquor), New Application.

STAFF RECOMMENDED ACTION:

Hold the public hearing.

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

11. 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 BNSF Railway Preliminary Engineering Services Agreement:** Lone Tree Overpass Project Construction Document Review.

STAFF RECOMMENDED ACTION:

1. Approve the Lone Tree Overpass Project (Project) Preliminary Engineering Services Agreement (Agreement) with BNSF Railway (BNSF) in the amount of $78,601; and
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Final Plat:** Case No. PZ-21-00271-01, VP66 & Woody Mountain LLC, requests Final Plat approval for @Liv Flagstaff located at 2701 S Woody Mountain Road, a two lot subdivision in the Medium Density Residential (MR) and Rural Residential (RR) Zones.

STAFF RECOMMENDED ACTION:

Staff recommends the City Council approve the Final Plat and authorize the Mayor to sign the Final Plat when notified by staff that all documents are ready for signature and recordation.

C. **Consideration and Approval of Final Plat** Case No. PZ-18-00030-07, Mogollon Engineering on behalf of Mongini & Selna Living Trust, requests Final Plat approval for The Lofts at Continental located at 5531 E Cortland Boulevard, a two-lot subdivision in the High Density Residential (HR) and Highway Commercial (HC) zones.

STAFF RECOMMENDED ACTION:

Staff recommends the City Council approve the Final Plat and authorize the Mayor to sign the Final Plat when notified by staff that all documents are ready for signature and recordation.

D. **Consideration and Approval of BNSF Railway Preliminary Engineering Services Agreement:** ADOT B40/Milton Underpass and BNSF Railway Bridge Reconstruction Document Review.

STAFF RECOMMENDED ACTION:

1. Approve the Milton Bridge Reconstruction Project (Project) Preliminary Engineering Services Agreement (Agreement) with BNSF Railway (BNSF) in the amount of $96,973; and
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract with DataBank IMX, LLC in the amount of $97,017 for the Contract Management configuration of the OnBase platform.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with DataBank IMX, LLC in the amount of $97,071 for the Contract Management configuration of the OnBase platform; and
2. Authorize the City Manager to execute the necessary documents.

F. **Consideration and Approval of Contract:** Approval of a Cooperative Purchase Contract with J.C. Cullen d/b/a Niles Radio Communications in the amount of $81,976.32 for a Network Communications Tower for Critical Water Infrastructure located at Lake Mary Well #2.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with J.C Cullen, Inc. d/b/a Niles Radio Communications in the amount of $81,976.32 for the purchase and installation of a Network Communication Tower for Critical Water Infrastructure located at Lake Mary Well #2; and
2. Authorize the City Manager to execute the necessary documents.

G. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract with Sands Motor Company in the amount of $80,745.22 for the purchase of one (1) 2021 Chevrolet Silverado 4500HD with Rugby 2-3 Yard Dump Body.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Sands Motor Company in the amount of $80,745.22 for the purchase of one (1) 2021 Chevrolet Silverado 4500HD with Rugby 2-3 Yard Dump Body utilizing the Maricopa County cooperative purchase contract; and
2. Authorize the City Manager to execute the necessary documents.

H. **Consideration and Approval of Grant Acceptance:** Grant agreement between the State of Arizona, through the Arizona Department of Transportation, Multi-modal Planning Division, Aeronautics Group, and the City of Flagstaff for the Airport Pavement Management System.

STAFF RECOMMENDED ACTION:

Approve the Grant Agreement with the State of Arizona, Arizona Department of Transportation, Multi-modal Planning Division, Aeronautics Group for grant funds in the amount of $1,415,380.00 (with a city match of $141,538.00) for airport pavement maintenance.

I. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract for a Velocity Pumper Fire Engine and a Velocity Aerial Quint Unit with Hughes Fire Equipment, Inc., in the total amount of $2,097,693.50.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract for a Velocity Pumper Fire Engine in the amount of $817,673.90 and a new Velocity Aerial Quint Unit in the amount of $1,280,019.60 from Hughes Fire Equipment, Inc. in the total amount of $2,097.693.50; and
2. Authorize the City Manager to execute the necessary documents.

12. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2022-07:** An ordinance of the Council of the City of Flagstaff, Arizona approving the form and authorizing the execution and delivery of a loan agreement with the Water Infrastructure Financing Authority of Arizona from its Clean Water Revolving Fund program; delegating the determination of certain matters relating thereto to the Mayor, the City Manager and the Management Services Director of the City; providing the transfer of certain moneys and making certain covenants and agreements with respect thereto; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by such loan agreement and this ordinance and declaring an emergency.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-07 by title only for the final time
2) City Clerk reads Ordinance no. 2022-07 by title only (if approved above)
3) Adopt Ordinance No. 2022-07

B. **Consideration and Adoption of Ordinance No. 2022-08:** An ordinance of the Council of the City of Flagstaff, Coconino County, Arizona (1) providing for the sale and execution and delivery pursuant to a Series 2019 Utility System Revenue Trust Agreement of utility system revenue obligations, in one or more series evidencing proportionate interests of the owners thereof in installment payments of the purchase price to be paid by the City of Flagstaff, Arizona, pursuant to a Series 2019 Utility System Revenue Purchase Agreement to finance costs of certain improvements to the water and sewer utility system of the City; (2) authorizing the completion, execution and delivery with respect thereto of agreements necessary or appropriate as part of financing the costs of such improvements and paying related financing costs; (3) delegating to the Mayor, the City Manager, and the Management Services Director certain authority with respect to the purposes hereof; (4) authorizing the Management Services Director to expend all necessary funds therefor and (5) authorizing the Management Services Director or his designees to take all other actions necessary to the consummation of the transaction contemplated by this ordinance and declaring an emergency.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-08 by title only for the final time
2) City Clerk reads Ordinance no. 2022-08 by title only (if approved above)
3) Adopt Ordinance No. 2022-08

C. **Consideration and Adoption of Ordinance No. 2022-01:** An Ordinance of the City Council of the City of Flagstaff, extending and increasing the corporate limits of the City of Flagstaff pursuant to the provisions of Title 9, Chapter 4, Arizona Revised Statutes, by annexing approximately 10.05 acres of land located at 7000 North Highway 89, which certain land is contiguous to the existing corporate limits of the City of Flagstaff, and establishing city zoning for said land as Highway Commercial (HC) with a Resource Protection Overlay (RPO); providing for severability, authority for clerical corrections, and establishing an effective date. ***(Flagstaff Rehab Campus Annexation: Project Number PZ-20-00164-03).***

STAFF RECOMMENDED ACTION:

Staff recommends the City Council approve a request for a continuance until May 17, 2022; or

Council may:
1) Read Ordinance No. 2022-01 by title only for the final time
2) City Clerk reads Ordinance no. 2022-01 by title only (if approved above)
3) Adopt Ordinance No. 2022-01

D. **Consideration, and Adoption of Ordinance No. 2022-02:** An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 1.09 acres of real property generally located at 7000 North Highway 89, a portion of APN 301-50-005G, from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Rural Residential (RR) with a Resource Protection Overlay (RPO) with conditions, providing for severability, authority for clerical corrections, and establishing an effective date. ***(Flagstaff Rehab Campus Concept Zoning Map Amendment: Project Number PZ-20-00164-04).***

STAFF RECOMMENDED ACTION:

Staff recommends the City Council approve a request for a continuance until May 17, 2022; or

Council may:
1) Read Ordinance No. 2022-02 by title only for the final time
2) City Clerk reads Ordinance no. 2022-02 by title only (if approved above)
3) Adopt Ordinance No. 2022-02

E. **Consideration and Approval of Contract Amendment:** First Amendment to the Service Provider Contract for Community Health and Human Services with United Way of Northern Arizona in the total amount of $784,000.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Service Provider Contract with United Way of Northern Arizona for administration of $700,000 of the American Rescue Plan Act Coronavirus Local Recovery Federal and Non-Federal Funds with a 12% administrative fee for a payment in the amount of $84,000 for a total distribution to United Way of Northern Arizona of $784,000; and
2. Authorize the City Manager to execute the necessary documents.

F. **Consideration and Approval of Contract:** First Amendment to the Service Provider Contract for Arts, Science, and Cultural Services with Flagstaff Arts Council d/b/a Creative Flagstaff in the total amount of $172,500.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Service Provider Contract with Flagstaff Arts Council d/b/a Creative Flagstaff for administration of $150,000 of the American Rescue Plan Act Coronavirus Local Recovery Federal and Non-Federal Funds with a 15% administrative fee for a payment of $22,500 for a total distribution to Creative Flagstaff of $172,500; and
2. Authorize the City Manager to execute the necessary documents.

G. **Consideration and Approval of Ratifying Contract:** Ratify and Approve the Construction Contract with Tiffany Construction Co. for the Spruce Wash - Cedar Avenue to Dortha Avenue Channel and Inlet Improvements in the amount of $2,554,520.13.

STAFF RECOMMENDED ACTION:

1. Ratify and approve the Construction Contract with Tiffany Construction Co. in the amount of $2,554,520.13, and allow a contract time of 116 calendar days; and
2. Authorize the City Manager to execute the necessary documents.

13. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2022-16**: A resolution approving the City of Flagstaff's 2022 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD).

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-16 by title only
2) City Clerk reads Resolution No. 2022-16 (if approved above)
3) Adopt Resolution No. 2022-16

B. **Consideration and Approval of Preliminary Plat:** PZ-21-00154-01, MMV Devco, LLC requests Preliminary Plat approval for MMV D3 located at 1800 N Gemini Drive, a single-family subdivision on 6.31 acres in the Medium Density Residential (MR) Zone.

STAFF RECOMMENDED ACTION:

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

C. **Consideration and Adoption of Resolution No. 2022-17:** A resolution approving a Master Participating Agreement between the U.S. Department of Agriculture, Forest Service, Coconino National Forest, and the City of Flagstaff for Watershed Protection

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-17 by title only
2) City Clerk reads Resolution No. 2022-17 by title only (if approved above)
3) Adopt Resolution No. 2022-17

D. **Consideration and Adoption of Ordinance No. 2022-10:** An ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code, Chapter 1-14, *Personnel System*, by amending the Employee Handbook of Regulations relating to Alternative Work Schedules; providing for penalties; repeal of conflicting ordinances; severability; and establishing an effective date

STAFF RECOMMENDED ACTION:

At the April 19, 2022 Council Meeting:
1) Read Ordinance No. 2022-10 by title only for the first time
2) City Clerk reads Ordinance No. 2022-10 by title only (if approved above)
At the May 3, 2022 Council Meeting:
3) Read Ordinance No. 2022-10 by title only for the final time
4) City Clerk reads Ordinance No. 2022-10 by title only (if approved above)
5) Adopt Ordinance No. 2022-10

E. **Consideration and Adoption of Resolution No. 2022-18:** A resolution of the City Council of the City of Flagstaff, Arizona, calling a Primary Election to be held on August 2, 2022 for the purpose of nominating two mayor candidates for the General Election

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-18 by title only
2) City Clerk reads Resolution No. 2022-18 by title only (if approved above)
3) Adopt Resolution No. 2022-18

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

4. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration and Approval of Minutes: City Council Regular Meeting of May 19, 2020, Regular Meeting of June 2, 2020, Regular Meeting of June 16, 2020, Regular Meeting of June 17, 2020, Work Session of June 30, 2020, Regular Meeting of July 7, 2020, Regular Meeting of August 18, 2020, Special Meeting (Executive Session) of January 11, 2022, Special Meeting (Executive Session) of January 18, 2022, Special Meeting (Executive Session) of January 25, 2022, Special Meeting (Executive Session) of February 1, 2022, Special Meeting (Executive Session) of February 8, 2022, Special Meeting (Executive Session) of February 15, 2022, Special Meeting (Executive Session) of February 22, 2022, Special Meeting (Executive Session) of March 8, 2022, and Special Meeting (Executive Session) of March 29, 2022.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of May 19, 2020, Regular Meeting of June 2, 2020, Regular Meeting of June 16, 2020, Regular Meeting of June 17, 2020, Work Session of June 30, 2020, Regular Meeting of July 7, 2020, Regular Meeting of August 18, 2020, Special Meeting (Executive Session) of January 11, 2022, Special Meeting (Executive Session) of January 18, 2022, Special Meeting (Executive Session) of January 25, 2022, Special Meeting (Executive Session) of February 1, 2022, Special Meeting (Executive Session) of February 8, 2022, Special Meeting (Executive Session) of February 15, 2022, Special Meeting (Executive Session) of February 22, 2022, Special Meeting (Executive Session) of March 8, 2022, and Special Meeting (Executive Session) of March 29, 2022.

Executive Summary:

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

Financial Impact:

None

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives
Effective Governance

Previous Council Decision on This:
None

Attachments:
05.19.2020.CCRM
06.02.2020.CCRM
06.16.2020.CCRM
06.17.2020.CCSM
06.30.2020.CCWS
07.07.2020.CCRM
08.18.2020.CCRM
01.11.2022.CCSMES
01.18.2022.CCSMES
01.25.2022.CCSMES
02.01.2022.CCSMES
02.08.2022.CCSMES
02.15.2022.CCSMES
02.22.2022.CCSMES
03.08.2022.CCSMES
03.29.2022.CCSMES

CITY COUNCIL REGULAR MEETING
TUESDAY, MAY 19, 2020
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Evans called the meeting of the Flagstaff City Council held May 19, 2020, to order at 3:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT: ABSENT:

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

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

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

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

MISSION STATEMENT

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

4. 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.

Mark Gerkey addressed Council asking about possible changes for the sewer lines around West Dale near the upper Rio de Flag river flood changes.

Khara House addressed Council asking about the prospect of any citizen-based task forces in consideration of COVID-19 recovery.

Emily McRobbie addressed Council requesting that stricter guidelines be put in place for employees at restaurants and other businesses along with clearer recommendations for citizens.

Kimberly Kahler addressed Council speaking in opposition to the Haan Development zoning map amendment from suburban commercial to high density residential.

Kathy Turner addressed Council in recognition of front-line responders.

5. APPOINTMENTS

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

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

Moved by Councilmember Austin Aslan, **seconded by** Vice Mayor Adam Shimoni to appoint Sandra Lubarsky to a term expiring June 2023.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to appoint J. Michael Cruz to a term expiring June 2023.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Regina Salas, **seconded by** Vice Mayor Adam Shimoni to appoint Carla McCord to a term expiring June 2021.

Vote: 7 - 0 - Unanimously

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

Moved by Mayor Coral Evans, **seconded by** Councilmember Charlie Odegaard to appoint Kristin Kauffman to a term expiring October 2021.

Vote: 7 - 0 - Unanimously

6. **ROUTINE ITEMS**

A. **Consideration and Approval:** Insurance Renewals

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Charlie Odegaard to accept the proposal submitted by the Arizona Municipal Risk Retention Pool, (A.M.R.R.P.), in the amount of $1,018,337 and their proposal for Workers' Compensation coverage in the amount of $749,738 for a total of $1,768,075 and renew current airport liability, flood, and travel polices with existing carriers for $25,061 plus commission.

Vote: 7 - 0 - Unanimously

B. **Consideration and Approval of Grant Agreement:** Grant Agreement between the City of Flagstaff and the U.S. Department of Transportation, Federal Aviation Administration (FAA) for CARES Act funding for operational and maintenance expenses directly related to the Flagstaff Pulliam Airport.

Councilmember Whelan stated that the money can be used for direct salaries and wages; she asked what that means for the budget, would salaries be taken from the grant, and for how long. Grants and Contracts Manager Stacey Brechler-Knaggs indicated that it can be used for payroll and it is available for all airport staff. It can be used for a period of four years which would help the general fund. Economic Development Director Heidi Hansen added that staff is still working on how they plan to use the grant dollars and that discussion will be coming back to Council at a later date. The discussion will focus on all the plans and ideas for the grant funds.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Austin Aslan to approve the grant award in the amount of $18,134,294 for Airport operational costs.

Vote: 7 - 0 - Unanimously

C. **Consideration and Approval of Lease Amendments:** Amendment of Flagstaff Airport Leases to abate rent for at least six (6) months, due to the COVID-19 pandemic.

Councilmember Aslan asked about tenant concerns about repairs and safety of the hangars. Ms. Hansen explained that there have been ongoing hangar tenant meetings for over two years where we hangar tenants and staff have developed a spreadsheet of all the tenant concerns and repairs. There was also a survey that went out to tenants asking for those concerns. Staff are working on those things as funding is available. With the grant funding the hope is to address the items and that is part of what will be coming back to Council for discussion.

Councilmember Shimoni expressed concern with supporting larger entities that have already been able to obtain funding from the federal government. Councilmember Whelan expressed agreement and suggested that local businesses are more appropriate to help. Ms. Hansen offered that the goal is to sustain the two carriers in Flagstaff. So much work and effort has

gone into securing the airlines for Flagstaff and it is important to try and keep the service they provide in place for the community. Airport Director Barney Helmick added that it is not as much to protect a large business corporation but to protect a local asset. The loss of the asset could have a long-term impact on Flagstaff.

The following individuals submitted public comments:

- Dr. Kirk Robertson
- Adam Deibel
- James Wallace
- John Dillon

The following comments were received:

- All airport tenants should be allowed to have their rental fees forgiven for a period of time.
- Do not forget the small business owners at the airport during these difficult times.
- The money should be used to improve infrastructure of the hangars.
- Some of the money should be spent to catch up on long overdue maintenance and needed improvements.
- All tenants should be included in the rent abatement package.
- It is not just the big airlines that have been impacted by shutdowns.
- There is a certain unfairness that the big business are being considered for rent abatement and small ones will face rent increases.

Councilmember McCarthy stated that he does not have enough information to make a decision. He requested information on possible double-dipping by the airlines as well as the concerns from the hangar tenants.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to table the item until the first meeting of June 2020.

Councilmember Salas stated that she would like to hear from the other lessees at the airport. She would also like an updated list of the lessees who will be granted rent abatement. This is not a question of choosing a big company or small, this is about extending a privilege because the city has been granted federal dollars and that should be extended to all lessees.

Councilmember Whelan requested a graph showing what the enplanements were pre-COVID and where the enplanements are at currently.

Mr. Clifton noted that everything is in a climate of rapidly changing circumstances. The funds coming in from the CARES Act grant will be used for a lot of operational costs, some of which are repairs and upgrades to the hangars. The item is being presented at this time with the information that is available because the airport has been stagnant for weeks and businesses are hurting. It could be a situation at the next meeting that a decision is needed without all the information.

Councilmember Odegaard stated that he is not in support of postponing the item, it is important to protect the investment of having two airlines in Flagstaff.

Mayor Evans noted that they are talking specifically about United and American Airlines and the reason there is concern from Council is because significant funding has gone to larger corporations and the smaller and mom and pop shops are fighting to get some kind of relief.

Mayor Evans called for the vote.

Vote: 6 - 1

NAY: Councilmember Charlie Odegaard

D. **Consideration and Adoption of Ordinance No. 2020-12:** An ordinance of the City Council of the City of Flagstaff, temporarily suspending Section 8-01-001-0002 of the City Code pertaining to sidewalks; providing for severability, authority for clerical corrections, and establishing an effective date.

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to read Ordinance No. 2020-12 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, TEMPORARILY SUSPENDING SECTION 8-01-001-0002 OF THE CITY CODE PERTAINING TO SIDEWALKS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to adopt Ordinance No. 2020-12.

Vote: 7 - 0 - Unanimously

E. **Consideration and Approval of a Construction Manager at Risk (CMAR) Construction Services Contract:** for the Annual Street Maintenance and Overlay and Chip Seal Program 2020 to C and E Paving & Grading, LLC in the amount of $5,627,422.10

Public Works Streets Director Scott Overton stated that a number of streets on the east side of the community are being addressed in the program. Activity will begin next Tuesday, if approved, and they will be working to communicate with the affected areas about the disruption they may experience during the project.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard approve the Annual Street Maintenance Overlay and Chip Seal Program 2020 and execute a Construction Manager at Risk (CMAR) Contract with C and E Paving & Grading, LLC for a Guaranteed Maximum Price (GMP) of $5,489,422.10; approve an Owner's Contingency of $138,000.00 (2.5% of the GMP) for a total contract amount of $5,627,422.10; and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

F. **Consideration and Approval of Grant Award:** Department of Justice, Bureau of Justice Assistance Coronavirus Emergency Supplemental Funding Program.

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Regina Salas Approve the award from the Department of Justice for grant funds in the amount of $65,915.00; there is no City match required for this grant.

Vote: 7 - 0 - Unanimously

7. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2020-22:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the Flagstaff Metropolitan Planning Organization, DBA MetroPlan, and the City of Flagstaff to transition administrative and financial services from the City to MetroPlan.

Ms. Brechler-Knaggs explained that the IGA is for the transition of Metro Plan's administrative and financial services away from the city. City service will end on June 30, 2020.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2020-22 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION, DBA METROPLAN AND THE CITY OF FLAGSTAFF FOR THE TO TRANSITION ADMINISTRATIVE AND FINANCIAL SERVICES FROM THE CITY TO METROPLAN

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to adopt Resolution No. 2020-22.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Resolution No. 2020-23:** A resolution approving the Intergovernmental Agreement between the City of Flagstaff and Coconino County for election services for the August 4, 2020 Primary Election and November 3, 2020 General Election

Councilmember McCarthy asked if there will be reimbursement by the utility for the franchise cost of the election.

City Clerk Stacy Saltzburg stated that there will be reimbursement from Unisource for their portion of the election.

Moved by Councilmember Jamie Whelan, **seconded by** Vice Mayor Adam Shimoni to read Resolution No. 2020-23 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND COCONINO COUNTY FOR ELECTION SERVICES FOR THE AUGUST 4, 2020 PRIMARY ELECTION AND NOVEMBER 3, 2020 GENERAL ELECTION

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Charlie Odegaard to adopt Resolution No. 2020-23.

Vote: 7 - 0 - Unanimously

C. **Consideration and Approval:** City of Flagstaff and APS Clean Energy Future Memorandum of Understanding

Sustainability Director Nicole Antonopoulos and John Haro, on behalf of APS, provided a PowerPoint presentation that covered the following:

CLEAN ENERGY ARIZONA PARTNERSHIP
FOUNDATIONAL VALUES OF THE PARTNERSHIP
SHARED VISION
ADVANCING THE CLEAN ENERGY ARIZONA PARTNERSHIP

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Adam Shimoni to approve the Memorandum of Understanding between the City of Flagstaff and APS.

Vote: 7 - 0 - Unanimously

D. **Consideration and Adoption of Resolution No. 2020-27:** A resolution of the City of Flagstaff City Council, approving an Intergovernmental Agreement between the State of Arizona and the City of Flagstaff for the design and construction of a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/Lockett Road.

Transportation Engineering Project Manager Stephanie Sarty provided a PowerPoint presentation that covered the following:

FOURTH & CEDAR/LOCKETT ROUNDABOUT IGA WITH ADOT
HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)
GRANT PROCESS
HSIP 4TH/CEDAR/LOCKETT IMPROVEMENTS VICINITY MAP
PRELIMINARY ROUNDABOUT
IGA & RESOLUTION SUMMARY
FINANCIAL IMPACT

Council expressed support for the project and requested more information in the future as the project advances.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Austin Aslan to read Resolution No. 2020-27 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF FLAGSTAFF FOR DESIGN AND CONSTRUCTION OF A ROUNDABOUT AT THE SIGNALIZED INTERSECTION OF FOURTH STREET AND CEDAR AVENUE/LOCKETT ROAD

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2020-27.

Vote: 7 - 0 - Unanimously

A break was held from 4:58 p.m. through 5:10 p.m.

E. **Consideration and Adoption of Resolution No. 2020-28:** A resolution of the Flagstaff City Council adopting a Flagstaff Business Retention and Expansion Incentive program support small businesses and other targeted industries; and establishing an effective date.

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

BUSINESS RETENTION & EXPANSION INCENTIVE
COMPETITIVE & OPEN

Moved by Councilmember Regina Salas, **seconded by** Vice Mayor Adam Shimoni to read Resolution No. 2020-28 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ADOPTING A FLAGSTAFF BUSINESS RETENTION AND EXPANSION INCENTIVE PROGRAM TO SUPPORT SMALL BUSINESSES AND OTHER TARGETED INDUSTRIES; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Regina Salas, **seconded by** Councilmember Jamie Whelan to adopt Resolution No. 2020-28.

Vote: 7 - 0 - Unanimously

F. **Consideration and Adoption of Resolution No. 2020-25:** A Resolution amending the 2019/2020 Annual Action Plan to reallocate 2019/2020 Owner-Occupied Housing Rehabilitation Program funds and allocate Community Development Block Grant Program COVID-19 (CDBG-CV) funds and authorizing submission of the amended 2019/2020 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD).

Consideration and Adoption of Resolution No. 2020-26: A Resolution approving the City of Flagstaff 2020/2021 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD).

Consideration and Action on Reallocation of General Funds to Coconino County Health and Human Services Eviction Prevention Program : Approval of the transfer of one-time general fund dollars in the amount of $59,000 currently reserved for the Mobile Home Assistance for Displaced Residents Program to the Coconino County Health and Human Services Eviction Prevention and Housing Stabilization Program.

Moved by Councilmember Jamie Whelan, **seconded by** Vice Mayor Adam Shimoni to read Resolution No. 2020-25 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AMENDING THE CITY OF FLAGSTAFF 2019/2020 ANNUAL ACTION PLAN AND AUTHORIZING ITS SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Austin Aslan to adopt Resolution No. 2020-25.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jamie Whelan, **seconded by** Vice Mayor Adam Shimoni to read Resolution No. 2020-26 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING THE CITY OF FLAGSTAFF 2020/2021 ANNUAL ACTION PLAN AND AUTHORIZING ITS SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Moved by Councilmember Charlie Odegaard, **seconded by** Vice Mayor Adam Shimoni to adopt Resolution No. 2020-26.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to approve and authorize the reallocation and expenditure of $59,000 of one-time general fund dollars from the Mobile Home Assistance Program to the Coconino County Health and Human Services Eviction Prevention and Housing Stabilization Program and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

G. **Consideration and Adoption of Resolution No. 2020-24:** A resolution of the Flagstaff City Council, authorizing the acquisition of real property interests necessary for the Rio De Flag Flood Control Project, confirming that the project is a public use for the benefit of the residents of the City of Flagstaff; providing for delegation of authority, condemnation authority, prior approval of purchases; and establishing an effective date

Councilmember Whelan asked the extent of what is needing to be taken. Senior Project Manager Christine Cameron explained that most are just partial takes on the side or corner of the parcels of the lower reach. There are no full property acquisitions other than one and they have been working closely with the property owner.

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS NECESSARY FOR THE RIO DE FLAG FLOOD CONTROL PROJECT, A PUBLIC USE, PROVIDING FOR DELEGATION OF AUTHORITY, CONDEMNATION AUTHORITY, PRIOR APPROVAL OF PURCHASES; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2020-24 by title only.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to adopt Resolution No. 2020-24.

Vote: 7 - 0 - Unanimously

8. DISCUSSION ITEMS

A. Rio de Flag Flood Control Project - Update.

Senior Project Manager Trevor Henry provided a PowerPoint presentation that covered the following:

RIO DE FLAG FLOOD CONTROL PROJECT UPDATE
PROJECT UPDATE
USACE
PROJECT DESIGN
ENVIRONMENTAL
BNSF RAILWAY CO.

Alicyn Gitlin submitted a public comment expressing concern about the potential success of the project, and its impact on the aesthetics, function, and educational value of the Rio de Flag for the community. She suggested reallocating funding to invest in structural modifications to protect individual properties from flood damage, and creating a safety, notification, and evacuation plan.

Councilmember Whelan asked if the drawings of the upper reach could be shared on the Rio de Flag website. Deputy City Manager Shane Dille explained that there was some sensitivity expressed by the Army Corp on sharing drawings on the website prior to the project going out to bid. Staff have been able to get their permission to share the composite drawings of the cross sections of the upper reach.

B. Sustainable Food Systems Update

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

SUSTAINABLE FOOD SYSTEMS UPDATE
OUTLINE
BACKGROUND ON FOOD SYSTEMS PROGRAMMING
HOW IS COVID-19 IMPACTING FOOD SYSTEMS
COVID-19 RESPONSE EFFORTS
PROGRAM UPDATES
FOOD WASTE PREVENTION AND RECOVERY
COMMUNITY GARDEN EXPANSION AND IMPROVEMENTS
BACKYARD LIVESTOCK KEEPING OUTREACH
SUPPORTING LOCAL ECONOMIC DEVELOPMENT
DISCUSSION

Councilmember Shimoni and Councilmember Odegaard suggested a Food Waste Challenge similar to the Mayor’s Water Challenge.

Council expressed support and excitement for the program.

C. Discussion on the current and future use of the Joel Montalvo Park building, also known as old Fire Station #2.

Parks and Recreation Director Rebecca Sayers provided a PowerPoint presentation that covered the following:

MONTALVO BUILDING DISCUSSION
JOEL MONTALVO PARK – 2211 E FIRST AVE
AERIAL IMAGE
RECENT IMPROVEMENTS
CURRENT USE
HISTORY OF THE PARCEL
BUILDING USE CONSIDERATIONS

Public comments were submitted from the following individuals:

- Dr. Alice Christie
- Maggie Carbajal
- Ward Davis
- David Hendershott
- JB Dewitt
- Melissa Welker
- Amber Rainey
- Angela Price
- Anastasiya Kobrina
- Natalie Rose
- Wendy McBride
- Rene RedDay
- Jeff Balmat
- Julie Crawford
- James Dryer
- Sue Hernandez
- Lana Malone
- A. Sunshine Coffman
- Michael Capizzi
- Claire Contreras
- Carol Dykes
- Aaron Tabor
- Erica Martin
- Kate Rose

The following comments were received:

- The Joel Montalvo Park Building is an optimal community space that could further enhance the 21st century STEAM skills in our youth.
- Flagstaff is America's First STEM Community and needs a STEM Community Center.
- Sunnyside parents and grandparents want to see a sustainable community center in their neighborhood that encourages creativity and inquiry, where kids can be kids, and learn in a risk-free environment with every imaginable learning material.
- Designate the Joel Montalvo Park Building as a recreational/educational facility focusing on STEM to serve the youth and families of Flagstaff and build Flagstaff's future workforce.
- By designating this building as a STEAM community center, we allow all children to have equal opportunities to gain confidence in digital literacy, mathematical thinking,

independent thinking, and perseverance.
- There is an urgent need for a community and education center in the Sunnyside area in Flagstaff.
- There is a missing link in the education system and a lack of hands-on learning in children's daily curriculum.
- Please consider using the Joel Montalvo Park Building as a community center that serves children and families in Flagstaff.
- The space should also be able to be utilized by non-profits who support the youth through empowering them with skills and engagement.
- Supportive of a use that combines recreational and experiential learning of STEAM fields for residents and visitors.
- Designate the old fire station as a figurative garden where STEAM programming can feed and water the community.
- A STEAM center draws out children's self-confidence and love of learning, putting them on the right track for success and lifelong passion.

The City Council expressed full support for repurposing the facility as a community learning center of some sort.

9. COUNCIL LIAISON REPORTS

Councilmember Odegaard reported that he attended the Beautification and Public Art Commission meeting where they discussed British red phone booths being converted into tiny libraries and the pilot program for vinyl wrapped utility boxes at the intersections of Cedar and Gemini as well as San Francisco and Beaver.

Vice Mayor Shimoni reported that the Diversity Awareness Commission was canceled due to lack of quorum and that he and Mayor Evans participated in the Alliance meeting where a number of topics were covered by the various local agencies.

Councilmember Salas reported that she attended the Parks and Recreation Commission meeting where they discussed updates regarding COVID-19 response, the recent opening of the tennis courts and dog parks, and the city's Re-Entry Plan. She also reported that she participated in the Flagstaff Sister Cities International Board meeting which is working towards becoming its own non-profit entity. Discussions are ongoing about finding a sister city in Mexico.

Councilmember Whelan reported that she has been attending the weekly COVID-19 updates from the County. There has been discussion about the $3 trillion HEROS bill that is currently in motion and the importance of working with local representatives and lobbyists on communicating the importance of the bill and funneling funds directly to states and local jurisdictions. She also reported that NACOG has completed and released their comprehensive report. Their purpose is to bring together the public and private sectors to help guide development.

Mayor Evans reported that she participated in the ECONA Board meeting which included a great discussion with Senator Sinema on all things Flagstaff. Economic Vitality Director Heidi Hansen will provide a recap of the discussion to Council soon. She also reported that the City hosted the first Alliance meeting of the year; the main take away was that COVID has created a financial difficulty for all of the partners; NAU, CCC, FUSD, NAIPTA, Coconino County, and the City.

10. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Whelan to place on a future agenda a discussion regarding the City's BBB appropriations.

Councilmember Whelan noted that it is time to look at the allocations of the BBB tax.

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

11. CITY MANAGER REPORT

A. City Manager Report

Mr. Clifton briefly reviewed his report.

i. City of Flagstaff Re-Entry Plan

Mr. Clifton noted that there has been a lot of attention and leg work at the staff level to develop the plan. Deputy City Manager Shannon Anderson has been leading the charge in developing the plan. Ms. Anderson stated that the plan is general guidance for the organization. It is broken into four phases with additional tiers for specific facilities. There will be consideration to move into another phase when there is a 14 day decline in new cases. Currently the city is in phase two of the plan.

A comment was provided by Joanne Parkes asking about the data used and the plans for reopening the library.

Council commented briefly on their support of the plan and expressed appreciation for the work done in developing it.

12. COVID-19 UPDATES

Councilmember Aslan indicated that he would like to see a graphical representation day to day on the trends experienced in Flagstaff. Councilmember Whelan agreed stating that specific data is important but it needs to be formulated visually and provided to the community. Mayor Evans expressed hesitation about the City posting information because the County is the health authority. It is better to be directing the public to one source rather that confusing the matter with the possibility of inconsistent or different reporting.

Vice Mayor Shimoni stated that he would like to see the city develop a guiding document on how to channel funds and get them to the most in need. He expressed concern about the lack of distancing and masking both in and out of Flagstaff. He indicated that he would like to see options for permitting the farmer's market and outdoor seating options expanded. Ms. Hansen reported that through Discover Flagstaff marketing they have made it very clear in all the promotions that people should adhere to required CDC healthcare travel guidelines, business recommendations and hours, and fire restrictions. Stay, play, distance, and wear a mask responsibly. The messaging is going to locals and visitors as monuments are opening and visitors are coming.

Councilmember Whelan expressed her support for looking at ways to put more outdoor tables up for people to take their food and eat outside. She indicated that some cities have closed streets to allow for more outside dining options. Ms. Hansen noted that Terry Madeksza with the Downtown Business Alliance has been looking at options for Heritage Square and working with businesses to identify opportunities to assist with keeping their operations going.

Mayor Evans asked about the Farmer's Market and their request to permit their event at City Hall. Mr. Clifton stated that a response to the request is in progress. Essentially, the statement will illustrate the city's consistency in not permitting events or activities that create a large congregation of people on city property. Permits are being denied when it results in the congregation of people in an area.

Mayor Evans spoke about the pre-emptive actions by the Governor that are limiting cities and towns from being able to implement measures in their local jurisdictions. She encouraged Council and citizens to reach out to their legislative representatives and the Governor's office to voice their concerns. She also encouraged citizens to support local businesses and support the efforts enacted by each business to address the spread of COVID.

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

Councilmember Aslan stated that he would like to discuss potential strategies to improve absentee and early voting for city residents to encourage people to apply and register. City Clerk Stacy Saltzburg offered that the County has ramped up their messaging to the community about early voting and vote by mail options. They are also beginning to prepare for setting up polling places in locations that provide for adequate social distancing and enhanced cleaning efforts. Mr. Solomon stated that most election matters are dictated by state law and pre-empts cities and counties from enacting measures outside of those parameters. He encouraged messaging to voters about how to vote early and by mail to avoid exposure.

Councilmember Odegaard reported that ADOT recently met and presented their projects for loss of funding over the next three years; it is an estimated $711 million loss. They are proposing the postponement of the I-17 expansion and returning the $90 million grant for the project. This further speaks to the importance of providing local funding for projects to incentivize participation from the state.

Councilmember Salas stated that she is looking forward to an update from the Flag Safe task force led by Jeff Hall from Lowell Observatory.

Vice Mayor Shimoni thanked and Council and staff for the work being done to keep the city moving forward during uncertain times.

Mayor Evans stated that the Census is back in full swing. She encouraged everyone to visit www.2020census.gov and fill out their Census documents. It is important that everyone is counted because federal dollars are allocated based on population. She recognized Memorial Day coming up and encourage everyone to be aware, practice social distancing, and wear masks.

14. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held May 19, 2020, adjourned at 8:53 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on May 19, 2020. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 19th day of April, 2022.

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, JUNE 2, 2020
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Evans called the meeting of the Flagstaff City Council held June 2, 2020, to order at 3:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT: ABSENT:

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

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

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

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

MISSION STATEMENT

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

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes**: City Council Work Session of February 12, 2019, Special Meeting of February 13, 2019, Regular Meeting of February 19, 2019, Special Meeting of February 21, 2019, Regular Meeting of March 5, 2019, Regular Meeting of March 19, 2019, Combined Special Meeting/Work Session of March 26, 2019, Executive Session of October 8, 2019, Executive Session of October 29, 2019, and Work Session of November 26, 2019.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to approve the minutes of the City Council Work Session of February 12, 2019, Special Meeting of February 13, 2019, Regular Meeting of February 19, 2019, Special Meeting of February 21, 2019, Regular Meeting of March 5, 2019, Regular Meeting of March 19, 2019, Combined Special Meeting/Work Session of March 26, 2019, Executive Session of October 8, 2019, Executive Session of October 29, 2019, and Work Session of November 26, 2019.

Vote: 7 - 0 - Unanimously

5. PUBLIC PARTICIPATION

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

Tom Sabol addressed Council regarding the COVID protocols at the Ice Rink and requested they reopen the facility.

Gordon Watkins and Joan Martini addressed Council with concerns about the drive-in Movies on the Square events downtown.

6. CONSENT ITEMS

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

Councilmember Whelan asked for Item 6A to be pulled for discussion.

Karin Malis-Clark submitted written comments in support of Item 6C.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Austin Aslan to approve Consent Items 6B, C, D, and E as presented.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Contract:** Approve the construction contract with Western Utilities Contractors, LLC, dba Overley's in the amount of $1,359,657.00 for the Summit Water project.

Councilmember Whelan asked if the convenience rule could be used for the project to get the local respondent. Mr. Solomon explained that in accordance with the procurement manual, the rule would not apply to the project.

Moved by Councilmember Jamie Whelan, **seconded by** Vice Mayor Adam Shimoni to approve the construction contract with Western Utilities Contractors, LLC, dba Overley's in the amount of $1,359,657.00 and a contract duration period of 200 calendar days; approve a contract allowance of $67,982.85, which is 5% of the lowest responsive bid; approve Change Order Authority to the City Manager in the amount of $135,965.70 which is 10% of the lowest responsive bid; and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

B. **Consideration and Approval of Contract:** Approve the construction contract with Mountain High Excavation, LLC. in the amount of $577,804.00 for the Fir Avenue Waterline Replacement Project.

1. Approve the construction contract with Mountain High Excavation, LLC. in the amount of $577,804.00, and a contract time period of 120 calendar days;
2. Approve a contract allowance of $43,335.30, which is 7.5% of the lowest responsive bid;
3. Approve Change Order Authority to the City Manager in the amount of $57,780.40 (10% of the contract amount, less allowances); and
4. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval:** Flagstaff Fire Department Fire Management Agreement with The Nature Conservancy

Approve the Fire Management Agreement between The Nature Conservancy and The City of Flagstaff Fire Department

D. **Consideration and Approval of Contract:** Approval of Fort Tuthill Well Cost Sharing and Construction Agreement for electrical line joint trench with DW Tower, LLC in an amount not to exceed $74,000.

1. Staff recommends that the City Council approve the Cost Sharing and Construction Agreement with DW Tower, LLC. in an amount not to exceed $74,000 to share the cost for design, construction and installation of the conduit containing needed electrical infrastructure from Highway 89 to a new second well site at Fort Tuthill (Ft. Tuthill Well #2); and
2. Authorize the City Manager to execute the necessary documentation.

E. **Consideration and Approval of Contract:** Cartegraph Software and Services Contract renewal for a 3-year term for a total cost of $187,613.64

1. Approve the Cartegraph Software and Services Contract renewal in the amount of $187,613.64 for an additional 3-year term commencing on July 1, 2020; and
2. Authorize the City Manager to execute the necessary documents.

7. PUBLIC HEARING ITEMS

A. Consideration and Adoption of Ordinance No. 2020-13: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 7 Health and Sanitation, Chapter 7-03 Water System Regulations, Section 7-03-001-0010, Subsection A Water Rates, to establish a new Water Resources Infrastructure Protection through Wildland Fire Management Fee; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date.

Mayor Evans opened the public hearing on Items 7A and 7B.

Sustainability Director Nicole Antonopoulos provided a PowerPoint presentation that covered the following:

WATER RESOURCE INFRASTRUCTURE PROTECTION INITIATIVE AND RESTRUCTURING ENVIRONMENTAL MANAGEMENT FEES
DISCUSSION

Wildland Fire Manager Neil Chapman continued the presentation.

BACKGROUND
ONGOING WILDLAND FIRE MANAGEMENT PROGRAM FUNDING
WILDFIRE MANAGEMENT
CUSTOMER IMPACT – FINANCIAL SCENARIOS

Ms. Antonopoulos concluded the presentation.

CLIMATE CHANGE IN FLAGSTAFF
VULNERABILITIES: WHAT IS AT RISK?
ENVIRONMENTAL MANAGEMENT FEE
A FEE RESTRUCTURE – WHY?
PROPOSED FEE RESTRUCTURE
RESIDENTIAL CUSTOMER IMPACT EXAMPLE WITH TYPICAL MUNICIPAL BILL SERVICE
COMMERCIAL CUSTOMER IMPACT EXAMPLE WITH MUNICIPAL TRASH AND RECYCLING SERVICE
EMF/WRIP RESIDENTIAL IMPACT SUMMARY
TIMELINE
OUTREACH
BUILDING COMMUNITY TOGETHER
ADVANCING CITY INITIATIVES

The following individuals addressed Council:

- Karin Malis-Clark
- Anne Mottek

The following comments were received:

- The City of Flagstaff has been a leader and a partner in Forest Health; the fee will enable the City to sustain that leadership and continue to be a strong partner.
- Considering the investment that Flagstaff voters have already made in the Flagstaff Watershed Protection Project, continuing forest health and restoration measures that reduce severe wildfire risk and potential destruction of our watersheds, is critical to

maintaining quality of life for citizens.

There being no further public comment Mayor Evans closed the public hearing on Item 7A.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Austin Aslan read Ordinance No. 2020-13 by title only for the first time with the minor change of going from Option 1 to Option 2.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to amend the motion to go with Option 1.

Councilmember McCarthy stated that Option 2 provides additional watershed protection and Option 1 eliminates that. The average cost to the household is $0.52 per month which he believes is minimal.

Councilmember Aslan agreed stating that he prefers to see funding go toward wildfire management.

Councilmember Odegaard stated that he is concerned about raising fees for new projects in the face of housing concerns. He is also concerned about starting the new projects associated with Option 2 during the pandemic.

Vote: 3 - 4

AYE: Councilmember Charlie Odegaard
Councilmember Regina Salas
Mayor Coral Evans

ORIGINAL MOTION

Vote: 3 - 4

AYE: Councilmember Austin Aslan
Councilmember Jamie Whelan
Councilmember Jim McCarthy

Moved by Councilmember Austin Aslan, **seconded by** Vice Mayor Adam Shimoni to read Ordinance No. 2020-13 as presented by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 7 HEALTH AND SANITATION, SECTION 7-03 WATER SYSTEM REGULATIONS, SECTION 7-03-001-0010, SUBSECTION A WATER RATES, TO ESTABLISH A NEW WATER RESOURCES INFRASTRUCTURE PROTECTION THROUGH WILDLAND FIRE MANAGEMENT FEE; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

B. **Consideration and Adoption of Ordinance No. 2020-14:** An ordinance of the City Council of the City of Flagstaff amending the Flagstaff City Code, Title 7 Health and Sanitation, Section 7-04-001-0010 Fees, Subsection I, by restructuring the Environmental Management Fee; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date

Karen Malis-Clark submitted comments in support stating that the proposed fees will support important programs and projects.

There being no further comments Mayor Evans closed the public hearing on Item 7B.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard read Ordinance No. 2020-14 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 7 HEALTH AND SANITATION, SECTION 7-04-001-0010 FEES, SUBSECTION I, BY RESTRUCTURING THE ENVIRONMENTAL MANAGEMENT FEE; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

8. REGULAR AGENDA

A. **Consideration and Adoption:** City of Flagstaff Re-Entry Plan.

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

RE-ENTRY PLAN
MONITORING CRITERIA
INTRODUCTION

Director of T-Gen North Dr. David Engelthaler introduced himself and indicated he was available for questions.

Deputy City Manager Shannon Anderson continued the presentation.

MONITORING CRITERIA
NUMBER OF CASES
COCONINO COUNTY DAILY CASE COUNTS BY GEOGRAPHIC REGION
PERCENT OF POSITIVE TESTS
DISCUSSION WITH COUNCIL & DR. ENGELTHALER

Council discussed the current COVID-19 data. The following points were discussed:

- Different ways of interpreting data.
- Responsibilities of the public to reduce spread.
- The potential of a second wave.
- Concerns about seasonality.
- Shifting the focus to limiting serious illness, death, and impacts to the healthcare system.
- Mutations and variants of the virus.
- The importance of looking at COVID-19 from a long-term standpoint.
- The use of masks.

- Updates on vaccine development.
- Outdoor events and activities.

Jennifer Grogan submitted a public comment requesting a timeline for reopening to allow event producers to plan accordingly.

Nancy McCleskey submitted a public comment encouraging the Council to proceed with caution as they determine next steps in moving forward.

Ms. Anderson moved into the Re-Entry Plan portion of the PowerPoint presentation.

RE-ENTRY PLAN
PLAN FOR RE-ENTRY INTO CITY FACILITIES AND PROPERTIES
PHASE I
PHASE II
PHASE III
PHASE IV
SPECIAL EVENTS & PERMITS
CDC GUIDELINES
EMPLOYEE & WORKPLACE SAFETY

The following points were discussed by Council:

- It is not time to move out of Phase 2 yet.
- Clear criteria needs to be established before moving into Phase 3.
- Continued mask wearing in city facilities.
- Limiting attendance at events.

Ms. Anderson provided the following language for consideration of criteria for moving to Phase 3:

Downward trajectory of the number of cases, hospitalizations and deaths over four or more weeks. During this same timeframe, the community members, business owners and visiting public have demonstrated the ability to follow CDC guidelines such as physical distancing, wearing masks when in close spaces and personal hygiene to help prevent serious illness and death. Healthcare facilities must have capacity to care for those who are seriously ill and the ability to provide testing, monitoring and contact tracing.

Moved by Councilmember Charlie Odegaard, **seconded by** Vice Mayor Adam Shimoni to adopt the City of Flagstaff Re-Entry Plan including additional language about monitoring criteria.

Vote: 7 - 0 - Unanimously

B. **Consideration and Approval:** Legends Entertainment District Agreement (Advertising for Discover Flagstaff/CVB)

Marketing and Media Relations Manager Lori Pappas provided a PowerPoint presentation that covered the following:

LEGENDS ENTERTAINMENT DISTRICT AGREEMENT

CURRENT OUT-OF-HOME CREATIVE
VEHICLE AND FOOT TRAFFIC IN #1 DRIVE MARKET
REQUEST TO RENEW CONTRACT
BUDGET

The following individuals submitted comments in support of the agreement:

- Lynda Fleischer
- Jennifer Rolley

The following comments were received:

- The Phoenix area is ideal for marketing efforts.
- The billboard is perfectly positioned in the heart of the entertainment district and in front of major sporting and concert venues.
- Flagstaff is known for its charming, locally owned businesses, and those businesses need tourists to survive.
- Continuation of the billboard keeps with best and highest use of tourism funds.
- This is the number one market for attracting out of town visitation.

Councilmember McCarthy indicated that he will be voting no on the agreement because billboards are not permitted within the Flagstaff area and he believes Flagstaff should represent those same values elsewhere.

Councilmember Whelan expressed appreciation for the inclusion of COVID mitigation messaging in the advertising.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Charlie Odegaard approve the two-year renewal of the Legends Entertainment District advertising agreement with Discover Flagstaff in the amount of $78,000 per year for FY ’21 and FY ’22. This is the same amount as previously approved by City Council for FY’s 18 – 20 for the same downtown Phoenix billboard placement.

Vote: 6 - 1

NAY: Councilmember Jim McCarthy

C. **Consideration and Approval of Lease Amendments:** Amendment of Flagstaff Airport Leases and Hangar Permits to offer rent abatement from a minimum of three (3) months or a maximum of six (6) months, due to the economic impacts of the COVID-19 pandemic.

Grants and Contracts Manager Stacey Brechler-Knaggs stated that the item was previously presented to Council on May 19, 2020. At that time it only included leases and what is currently presented includes both leases and hangar permits.

Cal McCloy submitted comments urging the Council to grant the rent abatement for the greater good of the community and preserve air service in Flagstaff.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard approve lease amendments with all of the airport tenants to abate rent for six (6) months and approve hangar permit amendments with all hangar tenants to abate rent for six (6) months, and authorize the Airport Director to administratively approve these amendments

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Austin Aslan to amend the motion to provide rent abatements for three months.

Vote: 3 - 4

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

ORIGINAL MOTION

Vote: 7 - 0 - Unanimously

D. **Consideration and Approval of Contract:** Cooperative Purchase Contract with Stifel, Nicolaus & Company, Inc. to provide Underwriting Services for issuing Certificates of Participation debt. The contract has a maximum total cost not to exceed $900,000.

Management Services Director Rick Tadder addressed Council and explained that Items 8D and 8E are cooperative contracts for underwriting services and bond counsel. The authorization to issue debt will be considered at the June 23, 2022 meeting.

Moved by Councilmember Jamie Whelan, **seconded by** Vice Mayor Adam Shimoni to approve the Cooperative Purchase Contract for Bond Underwriting Services with Stifel, Nicolaus & Company, Inc. for a fee of $5.00 per $1,000 of bond par issuance for underwriting and $2.00 per $1,000 of bond par issuance for management services for a total of $875,000 plus regulatory and marketing expenses for a maximum total not to exceed an amount of $900,000 utilizing a cooperative contract through the Crane Elementary School District #13 RFP C-005-1718 and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

E. **Consideration and Approval of Contract:** Cooperative Purchase Contract with Greenberg Traurig, LLP to provide Bond Counsel services for issuing Certificate of Participation debt in an amount not to exceed $125,000.

Moved by Councilmember Charlie Odegaard, **seconded by** Vice Mayor Adam Shimoni to approve the cooperative purchase contract for Bond Counsel services through Greenburg Traurig LLP for a fee of $1.00 per $1,000 of bond par issuance and an amount not to exceed $125,000 utilizing a cooperative purchase agreement through the Chandler Unified School District #80, RFP #01-18-022 and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

F. **Consideration and Adoption of Resolution No. 2020-29:** A resolution of the City of Flagstaff, Arizona Mayor and Common Council, designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2020 expenditure limitation report to the Arizona Auditor General

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Charlie Odegaard to read Resolution No. 2020-29 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2020 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Adam Shimoni to adopt Resolution No. 2020-29.

Vote: 7 - 0 - Unanimously

G. **Consideration and Adoption of Resolution No. 2020-30:** A resolution of the City of Flagstaff, Arizona Mayor and Common Council designating the Chief Fiscal Officer for officially submitting the fiscal year 2021 expenditure limitation report to the Arizona Auditor General

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to read Resolution No. 2020-30 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2021 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Austin Aslan to adopt Resolution No. 2020-30.

Vote: 7 - 0 - Unanimously

A break was held from 7:20 p.m. through 7:26 p.m.

H. **Consideration and Adoption of Resolution No. 2020-31:** A resolution of the Council of the City of Flagstaff, Arizona adopting the tentative estimates of the amounts required for the public expense for the City of Flagstaff for Fiscal Year 2020-2021; adopting a Tentative Budget; setting forth the receipts and expenditures; the amount proposed to be raised by direct property taxation; giving notice of the time for hearing taxpayers, for adopting of Budget and for fixing the tax levies. ***(Adopt Tentative Budget for City FY 2020-2021)***

Finance Director Brandi Suda provided a PowerPoint presentation that covered the following:

CITY OF FLAGSTAFF FY 2020-2021 BUDGET
TIMELINE
LEGAL SCHEDULE A
HIGHLIGHTS
INVESTMENTS BY COUNCIL PRIORITY
CHANGES SINCE APRIL RETREAT
ADDITIONAL INFORMATION

Councilmember Whelan expressed concern about a $217 Million increase going into a recession. While she understands needing to appropriate the highest amount she is concerned about the potential losses in revenue.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2020-31 by title only.

Vote: 6 - 1

NAY: Councilmember Jamie Whelan

A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ADOPTING THE TENTATIVE BUDGET FOR THE CITY OF FLAGSTAFF FOR FISCAL YEAR 2020-2021

Moved by Councilmember Austin Aslan, **seconded by** Vice Mayor Adam Shimoni to adopt Resolution No. 2020-31.

Vote: 6 - 1

NAY: Councilmember Jamie Whelan

9. DISCUSSION ITEMS

A. Library updates and discussion on adjusting hours of operation

Library Director Jared Tolman provided a PowerPoint presentation that covered the following:

FLAGSTAFF CITY – COCONINO COUNTY PUBLIC LIBRARY
EAST FLAGSTAFF LIBRARY PHOTOS
EFCL BATHROOM RENOVATIONS
MAIN LIBRARY PHOTOS
MAGAZINE COLLECTION
TUBA CITY LIBRARY RENOVATIONS
EXTENDED SUNDAY HOURS
WHAT HELPED US DECIDE
DOOR COUNT
PUBLIC SURVEY

Council expressed appreciation and support for the recommendation.

B. Discussion regarding Governor Ducey's Declaration of State of Emergency

Mr. Solomon explained that the Governor's State of Emergency imposes a statewide curfew due to rioting. The curfew is from 8:00 p.m. through 5:00 a.m. each night from May 31, 2020 through June 8, 2020 unless extended. Prohibited activities are using, standing, sitting, traveling, or being present on any public street or public place during the curfew hours. Exemptions are broad and include police and fire, medical personnel, and emergency response personnel. There is also a media exemption along with traveling to and from work and religious worship. Violation of the curfew is a class 1 misdemeanor with any other crimes committed being separately cited.

Council discussed Governor Ducey's Declaration of a State of Emergency. Discussion points included:

- Confusion in the community.
- Local police response.

- Developing a video showing Council and community support.
- The need for continued dialogue focused on healing social inequities.

10. COUNCIL LIAISON REPORTS

Councilmember McCarthy reported that the Housing Commission met last week to debrief on the 2020 housing bond. He developed a report to the City Manager and Housing Commission covering a number of items and encouraged Council to read the report.

Councilmember Whelan reported that she attended the NACOG meeting where they discussed the different parts of NACOG. The Agency on Aging received $5.7 Million from the Cares Act 1 and $18 Million in Cares Act 2. They have improved their Meals on Wheels program and Head Start is working to refigure their family style meals program and teaching to be COVID compliant.

11. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Whelan to place on a future agenda a discussion regarding the development of an online portal for citizens to submit and sign Citizen Petitions to the City Council.

Councilmember Whelan stated that she would like to have an online portal created that allows people to sign a citizen petition to the City Council.

The requisite number of Councilmembers supported the item being forwarded to a future agenda for discussion.

B. **Future Agenda Item Request (F.A.I.R.)** A Citizens' Petition requesting that the Council to "examine Towns on Lone Tree/Tract 22 Student Housing Development (Symmetry/Valeo)"

Mr. Solomon explained that the petition involves site plan review which is not policy decision for the Council and the city code indicates that the authority rests with the Planning Director. The Director shall approve the plan as submitted, approve with conditions, or deny the application and the decision can be appealed to the Board of Adjustment. Ultimately, it is not a policy decision but rather administrative and Council has no authority to conduct the review.

Bruce Carl Ertman submitted comments encouraging Council to review the site plan, particularly in regard to the plan’s conformance to the development agreement. The Council has a duty to ensure that any development on this site adheres to the binding development agreement between the city and property owner as well as the conditional nature of the current zoning.

Mary Norton submitted comments asking the Council to review the site plan.

Councilmember McCarthy noted that he heard that the Council does not have the authority to review site plans. However, he believes that the City Council has an oversight responsibility, and he would like to see the matter move forward for further discussion.

Councilmember Odegaard stated that there is no site plan to review and he is hesitant to

consider moving the item forward without the benefit of having the plan.

Councilmember Whelan noted that there is a clear separation between Council and staff with regard to these matters. She is not qualified to review or make an educated ruling which is why the process is set up the way it is.

There was not enough support to move the item forward to a future agenda.

12. CITY MANAGER REPORT

A. City Manager Report

Mr. Clifton briefly reviewed his report.

i. Discussion and Possible Direction on Proposed Climate Resolution

Council indicated that while they wanted to consider the resolution at an in-person meeting, with the current state of things they feel it best not to wait for that to happen. They requested that it be presented to them before the summer break.

13. COVID-19 UPDATES

Vice Mayor Shimoni asked for information on developing a guiding document on resiliency and sustainability through the COVID pandemic with a bottom-up approach. Mr. Clifton indicated that he would work with Sustainability Director Nicole Antonopoulos to determine the need and provide information.

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

Councilmember Odegaard reported that the Rio de Flag Bridge project was included in ADOT's tentative budget. He reported that he and Councilmember McCarthy attended an Eagle Scout ceremony where they presented a recognition from the Mayor to Oscar Woolverton. He also offered gratitude to Mayor Evans for her leadership.

Councilmember Salas requested a FAIR item to discuss possible action to adjust the timeline of the Flagstaff minimum wage from Proposition 414 with the intent of furthering the purpose of the voter initiative.

Councilmember McCarthy commented on the upcoming Movies in the Square events and expressed concern about the potential noise impacts. He asked about permitting of the event. Mr. Clifton stated that there is no permit for the event and that he will get additional information from the Downtown Business Alliance on the event and relay that to the Council.

Councilmember Whelan thanked leadership and the Mayor for all the work and guidance being provided with the pandemic.

Councilmember Aslan made note of the need to potentially address the protocol for meeting lengths while in the virtual setting. He noted that it is easier for the meetings to go longer while virtual and it is important to be mindful of the time.

Vice Mayor Shimoni reported that he recently had a good conversation with the Hopi Chairman and was grateful to make the connection and work to better support their respective communities.

Mayor Evans offered her gratitude to city leadership and the Council for the hard work and considerations given during such a difficult time.

15. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held June 2, 2020, adjourned at 9:30 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on June 2, 2020. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 19th day of April, 2022.

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, JUNE 16, 2020
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
1:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Evans called the meeting of the Flagstaff City Council held June 16, 2020, to order at 1:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT: ABSENT:

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

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

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

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

MISSION STATEMENT

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

4. Louis Agassiz Renaming Discussion

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

LOUIS AGASSIZ RENAMING DISCUSSION
NAMESAKE
LOCAL ACTIONS TAKEN
THE AGASSIZ NAME IN FLAGSTAFF
STREET RENAMING PROCESS
AGASSIZ STREET
POTENTIAL COSTS

The following individuals submitted comments in support of changing the name of Agassiz Street:

- Elizabeth Gehret
- Dina Barnese
- Darrell Marks
- Trissdyn Nez
- Taralyn Sloan
- Chris Jocks
- Dorothy Denetsosie Gishie
- Leo Thomas Gishie Sr.
- Leo Alexander Gishie Jr.
- Carmenlita Chief
- Deborah Harris
- Susan Newlin
- MacKenzie Chase
- Dawn Tucker
- Eric Dovigi
- Tamra Ayala
- Jeff McCarroll
- Hilary Giovale
- Maya Rappaport
- Garrison Garcia
- Anna Canning
- Eva Rowe
- Isobelle Dove-Robinson
- Sage Nelson
- Rudy Preston
- Bernadine Lewis
- Natalie Lampros
- Sean Golightly

The following comments were received:

- Monetary cost and mild inconvenience should not be an impediment considering the psychological cost to our neighbors of color of seeing a racist immortalized and glorified daily.
- Rename Agassiz Street to a name that is more appropriate and fitting for the neighborhood and its history.
- The San Francisco Peaks are also very inappropriately named after Agassiz who is a known racist.

- The Council should act and vote to support and advocate for changing the name of the Agassiz peak, the streets, and other structures named after this racist person.
- The change would mean so much to the younger generation and instead of fighting about it physically we're learning how to take steps by talking to people, getting our voices heard in a good way.
- Dr. Agassiz's letters as well as his professional publications in the last part of his career focused on the idea of polygenism, the theory that races of human beings were created in different times and places and are thus like different species.
- Many other organizations and municipalities have removed the Agassiz name as an honorary title of buildings, streets, and such; it is only appropriate that Flagstaff do so as well, and communicate the same as a request to the United States Forest Service regarding Agassiz Peak.
- Th Council should also consider changing the name of Columbus Avenue.
- The City Council should work in earnest to collaborate with Indigenous groups such as the Indigenous Circle of Flagstaff to rename all landmarks and places bearing the name of racist colonizers such as Louis Agassiz and replace with Indigenous names.
- By working collaboratively, we can bring healing by renaming and by listening to the land.
- Given that the Southside neighborhood was inhabited by Black people who Agassiz considered inferior to whites, it is appropriate for the City of Flagstaff to take his name off every street, building, and other public land owned by the city.
- Perhaps we can show we care and change the name of our street from Agassiz to Equality.
- Changing the name would be a start to further recognizing systemic racism and creating meaningful change in our community.
- It is shameful and embarrassing to have a prominent street named after a eugenicist and racist.
- The Council should consider a name that honors Flagstaff's rich history, not a racist scientist that passed through town.
- Removing the name Agassiz from as many locations as possible is akin to removing confederate reminders to many in the south.
- Such an action is relatively small, but indicates the city's commitment to racial justice and the hard work ahead.
- Maintaining the current name, with the historical context of Louis Agassiz, would be to uphold the racist, colonial, and traumatic history of this land.
- Please allow the residents on Agassiz to participate in choosing a new name.
- Begin the process of reconciliation at the deepest levels and advocate to higher up governments such as the County and State to do the same.

The following individuals submitted comments in opposition to changing the name of Agassiz Street:

- Tisha Cazel
- Ernie deVries
- Gregg Ensminger

The following comments were received:

- Removing Dr. Louis Agassiz's name erases the opportunity for continued dialogue as well as the reminder of the attitudes and actions we find unacceptable today.
- Resources could rather be diverted to support the Black Lives Matter movement, child care, early childhood education, or affordable housing.
- Whatever the reason that someone named Agassiz was honored, it is better to remember the whole person honestly than to pretend that they did not exist by removing all references to them.
- If we were to remove the name from landmarks in the city, then we'd also have to ban

five-dollar bills from being spent in Flagstaff, since Abraham Lincoln also held a belief in white superiority.
- If we were to remove the names of every historical figure with whom someone found fault, then nothing on Earth would ever be named after anyone.
- History was created by both saints and sinners alike; it's time we forget about all this renaming and tearing-down nonsense and start exercising a thing called forgiveness.

Council expressed their support for moving forward and requested that the public be involved in determining what the new name should be.

5. Temporary Use of the Old Public Works Yard as a Temporary Construction Yard

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

USE OF OLD PUBLIC WORKS YARD AS A TEMPORARY CONSTRUCTION YARD
VICINITY MAP
AERIAL VIEW
DESCRIPTION OF MATERIAL/EQUIPMENT BEING STAGED
SUMMARY OF BENEFITS

The following individuals submitted public comments:

- Charlie Silver
- Emily Robbie
- Trish Meredith
- Constance Taylor
- Rose Houk
- Duffie Westheimer
- Eva Rowe
- Jessica Madson
- Lance Diskan
- Isobelle Dove-Robinson
- Chris Jocks on behalf of the ICF
- Sage Nelson
- James Madson

The following comments were received:

- The temporary use of the old city yard as a construction staging area must be mindful about traffic, noise, dust, and vehicular/truck speed.
- For many years, we have had to deal with the noise of trucks and buses that went up and down the street as the city used the land and now, the land that was supposed to be given back to the people to enjoy, is going to be used again for construction.
- Use of this land needs to stop and be given back to the people to use and enjoy.
- Please consider an alternative site.
- After so many years of living with city trucks and other vehicles I am opposed to the proposed use if it means Mogollon Street will be the main access.
- I am not interested in living with this type of traffic, especially now that traffic is “normal” after the City Yard has relocated from our neighborhood.
- If Bonito Street is the route to and from the project, the heavy truck traffic will be mingling with school buses and other traffic once schools resume in August.
- It feels like we're reverting to using the yard as a de facto maintenance facility rather than rightfully treating it as part of Thorpe Park.

- The city needs to reconsider using Thorpe Park as a construction staging area. It is too heavy of a use for too long.
- The use should be strictly limited to the requested two and a half years, with no extension possible unless approved in a public meeting.
- The construction company must be responsible for repairing any damage done to the property.
- The temporary use should not obstruct or limit pending proposals for beneficial public use of the property.

Council discussed the challenges related to the location and the importance of being respectful to the surrounding neighborhood. There was discussion about other sites that were considered but not recommended.

Following discussion Council offered support to use the old public works facility as a temporary construction storage site.

6. Discussion and Possible Direction of Current F.A.I.R. Items

City Clerk Stacy Saltzburg addressed Council to provide an update on current Future Agenda Item Requests. She asked the Council to review the list and provide any direction on desired adjustments.

Council discussed the need to be mindful in their FAIR requests. There is a lot of work that goes into preparing the items for discussion and the schedule is getting pushed out further and further. There was also discussion about considering each item that comes forward and not offering support unless they really have an interest in a future discussion.

A break was held from 2:53 p.m. through 3:00 p.m.

7. 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.

The following individuals submitted public comments.

Manoj Yadav introduced allevents.in and encouraged people to use the app to participate in events and meet new people.

Madrone K. Schutten encouraged the City to develop a signage campaign to encourage residents and visitors to wear masks.

Flagstaff Unified School District Governing Board and Superintendent Mike Penca offered appreciation for the City of Flagstaff support for the graduation processions last month.

Deborah Harris encouraged the Council to actively engage the entire community in meaningful dialogue and action for social justice reform through a series of six public

forums, each with a specific focus addressing housing, economics, cultural sensitivity, implicit bias and racial conflict, and countering pervasive anti-Black racism in our midst.

Kaelin Zielinski requested that Council repeal the camping ordinance, allocate additional funding to Flagstaff Shelter Services, and absolve all fines and fees associated with the criminal legal process.

Joni Garofalo commented in opposition to allowing restaurants to expand their dining areas into the streets of downtown, causing the streets to be blocked off.

The following individuals listed the names of black people killed by police:

- James Anders
- Courtney Hinman
- Ned del Callejo
- R.E. Wall
- Hugh Denno
- Nick Bejarano
- Quinn Scully
- Amee Begay
- Margaret Dewar
- Jamey Hasapis
- Dwayne Conn
- Kyle Boggs
- Kathleen Preston
- Debbie Leavitt Castleberry
- George Castleberry
- Mary Greenlaw Begay
- Betsy Hamill
- Ivy Hanna
- Scott Begay
- Rudy Preston

8. APPOINTMENTS

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

A. Consideration of Appointments: Transportation Commission.

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Charlie Odegaard to appoint Brian Burton for a term expiring July 2021.

Vote: 7 - 0 - Unanimously

Moved by Mayor Coral Evans, **seconded by** Councilmember Regina Salas to appoint Kate Morely as the NAIPTA Representative for a term expiring November 2022.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to appoint Kevin Parkes for a term expiring July 2023.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to appoint Julie Leid for a term expiring July 2022.

Vote: 7 - 0 - Unanimously

9. CONSENT ITEMS

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

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

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Project Fund Disbursement:** Authorize the transfer of funds from a jointly managed restricted account with the National Park Service and approve the project recommendation made by the Lake Mary - Walnut Creek Technical Advisory Committee

Authorize the transfer of $19,000 from a jointly managed restricted account with the National Park Service to a City account to use towards funding the Lake Mary-Walnut Canyon Technical Advisory Committee's recommendation to continue funding the U.S. Geological Survey for the operation and maintenance of a stream gauge located within Newman Canyon through September 2024.

B. **Consideration and Approval of Contract:** JE Fuller Hydrology & Geomorphology, Inc. for the Flood Alert Gauge Network Expansion Project in the amount of $112,800.

1. Approve the contract with JE Fuller Hydrology & Geomorphology, Inc. in the amount of $112,800; and
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Contract:** Approve the construction contract with Revolution Industrial, LLC in the amount of $589,819.00 for the Industrial Waterline Replacement.

1. Approve the construction contract with Revolution Industrial, LLC in the amount of $589,819.00 with a contract duration of 112 calendar days;
2. Approve a contract allowance of $43,642.50, which is 7.5% of the Engineer's Estimate;
3. Approve Change Order Authority to the City Manager in the amount of $58,981.90 which is 10% of the lowest responsive bid;
4. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of BNSF Railway Preliminary Engineering Agreement Supplement:** Rio de Flag Flood Control Project Construction Document Review.

1. Approve the Preliminary Engineering Agreement Supplement (Agreement Supplement) with BNSF Railway (BNSF) in an additional amount of $183,000 for a total expenditure not to exceed $213,000; and

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

10. Mayor Evans reordered the agenda and took Item 12B and 12 C before the public hearing items.

12B - <u>Consideration and Adoption of Ordinance No. 2020-17:</u> An ordinance of the City Council of the City of Flagstaff, relating to the financing of a certain project, specifically approving publication of notice of proposed lease of land and buildings from, and lease-purchase back of such land and buildings to, the City and request for bids in connection therewith; authorizing the acceptance of a bid with respect thereto; approving the sale and execution and delivery of Certificates of Participation in a lease-purchase agreement to provide the necessary financing therefor; approving the form and authorization the execution and delivery of necessary agreements, instruments and documents related to the sale and issuance of the certificates; delegating authority to the Management Services Director of the City to determine certain matters and terms with respect to the foregoing; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this ordinance and ratifying all actions taken to further this ordinance; providing for severability, authority for clerical corrections, and establishing an effective date

(Certificate of Participation Debt Authorization - Pension COPS)

Mr. Clifton stated that the presentation and discussion before the Council is a result of the city's unwavering commitment to its public safety employees and how to move forward with those commitments in the most prudent fiscal manner.

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

PENSION CERTIFICATES OF PARTICIPATION
CONSIDERATION OF AN ORDINANCE TO AUTHORIZE ISSUANCE OF PENSION CERTIFICATES OF PARTICIPATION (COP) DEBT
THE TEAM

Mr. Clifton introduced Michael Cafiso and Paul Gales with Greenberg Traurig, Mike Townsend with the Public Safety Personnel Retirement System, Diane McCallister with Public Policy Partners, and Mark Reader, Omar Daghestani, and Rushda Mustafa with Sifel, Nicolaus and Company.

PSPRS PENSION INFORMATION
GOALS FOR THE PENSION COP
CERTIFICATES OF PARTICIPATION – FINANCING STRUCTURE

Mr. Reader continued the presentation.

PENSION COP PROCESS

Mr. Daghestani continued the presentation.

SIZING THE PENSION COP
CERTIFICATES OF PARTICIPATION – ESTIMATED SOURCES AND USES

Finance Director Brandi Suda continued the presentation.

CERTIFICATES OF PARTICIPATION

Mr. Reader continued the presentation.

TIMELINE

Mr. Tadder concluded the presentation.

COUNCIL DIRECTION

Councilmember Whelan asked if raising the fund balances would add any benefit to the process. Mr. Tadder explained that fund balances are an area that rating agencies consider and they are aligned with the City's 20% debt service. He added that with the potential recession and impacts of COVID in the next year the city would be better off to consider higher fund balances at a later time. Mr. Clifton added that there was discussion about fund balances and the fund balance policy is likely to come forward in the future.

Council expressed support for the 20-year timeline and 100% funding.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Austin Aslan to read Ordinance No. 2020-17 by title only for the first time.

Vote: 7 - 0 - Unanimously

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

12C - <u>Consideration and Adoption of Ordinance No. 2020-15:</u> An ordinance of the City Council of the City of Flagstaff, adopting a Public Safety Personnel Retirement System Contingency Reserve Fund Policy; providing for repeal of conflicting ordinances, severability, and establishing an effective date.

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

PSPRS CONTINGENCY RESERVE FUND
SECTION 1: BACKGROUND
SECTION 2: PURPOSE
SECTION 3: ESTABLISHMENT OF FUNDS AND INITIAL DEPOSIT
SECTION 4: RULES FOR INVESTMENTS
SECTION 5: RULES FOR DRAWS
SECTION 6: RULES FOR REPLENISHMENT

SECTION 7: SIZING OF THE CONTINGENCY RESERVE FUNDS
SECTION 8: RULES TO DISSOLVE FUND
STAFF RECOMMENDATION

Councilmember Whelan noted that she was hoping to be able to tap into some of the money savings for projects in the community. Mr. Tadder explained that the purpose of the reserve is to provide protection when rates fluctuate. There is opportunity to use some of the savings for one-time budget allocations, but they are unable to be committed to on-going projects. There is a five-year limit to make sure there is proper funding, beyond that point there will be more opportunity to utilize the savings in future budgets.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Charlie Odegaard to read Ordinance No. 2020-15 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ADOPTING A PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM CONTINGENCY RESERVE FUND POLICY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

A break was held from 5:26 p.m. through 5:40 p.m.

PUBLIC HEARING ITEMS

A. **Consideration and Adoption of Ordinance No. 2020-13:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 7 Health and Sanitation, Chapter 7-03 Water System Regulations, Section 7-03-001-0010, Subsection A Water Rates, to establish a new Water Resources Infrastructure Protection through Wildland Fire Management Fee; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date.

Mayor Evans opened the public hearing.

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

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Austin Aslan to read Ordinance No. 2020-13 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 7 HEALTH AND SANITATION, SECTION 7-03 WATER SYSTEM REGULATIONS, SECTION 7-03-001-0010, SUBSECTION A WATER RATES, TO ESTABLISH A NEW WATER RESOURCES INFRASTRUCTURE PROTECTION THROUGH WILDLAND FIRE MANAGEMENT FEE; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to adopt Ordinance No. 2020-13.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Ordinance No. 2020-14:** An ordinance of the City Council of the City of Flagstaff amending the Flagstaff City Code, Title 7 Health and Sanitation, Section 7-04-001-0010 Fees, Subsection I, by restructuring the Environmental Management Fee; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date

Mayor Evans opened the public hearing.

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

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Ordinance No. 2020-14 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 7 HEALTH AND SANITATION, SECTION 7-04-001-0010 FEES, SUBSECTION I, BY RESTRUCTURING THE ENVIRONMENTAL MANAGEMENT FEE; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Charlie Odegaard to adopt Ordinance No. 2020-14.

Vote: 7 - 0 - Unanimously

C. **Public Hearing:** FY 2020-2021 Budget and Property Tax Levy

Mayor Evans opened the public hearing.

Council agreed to take public comment on the item at the current meeting. The public hearing will then be closed, and a special meeting will be called for June 17, 2020 at 6:45 p.m. where Council will discuss the item and take formal action.

A break was held from 5:55 p.m. through 6:15 p.m.

Finance Director Brandi Suda provided a PowerPoint presentation that covered the following:

CITY OF FLAGSTAFF FY 2020-2021 BUDGET
BUDGET TIMELINE
BUDGET HIGHLIGHTS
BUDGET SUMMARY
RECOMMENDATION
LEGAL SCHEDULE A
PROPERTY TAXES
PROPOSED PROPERTY TAX
PROPERTY TAX RATES
PROPERTY ASSESSED VALUES
CITY PROPERTY TAX IMPACT
RESIDENTIAL
COMMERCIAL

Public comment began at 6:36 p.m.

A break was held from 8:30 p.m. through 8:40 p.m.

Another break was held from 10:47 p.m. through 11:00 p.m.

The following individuals submitted comments requesting a reallocation of funding or a defunding of the Police Department:

- Aaron Kozloff
- Abigail Jackson
- Abigail Verdugo
- Abrielle Meyer
- Adam Fasbender
- Alexander Chopin
- Amanda Jeffs
- Amy Lipschultz
- Andrea Meronuck
- Anona Miller
- Avis Solis-Cruz
- Becky Hipsher
- Blue Russ
- Brian Marbury
- Brian Rosenstein
- Cameran Vanzant
- Carrie Hoffman
- Casey Jones
- Chelsea Green
- Chris Zielinski
- Clare Henry
- Cole Burford
- Colette Kessler
- Dan Rosen
- Danielle Hedquist
- Danitza Miranda
- David M Davis
- DeArreona King
- Dian Squire
- Dina Barnese
- Dunya Cope
- Ellaine Villano
- Emily Alaine Haworth
- Emily Dale
- Emily Davalos
- Emily Gough
- Eric Dovigi
- Eric Nolan
- Erin Hiebert
- Esther Evins
- Ezra Halstead
- Garrison Garcia
- Grace Peitzman
- Hope Brosseau
- Ira Allen
- Issi Rayner Fried
- Jacob Thompson

- Jacques Seronde
- Jai Ram Rideout
- Jaime Yazzie
- Jake Nelson
- James Kennedy
- James Young
- Janice Talley
- Jasmine Mueller-Hsia
- Jed Hayes
- Jeff McCarroll
- Jennifer Guyer
- Jermaine Barkley
- Jessi Quizar
- Jessica Madson
- Jessica Worthington
- Jillian Wagner
- Joan Denny Goblet
- Joanie Garcia
- Joanna Wheaton
- Joe Dalton
- Joe Maniglia
- John Stewart
- Jordan Dedrick
- Josh Floyd
- Josh Kinsolving
- Kaeli Wells
- Kalai Kollus
- Karin Johnson
- Kaylana Mueller-Hsia
- Kaysee Combs
- Kelli Cvercko
- Kelly Poe Wilson
- Kelly Randazo
- Kim Curtis
- Kimberly Samuels-Crow
- Kira Farmer
- Kye Davis
- Kyle Nitschke
- Kyra Bennett
- Laery
- Laura Trout
- Lenore Hipsher
- Levi Stallings
- Lily Strider
- Liz Gehret
- Malia Davis
- Maneka Wilborn
- Maren Studer
- Marguerite Hendrie
- Marilya Veteto Reese
- Marissa Vonesh
- Matalynn Slatton
- Matthew Klein
- Max Motter

- Maya J. Rappaport
- Megan Dwyer
- Megan Kauffman
- MeAgan Metz
- Melissa Quercia
- Michael Owoaje
- Monika Kuntar
- Moses Milazzo
- Natalie Metz
- Nicholas Heinen
- Nicole Bratsch
- Nikhil Dass
- Rachel Boll
- Raymond Walker
- Rebecca Ellerbroek
- Rick Michels
- Robin Applegate
- Ryan Bowman
- Ryan Gapp
- Ryan Leopold
- Sadie Matteucci
- Sage Nelson
- Samuel Mason
- Sandra Lubarsky
- Sarah Andrews
- Sarah Bosch
- Sarah Brobeck
- Sarah Lester
- Sasha Heinen
- Sean Parson
- Shawna Heinsius
- Shonie Hardeen
- Sidni Eason
- Sienna Case
- Sixten Jordan
- Stephanie Wacha
- Stephen Knutson
- Summer White
- Svea Conrad
- Tempest J
- Tracey McCoy
- Tristin Torres
- Tyler Conlon
- Veronica Core
- Vivian Ike
- Vivian Sanchez
- Wanyi Ng
- Wes Patterson
- Will Ambrose
- Yisha Ng
- Zoltran Arnoczi
- Angela Agosto
- Jacob Louchart
- Kevin White

- Malik Bossett
- Rachel Kalnbach
- Reilly Anna Cashmore
- Stacy Clark
- Anthony Garcia
- Elisha Dorfsmith
- Ylandra Wimmer

The following individuals submitted comments requesting no change or an increase to the Police Department budget:

- Aaron Graves
- Alex Chirovsky
- Alfredo Villa
- Amanda Finney
- Andrea Kadar
- Andrea Pertucci
- Andy Arlig
- Angela Jeffs
- Ann Newton
- Anne Lorillard Kent- Beckley
- Ash Patel
- Austin Rupe
- AZ State Representative Bob Thorpe LD-6
- Barbara Eastman
- Becky Cullum
- Beth Baldwin
- Beverly Wagner
- Bob Boilini
- Bob Philpott & Paula Philpott
- Brad and LaShelle Scott and family
- Byron C. Peterson
- Byron Peterson
- Carol Ilten
- Carrie Tupper
- Casey Gonzales
- Cathy Flores
- Ceara Chirovsky
- Celeste Hansen
- Charles Simpson JR
- Charlie Brown
- Chelsea Hansen
- Cheri Smith
- Cheryl Edgar
- Chris Zambeck
- Christina Caldwell
- Christina Goodman
- Chrystal L. Redding
- Cory Runge
- Craig Chlarson
- Craig Hutton
- Crystal DeHoag
- Dale Casey
- Damien and Gale Glassy
- Dan Edel

- Daniel Hiel
- Danna and Mike Alvey
- Dave Jansen
- David Korn
- Debbie Eberhardt
- Debbie Mews
- Deborah Johnson
- Dennis and Trita Carden
- Diane Beardsley
- DJ Clark
- Donald R. Nablo
- Elysia Goff
- Eric Kutac
- Gail M. Tobin
- Gene Shantz
- Geoffrey and Vicki Sheperd
- George and Hazel Maben
- Heather Fiser
- Holly Chatelain
- Ian Sharp
- J. Richard Hull
- Jaci Lickfeldt & Family
- Jacki Tait
- Jackie de Laveaga
- Jaime Gutierrez
- Jake Earl
- James Castillo
- Jamie Low
- Janet Parker
- Jeff Bierer
- Jeff Palmer
- Jen Curtis
- Jen Yubeta
- Jennie Barta
- Jennifer A. Brown
- Jennifer Ashely
- Jennifer Bearchell
- Jennifer Becerra
- Jennifer Cutlip
- Jerry and Maggie Kakert?
- Jim Kuhn
- Joann Clark
- Jodi Wilkie
- John Beale
- John Buckley
- Josh and Tricia Taiz
- Joshua Kuczora
- Juanita Sanchez
- Judith Sall
- Julie Bouck
- Julie Castillo
- Karla Ivey
- Katharine Perko
- Kathy Corcoran

- Kelly Phillips
- Kelly Terces
- Kenneth Basham
- Kevin Toomey
- Kirrila Bee
- Kourtney Stock
- Krista Randall
- Kyle Hiser
- Kylee Bergstresser
- Larry Mathis
- Laura A. Kavanaugh
- Laurie and David Diver
- Linda Castillo
- Linda and Peter Kuczynski
- Lisa Hatch
- Lorel Winsor
- Luke Peterson
- Lynn Beam
- Lynne Dewar
- Marc Goldberg
- Margaret Whited
- Marion Hunt
- Mark Venuti
- Matt Gibbs
- Matt Peace
- Maureen Palmer
- Melinda Newman
- Melissa Edel
- Melissa Talboom
- Meredith Young
- Michael Gulvin
- Michael Hall
- Michelle Fiser
- Mui-Joo Wee
- Nancy Ross
- Natalie McNally
- Omar Adame Parra
- Pat Madden
- Patrick Shubin
- Paul and Mari Goodman
- Paul Sanders
- Peter Kloeber
- PJ Way
- Rachael M
- Rebecca Brinkerhoff
- Rebecca Crowther
- Rebecca S. Wade
- Rhonda Mathis
- Rick O'Keeffe
- Rick Peters
- Rob Wilson
- Robert White
- Sarah Staus
- Scot and Anita Porter

- Scott Talboom
- Sean and Danielle Buckley
- Sean Connolly
- Serena
- Seth Gregar
- Shannon Martin
- Shelly Evtimov
- Skyler Lofgren
- Sonia Kelly
- Stan Pierce
- Stefanie Jefferson
- Steve Finch
- Steve Sunda
- Steven Flanagan
- Steven Keesling
- Steven Kelleher
- Sue Priest
- Susan Vickers
- Suzanne and Alan Bonner
- Tanner McKie
- Tate Nall
- Ted and Trish Meredith
- Terri Peters
- Terri Unkovich
- Terry Smith
- Thane Caird
- Thomas Bianciotto
- Tim Gales
- Tom Chesterman
- Tom Szymanoski
- Tony David
- Travis Fiser
- Trish Hutton
- Trisha Denney
- Trish Meredith
- Trudy Wieber
- Veronica?Welch
- Vida and Michael Spear
- Walt Blackman, LD 6
- Wendy Kuhn
- William Culbertson
- William F. Weldon
- William R Furrey II
- Zach Ellman
- Bethany Gregersen
- James Gregersen
- Kevin McCall
- Sue Miller
- Tami Ring
- Tiffin Miller

Written comments requesting a reallocation of funding or a defunding of the Police Department were submitted by the following individuals:

- O'Kema Dierbeck
- Dr. Nora Timmerman
- Kathleen Preston
- Natalie Bryant-Rizzieri
- Nicole Horton
- Jordan Morales
- Mac England
- Rupert Deese
- Brennick Cordova
- Cayson Morrison
- Kelsey Hontz
- Zac Timmons
- Valentina Fuentes
- James McDermott
- Chelsea Karnes
- Matt Eckhoff
- Katharina Christman
- Rebecca Fouts
- Mary Laffidy
- K. Durham

Written comments requesting no change or an increase to the Police Department budget were submitted by the following individuals:

- Lorri Hull
- Tom Boggess
- Dana Johnson
- Johanna Klomann
- Kelley Plamer
- Kathryn Reese
- Chad Johnson
- Judi Cayton
- Pat Martinez
- Rachel Palmer
- Ryan Palmer
- Michelle Despain
- Sharon Whitmore
- Sabra Lowe-Zedick
- Judy Fisher
- Brenda Peterson
- Jan Castaneda
- Michael Henderson
- Lou Horvath
- Jim Madden
- Jennifer Huff
- Kevin McCoy
- Matt Stribling
- Anne Johnson
- Audra Tadevich
- Kelcy Hambsch
- Sheena Jessee

- Maria Hammons
- Kelly Broaddus
- Hallie Herman
- Phyllis Strozier
- Abigail Joseph
- Don Rodda
- Daniel Liguori
- Mike Horton
- Beth Frost
- Margery Simchak
- Jessica Chlupsa
- Ron Lawrence
- Judy Martinez
- Zon Jennings
- Thomas Family
- Amy Trease
- Karen
- Alexa Sanders
- Debra McCormick
- Wizards Hearth & Home
- Marlene DeRosa
- Dan Basmagian
- Dietrick Sauer
- Julie Pastrick
- Pastor Landon Merrill
- JoAnna Daulton Ignace
- Jane Ridley

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

The Regular Meeting of the Flagstaff City Council held June 16, 2020, adjourned at 2:48 a.m.

11. SPECIAL MEETING

A. **Consideration and Adoption of Resolution No. 2020-36:** A resolution of the Council of the City of Flagstaff, Arizona, adopting the Budget for the Fiscal Year 2020-2021.

POSTPONED TO JUNE 17, 2020

12. REGULAR AGENDA

A. **Consideration and Adoption of Ordinance No. 2020-16:** An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars ($100.00) of valuation sufficient to raise the amount estimated to be required in the Annual Budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June, 2021. **(Primary and secondary property tax levies for FY 2020-2021)**

POSTPONED TO JUNE 17, 2020

B. **Consideration and Adoption of Ordinance No. 2020-17:** An ordinance of the City Council of the City of Flagstaff, relating to the financing of a certain project, specifically approving publication of notice of proposed lease of land and buildings from, and lease-purchase back of such land and buildings to, the City and request for bids in connection therewith; authorizing the acceptance of a bid with respect thereto; approving the sale and execution and delivery of Certificates of Participation in a lease-purchase agreement to provide the necessary financing therefor; approving the form and authorization the execution and delivery of necessary agreements, instruments and documents related to the sale and issuance of the certificates; delegating authority to the Management Services Director of the City to determine certain matters and terms with respect to the foregoing; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this ordinance and ratifying all actions taken to further this ordinance; providing for severability, authority for clerical corrections, and establishing an effective date **(Certificate of Participation Debt Authorization - Pension COPS)**

THE AGENDA WAS REORDERED, SEE ABOVE.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Austin Aslan to read Ordinance No. 2020-17 by title only for the first time.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Ordinance No. 2020-15:** An ordinance of the City Council of the City of Flagstaff, adopting a Public Safety Personnel Retirement System Contingency Reserve Fund Policy; providing for repeal of conflicting ordinances, severability, and establishing an effective date.

THE AGENDA WAS REORDERED, SEE ABOVE.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Charlie Odegaard to read Ordinance No. 2020-15 by title only for the first time.

Vote: 7 - 0 - Unanimously

D. **Consideration and Adoption of Resolution No. 2020-35:** A resolution of the Flagstaff City Council adopting the City of Flagstaff Public Safety Personnel Retirement System Pension Funding Policy; delegating authority; and establishing an effective date.

POSTPONED TO JUNE 17, 2020

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

POSTPONED TO JUNE 17, 2020

F. **Consideration and Adoption of Resolution No. 2020-32:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the City of Williams, City of Page, Grand Canyon National Park, Glen Canyon National Park Service and the City of Flagstaff for the Arizona 911 Grant Program

POSTPONED TO JUNE 17, 2020

G. **Consideration and Adoption of Resolution No. 2020-39:** A Resolution of the Flagstaff City Council, authorizing Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to proceed with environmental and other evaluation and planning for the Downtown transfer center on City property under the existing license.

POSTPONED TO JUNE 17, 2020

H. **Consideration and Adoption of Resolution No. 2020-34:** A resolution of the City Council of the City of Flagstaff, Coconino County, Arizona authorizing City of Flagstaff to become a member of the Arizona municipal Risk Retention Pool, an Arizona nonprofit corporation.

POSTPONED TO JUNE 17, 2020

I. **Consideration and Approval of Preliminary Plat** Request by AZ North Realty for Preliminary Plat (replat) approval for Rio Homes Unit 4, a 5.1-acre site located at 1221 East Emma Drive. The site is in the Medium Density Residential (MR) zone and has a Resource Protection Overlay (RPO).

POSTPONED TO JUNE 17, 2020

J. **Consideration and Adoption of Resolution No. 2020-37:** A resolution of the City Council of the City of Flagstaff, Arizona, calling a Special Election to be held on November 3, 2020, in conjunction with the City's General Election, to submit to the registered voters of Flagstaff a question to approve the continuation of a 1% City transaction privilege (sales) tax, excluding the tax on food, through June 30, 2035

POSTPONED TO JUNE 17, 2020

K. **Consideration and Adoption of Ordinance No. 2020-18:** An ordinance amending Flagstaff City Code Title 9, Traffic, Chapter 9-05, Bicycles.

POSTPONED TO JUNE 17, 2020

13. DISCUSSION ITEMS

A. Rio de Flag Flood Control Project - Update

POSTPONED TO JUNE 17, 2020

14. COUNCIL LIAISON REPORTS

15. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Aslan to place on a future agenda a discussion regarding the addition of lobbying for Land and Water Conservation Fund to City Council’s legislative agenda.

POSTPONED TO JUNE 17, 2020

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Salas to place on a future agenda a discussion regarding a possible Council action to adjust the timeline of the Flagstaff minimum wage with the intent of furthering the purpose of the voter initiative.

POSTPONED TO JUNE 17, 2020

16. CITY MANAGER REPORT

A. City Manager Report

POSTPONED TO JUNE 17, 2020

17. COVID-19 UPDATES

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

19. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held June 16, 2020, recessed at 2:48 a.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on June 16, 2020. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 19th day of April, 2022.

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
WEDNESDAY, JUNE 17, 2020
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
6:45 P.M.

MINUTES

1. CALL TO ORDER

Mayor Evans called the Special Meeting of the Flagstaff City Council held June 17, 2020, to order at 6:45 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT: ABSENT:

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

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

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

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

MISSION STATEMENT

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

4. **Consideration and Adoption of Resolution No. 2020-36:** A resolution of the Council of the City of Flagstaff, Arizona, adopting the Budget for the Fiscal Year 2020-2021.

Mayor Evans thanked those who took the time to submit comments on the budget, she also thanked the staff members who read those comments into the record. She offered comments about representing all citizens of Flagstaff and the importance of hearing and considering all voices. She acknowledged the work of police officers and recognized their families. She acknowledged the difficulties faced by police officers when having to serve as social workers, substance abuse counselors, and mental health care providers. She also recognized the issues that exist around the country with some officers.

Mayor Evans spoke about the Black Lives Matter movement. Right now, in America, Arizona, and Flagstaff the focus should be on the black lived experience and the lack of acknowledgement of the contributions of black people and the continued struggle with systemic racism. Flagstaff needs to stop and acknowledge and give credit to the black community. The City Council needs to fully back and support the proposal provided by the Southside Association and assist in having those conversations.

Councilmember Aslan stated that he does not want to adjust the budget at this time. He does believe that there need to be conversations about the police budget, data collection and availability, and opportunities for adjustments. He requested the following FAIR item:

To have a logistical discussion for launching a community dialogue that explores the black lived experience in Flagstaff and Arizona and he would like the city to partner with the Flagstaff Southside Community Association to lead the way.

Councilmember Salas thanked everyone for their words and passion for the community. She fully supports the strategic framework for truth, justice, and reconciliation proposed by the black community and the Southside Community Association. She stated that the budget before the Council has evolved and developed to fulfill the goals identified by the Council. She added that the purpose of law enforcement in a free society is to promote public safety and uphold the rule of law so individual liberty can flourish. Without law enforcement anarchy, chaos and lawlessness will prevail. Promoting community policing and improving training will require resources and an enduring commitment from leadership at every level of government. There is a significant need to provide additional resources to social services, public housing, and education, but it should not come at the expense of police funding.

Councilmember Odegaard thanked the community for all the comments received and for the staff who read those comments. Now is the time to engage the community in meaningful dialogue and action for social reform. He requested that more funding be allocated for police training and also requested funding to assist with the community discussions requested by the Southside Community Association.

Vice Mayor Shimoni thanked the public for their engagement. He spoke about the CAHOOTS program in Eugene, Oregon and his desire to see a similar program implemented in Flagstaff. It is a mobile crisis program that provides assistance, free crisis response for homelessness, intoxication, mental health emergencies, and de-escalation. He believes that a similar program would cost about $1 Million and could potentially divert 20% of calls to the police.

Councilmember Whelan also thanked the community for their comments. She supports a process to actively engage the community in meaningful dialogue and to take action for

social justice reform. She would like to see funding directed to the Southside Community Association to engage in a community dialogue about the black lived experience. She would also like to see an increase in funding for training for the police department.

Councilmember McCarthy indicated that many of the things they want and should do will take time and at this stage in the process it is not prudent to make significant changes in the budget. He is supportive of adding back the funding for training for the police department. He stated that the Flagstaff Police Department is an excellent department. He acknowledged that mistakes are made but those have always been addressed appropriately by leadership. He requested the following FAIR item:

Presentation to Council by the police department on their policies and procedures regarding racial profiling, de-escalation training, use of force, rules on the various types of choke holds, how complaints of inappropriate actions are handled, and procedures to prevent hiring officers that took inappropriate actions in other police departments. Presentation should include recommendations regarding procedures recently evolving in other cities where other professionals (e.g., paramedics, counselors, etc.) respond to calls that do not involve possible violence and do not require an armed officer. Also, consideration of creating a Public Safety Commission.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to read Resolution No. 2020-36 by title only incorporating the discussion of Council regarding police training and funding for the southside neighborhood association community conversations.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ADOPTING THE BUDGET FOR THE CITY OF FLAGSTAFF FOR FISCAL YEAR 2020-2021

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Austin Aslan to adopt Resolution No. 2020-36.

Vote: 7 - 0 - Unanimously

5. **Consideration and Adoption of Ordinance No. 2020-16:** An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars ($100.00) of valuation sufficient to raise the amount estimated to be required in the Annual Budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June, 2021. **(Primary and secondary property tax levies for FY 2020-2021)**

Michael Henderson submitted a public comment in opposition to a secondary tax levy.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Ordinance No. 2020-16 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF FLAGSTAFF, ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2020

A break was held from 8:06 p.m. through 8:25 p.m.

6. **Consideration and Adoption of Resolution No. 2020-35:** A resolution of the Flagstaff City Council adopting the City of Flagstaff Public Safety Personnel Retirement System Pension Funding Policy; delegating authority; and establishing an effective date.

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

PUBLIC SAFETY PENSION FUNDING POLICY
SECTION 1: INTRODUCTION
SECTION 2: PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM
SECTION 3: PSPRS FUNDING GOAL
SECTION 4: ADDITIONAL COUNCIL CONSIDERATION
PATH FORWARD

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to read Resolution No. 2020-35 by title only for the first time.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ADOPTING THE CITY OF FLAGSTAFF PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM PENSION FUNDING POLICY; DELEGATING AUTHORITY; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Austin Aslan to adopt Resolution No. 2020-35.

Vote: 7 - 0 - Unanimously

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

Dispatch Supervisor Katie Brandis addressed Council stating that the police department has been designated the system administrator for Coconino County by the State 911 Office. The grant is to cover the costs of all the 911 telephone systems in Coconino County and it will be administered through Flagstaff Police Department.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Jamie Whelan to approve the acceptance of the grant from the Arizona Department of Administration Office of Grants and Federal Resources in the amount of $501,554.00 for the 911 budget for Coconino County FY2020-21.

Vote: 7 - 0 - Unanimously

8. **Consideration and Adoption of Resolution No. 2020-32:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the City of Williams, City of Page, Grand Canyon National Park, Glen Canyon National Park Service and the City of Flagstaff for the Arizona 911 Grant Program

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Jamie Whelan read Resolution No. 2020-32 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILLIAMS, CITY OF PAGE, GRAND CANYON NATIONAL PARK, GLEN CANYON NATIONAL PARK SERVICE AND THE CITY OF FLAGSTAFF FOR THE ARIZONA 911 GRANT PROGRAM

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Regina Salas to adopt Resolution No. 2020-32.

Vote: 7 - 0 - Unanimously

9. **Consideration and Adoption of Resolution No. 2020-39:** A Resolution of the Flagstaff City Council, authorizing Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to proceed with environmental and other evaluation and planning for the Downtown transfer center on City property under the existing license.

Mayor Evans reordered the agenda to take this item after Item 13.

Community Development Director Dan Folke indicated that Mountain Line has identified the site of the existing transfer station as the best location to construct the new Downtown Connection Center. The agreement will allow them to proceed with a NEPA process that includes environmental testing.

Moved by Mayor Coral Evans, **seconded by** Councilmember Jamie Whelan to recess into Executive Session for legal advice.

Vote: 7 - 0 - Unanimously

Council recessed into Executive Session from 9:24 p.m. through 9:36 p.m.

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2020-39 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION TO PROCEED WITH ENVIRONMENTAL AND OTHER EVALUATION AND PLANNING FOR THE TRANSFER CENTER ON CITY PROPERTY UNDER EXISTING LICENSE

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2020-39.

Vote: 7 - 0 - Unanimously

10. **Consideration and Adoption of Resolution No. 2020-34:** A resolution of the City Council of the City of Flagstaff, Coconino County, Arizona authorizing City of Flagstaff to become a member of the Arizona municipal Risk Retention Pool, an Arizona nonprofit corporation.

Risk Management Director Dean Coughenour indicated that the resolution formally enters the City of Flagstaff into the Arizona Municipal Risk Retention Pool.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to read Resolution No. 2020-34 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING CITY OF FLAGSTAFF TO BECOME A MEMBER OF THE ARIZONA MUNICIPAL RISK RETENTION POOL, AN ARIZONA NONPROFIT CORPORATION

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2020-34.

Vote: 7 - 0 - Unanimously

11. **Consideration and Approval of Preliminary Plat** Request by AZ North Realty for Preliminary Plat (replat) approval for Rio Homes Unit 4, a 5.1-acre site located at 1221 East Emma Drive. The site is in the Medium Density Residential (MR) zone and has a Resource Protection Overlay (RPO).

Mr. Folke recognized Planning Development Manager Elaine Averitt for her 14 years of service to the city. He announced that Ms. Averitt would be retiring on June 26, 2020.

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

RIO HOMES UNIT 4 PRELIMINARY PLAT
LOCATION – 1221 EAST EMMA DRIVE
EXISTING SUBDIVISION PLAT – 2005
PROPOSED PRELIMINARY PLAT 2020
CIVIL SITE PLAN – LOWER LOOP (WEST)
CIVIL SITE PLAN – UPPER LOOP (EAST)
FLAGSTAFF ZONING CODE
RESOURCE PROTECTION PLAN
SITE PLAN BUILDING ELEVATIONS
RIO HOMES UNIT 4 – SYSTEMS ANALYSIS
RECOMMENDATION

Councilmember McCarthy asked if both trash and recycling service would be provided to which Ms. Averitt responded yes.

Vice Mayor Shimoni asked about the electric vehicle hook ups and room breakdown. Ms. Averitt stated that she does not have specific information on the electric vehicle hook ups but that the building safety review does require that the infrastructure is installed. In terms of the room break down, all units are either one or two bedrooms.

Councilmember Whelan asked if any of the units are to be affordable. Ms. Averitt noted that there was not an affordable component to the development.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to approve the preliminary plat for Rio Homes Unit 4, a 5.1-acre site located at 1221 East Emma Drive.

Vote: 7 - 0 - Unanimously

12. **Consideration and Adoption of Resolution No. 2020-37:** A resolution of the City Council of the City of Flagstaff, Arizona, calling a Special Election to be held on November 3, 2020, in conjunction with the City's General Election, to submit to the registered voters of Flagstaff a question to approve the continuation of a 1% City transaction privilege (sales) tax, excluding the tax on food, through June 30, 2035

City Clerk Stacy Saltzburg addressed Council requesting a call of a Special Election in conjunction with the November General Election for the purpose of seeking approval from the voters to continue the City's 1% sales tax.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Resolution No. 2020-37 by title only.

Vote: 7 - 0 - Unanimously

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, CALLING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 3, 2020, IN CONJUNCTION WITH THE CITY'S GENERAL ELECTION, TO SUBMIT TO THE REGISTERED VOTERS OF FLAGSTAFF A QUESTION TO APPROVE THE CONTINUATION OF A 1% CITY TRANSACTION PRIVILEGE (SALES) TAX, EXCLUDING THE TAX ON FOOD, THROUGH JUNE 30, 2035

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to adopt Resolution No. 2020-37.

Vote: 7 - 0 - Unanimously

13. **Consideration and Adoption of Ordinance No. 2020-18:** An ordinance amending Flagstaff City Code Title 9, Traffic, Chapter 9-05, Bicycles.

Mr. Solomon indicated that the ordinance will formally codify accurate language relating to electric bike access on certain sidewalks and multiuse paths.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Austin Aslan to read Ordinance No. 2020-18 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA AMENDING FLAGSTAFF CITY CODE TITLE 9, TRAFFIC, CHAPTER 9-05, BICYCLES, OF THE FLAGSTAFF CITY CODE; ESTABLISHING SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

14. DISCUSSION ITEMS

A. Rio de Flag Flood Control Project - Update

Project Manager Trevor Henry provided a PowerPoint presentation that covered the following:

RIO DE FLAG MONTHLY UPDATE
PROJECT UPDATE
USACE
PROJECT DESIGN
ENVIRONMENTAL
REAL ESTATE
BNSF RAILWAY CO

Councilmember Odegaard asked when construction might be able to start. Mr. Henry stated that it is not currently known especially with the challenges the weather presents during the winter. The team remains committed to bringing movement forward just as quickly as possible.

15. COUNCIL LIAISON REPORTS

Councilmember McCarthy reported that the NAIPTA budget was approved at their past meeting, and they also made a policy decision that as soon as feasibly possible they would be implementing a requirement of masks for all Mountain Line passengers.

Councilmember Salas reported that she attended the last Airport Commission meeting, where they discussed the recent Council decisions regarding lease abatements. They also discussed the CARES Act funding for the airport and their possible recommendations to Council. She also attended the Parks and Recreation Commission meeting and noted the continuing expense related to graffiti abatement in city parks.

Councilmember Whelan reported that NAIPTA also discussed zero emissions busses and what the transition would look like in the future. They are leaning toward electric busses if it would work financially.

16. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Aslan to place on a future agenda a discussion regarding the addition of lobbying for Land and Water Conservation Fund to City Council's legislative agenda.

Councilmember Aslan stated that the Land and Water Conservation Fund helps to create a source of money for natural resource goods and services. He would like to see a statement of support and inclusion in the Council's legislative agenda.

Council was supportive of moving the item forward.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Salas to place on a future agenda a discussion regarding a possible Council action to adjust the timeline of the Flagstaff minimum wage with the intent of furthering the purpose of the voter initiative.

Councilmember Salas stated that she would like to have a conversation before the minimum wage increase takes effect in January. With the pandemic there have been great challenges presented to Flagstaff businesses and she would like to see Council action to adjust the timeline on the effective date. She is also concerned that adjustments in pay could negatively impact people who receive assistance from the state during such a difficult time already.

Vice Mayor Shimoni acknowledged that businesses are struggling but he does not believe making an adjustment to the minimum wage timeline is the solution.

Councilmember Aslan expressed that he does not think it is an appropriate course of action at the current time. He is concerned that any attempt to make changes would create strife and discord in the community.

Councilmember Whelan stated that in the spirit of community conversation she would support bringing the item forward to a future agenda for discussion; this would allow the community an opportunity to weight in.

Councilmember McCarthy expressed concern about having to further the intent of the voter approved initiative. He does not believe that there is a way to further the intent and slow the timeline down. He is not supportive of moving the item forward to a future agenda for discussion.

Vice Mayor Shimoni indicated that he is open to having a discussion and community conversation, but he too is struggling with how the intent of the initiative could be furthered.

There was not the requisite support to move the item forward to a future agenda for discussion.

17. CITY MANAGER REPORT

A. City Manager Report

Mr. Clifton briefly reviewed his report.

18. COVID-19 UPDATES

Mayor Evans stated that she asked the City Attorney to prepare an amendment to the emergency proclamation that would include mask wearing. The proclamation would be Flagstaff specific, and she has asked that it be placed on the agenda next week to have the Council consider passing an ordinance to ratify the decision. Mr. Solomon added that he is working through the details and more information would be forthcoming.

Councilmember Aslan noted his support but wanted to understand how enforcement would work.

Mr. Clifton noted that they intend to have an Executive Session next week to revisit the Re-entry Plan as it applies to permits involving city-owned properties.

Councilmember McCarthy stated that he is supportive of masks in certain places, but his concerns lie with outdoor recreation areas. He encouraged a practical approach before issuing an order.

Councilmember Whelan indicated that there is confusion about the county messaging to wear masks but then also permitting 250 people or less at events with certain guidelines. She is concerned that there will be further confusion if the city does something different. She would like to see more marketing and messaging to the public about the importance of masking.

Mr. Clifton stated that these are the reasons an Executive Session is needed, to evaluate the various legal components to these types of decisions.

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

Councilmember Odegaard indicated that there is a lot of graffiti occurring throughout the community and he would like to see additional messaging to the public about graffiti.

Mayor Evans stated that Friday is Junteenth, and a proclamation was received from the Governor’s Office. There is a presentation at the Murdoch Community Center on Saturday, June 20, 2020. She stated that there is a Facebook page that provides a lot of information about Junteenth. She also recognized members of the community exercising their First Amendment rights and thanked the police officers for being there to make sure everyone is safe in their participation.

20. ADJOURNMENT

The Special Meeting of the Flagstaff City Council held June 17, 2020, adjourned at 10:41 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on June 17, 2020. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 19th day of April, 2022.

_____
CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, JUNE 30, 2020
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
6:00 P.M.

MINUTES

1. Call to Order

Mayor Evans called the Work Session of the Flagstaff City Council held June 30, 2020, to order 6:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. Pledge of Allegiance and Mission Statement

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

MISSION STATEMENT

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

3. ROLL CALL

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

PRESENT: ABSENT:

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

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

4. Public Participation

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

Written comments in opposition to the Tract 22 development were submitted by the following:

- Jerome Lammer
- Rita Patel
- Constant and Mary Neeley
- Ben Fischer
- Ted & Judy Wojtasik
- Katie Stringham
- John Riley
- Xiao Ma
- Rich Dubek
- Sara Gordon
- Ashok C. Patel
- Arthur Gordon
- Angela Feldman
- Dan Werner

Bert Chavez submitted a written comment in opposition to defunding the Flagstaff Police Department.

Thomas Brennan submitted a written comment regarding enforcing carbon limits.

5. Review of Draft Agenda for the July 7, 2020 City Council Meeting

None

6. Council Business Listening Tour

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

CITY OF FLAGSTAFF UPDATE
NEW PROGRAMS TO HELP SMALL BUSINESS
PANDEMIC

Mr. Saltonstall introduced Chris Pasterz, Eve Walters, and Gina Coulliard with Coconino County who continued the presentation.

COCONINO COUNTY ECONOMIC DEVELOPMENT
MULTIPLE WEEKLY WEBINARS DURING THE EARLY STAGES OF THE COVID PANDEMIC
COCONINO COUNTY AND SEDONA BUSINESS LEADERS SURVEY
ENHANCED FOOD HANDLER'S CERTIFICATION

COCONINO COUNTY SBDC
SMALL BUSINESS DEVELOPMENT CENTER (SBDC) OVERVIEW
CARES ACT
COVID RESPONSE

The City Council expressed their appreciation for the update and for all the work being done in the community to help with the impacts of COVID-19.

The Council discussed opportunities for outreach and messaging about the programs and encourage city staff to continue its engagement with the county and other community stakeholders.

7. Discussion: Partial lane and partial alley closures in Downtown

Mr. Clifton reported that the idea is a very organic discussion that originated from the community. Essentially, the closures would allow for expanded areas for dining at a time when building capacity is limited due to the pandemic. City staff are playing the role of facilitating the discussion. The Downtown Business Alliance Board met last week and had a very in-depth discussion about the idea. The idea is developing and details will be forth coming.

Terry Madeksza with the Downtown Business Alliance stated that the plan was created with best practices from around the country. There are logistics that do need to be figured out and they will continue to work through those. Action is needed now to assist the downtown businesses who are struggling with limited capacities.

Ms. Madeksza introduced the Downtown Vision Consultant Team who provided a PowerPoint presentation that covered the following:

FLAGSTAFF TEMPORARY BUSINESS EXPANSION PLAN
RE-OPENING IN THE AGE OF COVID: A BUSINESS AND PUBLIC HEALTH FIRST APPROACH
ROCKY MOUNTAIN DOWNTOWNS TAKE TO THE STREETS
RECENT HANDS-ON EXPERIENCE
FLAGSTAFF TEMPORARY BUSINESS EXPANSION PLAN – NORTHSIDE
FLAGSTAFF TEMPORARY BUSINESS EXPANSION PLAN – SOUTHSIDE
EXPANDED OUTDOOR SEATING ZONE
FLEXIBLE ALLEY/EXPANDED BUSINESS ZONE
CURBSIDE FLEX ZONE
DEDICATED CURBSIDE PICKUP ZONE
SPECIAL SIGNAGE
TIMELINE AND ACTION ITEMS
PARTNERSHIP ROLES AND RESPONSIBILITIES

Councilmember Odegaard asked about the timeline for completion of the Downtown Visioning Plan. Ms. Madeksza reported that the plan is to bring an update back to Council following summer break. The hope is that the Plan can be completed by the end of the year.

Vice Mayor Shimoni asked why the lot across from the Orpheum was not being utilized. Ms. Madeksza explained that the feedback from Century Link, who owns the property, is that their lot is utilized for their vehicles and they have expensive equipment staged there.

Council asked what the needs are from the city. Ms. Madeksza stated that the ask is that the city continue to work as a partner for permitting and fire access. In terms of funding there are funds set aside for alley and murals and perhaps projects that are already planned can offer

additional leverage for funding. Additionally, there are opportunities to match funding for seating and hardscapes.

Maury Herman submitted a written comment in support of the expanded use of public space downtown.

Council discussed concerns regarding the loss of parking and the impacts that could have on other businesses in the downtown area. Other items discussed were safety, how alcohol would be addressed, the possibility of continuing the efforts into future years, and the importance of diversity in the artwork that is installed.

Council was supportive of staff continuing discussions with the DBA for the expanded use of public spaces.

8. Discussion of the City of Flagstaff Re-Entry Plan.

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

RE-ENTRY PLAN
AGENDA

Planning Director Tiffany Antol continued the presentation.

TEMPORARY USE PERMITS
TYPES OF TEMPORARY USES INVOLVING PUBLIC ATTENDANCE
TUP COVID-19 PHASING OPTIONS
OPTION #1
OPTION #2
OPTION #3
EVENT COVID-19 PRECAUTIONARY GUIDELINES

Mayor Evans asked how things could be impacted by the Governor's Executive Order that was released the day before. Mr. Solomon stated that the Executive Order limits gatherings to under 50 people. The Governor ordered that cities have the authority to curtail or prohibit events of 50 or more and arguably down to groups of ten. Every TUP application is different, and staff can rely on the Executive Order with respect to groups of 50 very easily. He would recommend Option 3.

Mr. Clifton noted that consistency is important, and Option 3 may be convenient because it is consistent with what was heard from the Governor.

Following further discussion, Council gave direction to move forward with Option 3 with the ability for the Mayor to make changes if needed during the Council summer break.

Ms. Anderson continued the presentation.

SITE SPECIFIC PLANS
PROCLAMATION
CURRENT EMPLOYEE LANGUAGE
CURRENT CUSTOMER LANGUAGE

Mr. Clifton explained that Phase 3 opens up facilities in accordance with the established tiers and site specific plans.

Council expressed appreciation with the work and thoughtfulness that went into developing and revising the plan. Council discussed messaging to businesses about masking requirements and how those requirements are enforced. Council further discussed the use of fields while in Phase 2; it was determined that further conversation would be needed before making any changes to the plan.

A break was held from 6:12 p.m. through 6:25 p.m.

9. Adoption/Renewal of Public Safety Development Fees

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

DEVELOPMENT FEES
EVERY 5 YEARS
LAND USE ASSUMPTIONS
FIRE
OPTION #1
PROPOSED FIRE FEES
PROPOSED POLICE FEES
PROPOSED COMBINED FEES
SINGLE-FAMILY COMPARISON
MULTI-FAMILY COMPARISON
COMMERCIAL/RETAIL COMPARISON
OFFICE COMPARISON
INDUSTRIAL COMPARISON
OPTION #2
OPTION #3
CURRENT FEE % OF PROPOSED FEES
34% OF PROPOSED FEES
39% OF PROPOSED FEES
55% OF PROPOSED FEES

Council discussed the options; the following key points were discussed:

- Homeowners and taxpayers should not be subsidizing new development.
- The fees should be based on the number of bedrooms.
- Growth should be paying for itself.
- All land uses must be treated the same.
- The impact of fees on housing affordability.
- The significant needs of Police and Fire

Following discussion, Council gave direction to move forward with Option 1, Alternative 2.

10. Consideration of the Federal Aviation Administration (FAA) CARES Act Grant Award Funding Plan for the Flagstaff Airport.

Grants and Contracts Manager Stacey Brechler-Knaggs provided a PowerPoint presentation that covered the following:

FLAGSTAFF AIRPORT $18.1 MILLION GRANT RECOMMENDATIONS

FLAGSTAFF AIRPORT GRANT USES
PERSONNEL
OPERATIONS
OPERATING EQUIPMENT AND MAINTENANCE

Airport Director Barney Helmick continued the presentation.

EXAMPLE PROJECTS

Council discussed routine facility maintenance, runway maintenance, future improvements, and improvements related to the Climate Action and Adaptation Plan.

11. Water Resources Master Plan Update - Reclaimed Water Component & Selection of Stakeholder Committee

Water Resources Manager Erin Young provided a PowerPoint presentation that covered the following:

RECLAIMED WATER MASTER PLAN UPDATE
TONIGHT'S UPDATE
RWMP OBJECTIVE
RECLAIMED WATER AVAILABLE
HOW MUCH WATER "UNCOMMITTED"?
RWMP SCOPE OF WORK
PHASE 1 – COMPILE DATA
PHASE 2 – STAKEHOLDER MEETINGS
PHASE 3 – REPORTING RESULTS
SOLICITATION OF APPLICANTS
CO-BENEFITS OF RWMP

Written comments in support of the reclaimed water component of the Master Plan Update were submitted by the following:

- John Nauman
- Robert Vane

Council discussed the following points:

- Broad representation on the stakeholder committee.
- The completion of the Red Gap Ranch study.
- The timeline associated with Capital Improvement Projects.

12. Business Attraction Incentive Policies

Interim Business Attraction Manager Jack Fitchett provided a PowerPoint presentation that covered the following:

POTENTIAL BUSINESS ATTRACTION POLICIES
OVERVIEW
BACKGROUND
SUSTAINABLE AUTOMOTIVE SALES TAX REBATE
CRITERIA

Council discussed the following points:

- The demand for electric vehicles in Flagstaff.
- The possibility of increasing the amount of money available for the incentive.
- The possibility of offering the incentive to anyone with an additional incentive to city residents.

Mr. Fitchett continued the presentation.

BUSINESS ATTRACTION JOB CREATION INCENTIVE
CRITERIA
KEY INDUSTRY SECTORS (WHY?)
BUSINESS ATTRACTION DEVELOPMENT REINVESTMENT INCENTIVE
CRITERIA
OPTION 1
OPTION 2

Council discussed the following points:

- Concerns about incentivizing sprawl when the focus really should be on infill and redevelopment.
- Flagstaff needs to develop beyond just tourism.
- Values do not always align with business attraction; we want them to come but the expectations are too high.
- Additional support and resources are needed in the business attraction area.

Following discussion, the Council direction was to move forward with Option 2.

13. Discussion: Reasonable Restrictions on the Use of Potable Water

Water Services Director Brad Hill offered that City Code 7-03-001-0014 E.2.c - Strategy Level II Water Emergency states that “No Person shall use potable water for filling ornamental fountains, artificial ponds and streams”. However, the City Council may want to consider prohibiting the filling of recreational or amenity lakes using potable water outright and not just during a Stage II Water Emergency.

Council may also want to consider what the Arizona Department of Water Resources adopted in 1987, known at that time as the Lakes Bill. That Bill was adopted into Statute as A.R.S. §45-132 which generally prohibits the filling of bodies of water for landscape, scenic or recreational purposes unless it is filled with effluent (i.e., recycled water) or stormwater, etc. This prohibition only applies within the large urban parts of our State, known as Active Management Areas and does not apply to the rest of the State including the City of Flagstaff.

Councilmember McCarthy stated that the city should not allow the filling of amenity lakes with potable water. Furthermore, there should also be consideration that only reclaimed water can be used for lawns.

Councilmember Aslan indicated that Flagstaff promotes water conservation, and the regulations should reflect that.

Council agreed to have the item come back for a larger discussion and to provide direction on possible amendments to the code.

14. Citizen Petition - Fair Voting for Flagstaff (Ranked Choice Voting)

Dr. Stephen Nuno commented in favor of instituting Ranked Choice Voting in Flagstaff.

Councilmember McCarthy, Vice Mayor Shimoni, and Councilmember Whelan shared their concerns about conflicts with state law. It was suggested that a state ballot initiative may be a better option.

There was not requisite support to move the item forward to a future agenda for discussion.

15. Public Participation

None

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

Councilmember Whelan suggested using the community forum for community engagement about the economy and business attraction. She requested a letter of support to close the forest be sent to the Forest Service. She also stated that she would like to see any money that is freed up in the General Fund brought back to Council for discussion. She would like to consider using those funds for social, cultural, and institutional change. Lastly, she reported that Flagstaff Shelter has zero positive cases and hopes that it can remain that way.

Councilmember Salas reported that she presented a Mayoral Recognition for Maxine Vickers who celebrated her 100th birthday.

Councilmember McCarthy reported that he attended the Housing Commission meeting last week where they discussed the Mountain Line bus rapid transit proposal that is being worked on. They also discussed the Climate Action and Adaptation Plan.

Vice Mayor Shimoni asked for an update on the Southside Community Association's plans for the Black Lived Experience community forums. He also asked for a consideration of waiving court fines of $100 or less.

17. Adjournment

The Work Session of the Flagstaff City Council held June 30, 2020, adjourned at 9:35 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, JULY 7, 2020
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Evans called the meeting of the Flagstaff City Council held July 7, 2020, to order at 3:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT: ABSENT:

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

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

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

The Council and audience recited the pledge of allegiance and Sterling Solomon read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

4. PUBLIC PARTICIPATION

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

Written comments were submitted by Sheryl and Ken Dawson and Henry and Janet Leger in opposition to the Tract 22 development.

5. PROCLAMATIONS AND RECOGNITIONS

A. Recognition: Brad Hill, Water Services Director

Deputy City Manager Shane Dille recognized Water Services Director Brad Hill who retired in December but remained under contract for another six months. Mr. Hill served the city for more than 12 years. Mr. Dille showed a video highlighting Mr. Hill's accomplishments. Mr. Hill offered words of gratitude to his staff, the City Council, and the organization.

The Council expressed their great appreciation and congratulations to Mr. Hill as he embarks on his well-deserved retirement.

6. APPOINTMENTS

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

A. Consideration of Appointments: Planning and Zoning Commission.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Jamie Whelan to appoint P. Lloyd Paul to a term expiring December 2022.

Vote: 7 - 0 - Unanimously

B. Consideration of Appointments: Tourism Commission.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to appoint Lynda Fleischer to a term expiring January 2023.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to appoint Jennifer Grogan to a term expiring January 2023.

Vote: 7 - 0 - Unanimously

7. LIQUOR LICENSE PUBLIC HEARINGS

Mayor Evans opened the public hearing.

Sergeant Ryan Turley introduced the two applications.

There being no public comments Mayor Evans closed the public hearing.

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

Vote: 7 - 0 - Unanimously

A. **Consideration and Action on Liquor License Application:** Nicholas Guttilla, Safeway #1225, 1500 E. Cedar Ave., Series 9S (liquor store), Sampling Privileges.

B. **Consideration and Action on Liquor License Application:** Craig Allen Bouchard, "Southside Tavern," 117 S. San Francisco, Series 06, Location/Owner Transfer.

8. CONSENT ITEMS

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

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

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Municipal Services Accounts, Miscellaneous Account Receivable, Transaction Privilege Tax and Insufficient Funds Write-offs:** Delinquency and Uncollectible Accounts for Fiscal Year 2019-20.

Approve the write-off of delinquent and uncollectible Municipal Services accounts, Miscellaneous Account Receivables, Transaction Privilege Tax accounts and Insufficient Funds in the combined amount of $198,972.57.

B. **Consideration of Appointments:** On-Call Magistrates for the Flagstaff Municipal Court.

Approve the appointments of Honorable Charles Adornetto, Honorable Gerald McCafferty, and Honorable Susan Slasor as On-Call Magistrates.

C. **Consideration and Approval of Contract:** Joint Funding Agreement Renewal with United States Geological Survey for a streamflow gauge at Newman Canyon in the amount of $99,100.

1. Approve the Joint Funding Agreement with the U.S. Geological Survey (USGS) to contribute $99,100 from July 1, 2020, to September 30, 2024; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of AZCares Grant Agreement:** Approve the agreement between the State of Arizona, acting through the Governor's Office and the City of Flagstaff for the AZCares Grant.

Approve the Grant Agreement with the State of Arizona, acting through the Governor's Office for AZCares funds for Public Safety Salary and Employee-Related-Expenses for the period of March 1, 2020, to December 30, 2020, in the amount of $8,614,855.

E. **Consideration and Approval of Grant Award:** Approve the Grant Agreement between the Arizona Criminal Justice Commission and the City of Flagstaff for the AZ Coronavirus Emergency Supplemental Funding Program.

Approve the grant agreement with Arizona Criminal Justice Commission (ACJC) for the AZ Coronavirus Emergency Supplemental Funding in the amount of $144,486.

A written comment was submitted by Deirdre Conroy indicating that the grant funding may be better spent on efforts to prevent the spread of COVID-19.

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

Approve the acceptance of the grant from the U.S. Department of Justice, through the Arizona Criminal Justice Commission, Edward Byrne Justice Assistance Grant funds in the amount of $283,494.00 for FY2020-2021.

A written comment was submitted by Dierdre Conroy asking that an analysis be done on the actual benefits of the grant before accepting it.

G. **Consideration and Approval of Cooperative Purchase Contract:** With ABM Electrical Power Services, LLC in the amount of $57,830 for an Arc Flash Electrical Study at the Water Reclamation Facilities.

1. Approve a Cooperative Purchase Contract in the amount of $57,830.00 with ABM Electrical Power Services, LLC for an Arc Flash Electrical Study that has already been completed through the Maricopa County Cooperative contract #171017-S; and
2. Authorize the City Manager to execute the necessary documents.

H. **Consideration and Approval of Contract:** Annual Master Agreement for Software Maintenance with Hexagon for software utilized by the City Police Department in the amount of $256,619.12.

1.) Approve the Annual Master Agreement for Software Maintenance with Hexagon in the amount of $256,619.12; and
2.) Authorize the City Manager to execute all necessary documents.

9. **ROUTINE ITEMS**

A. **Consideration and Approval of Preliminary Plat**Ponderosa Parkway LLC requests Preliminary Plat approval for Ponderosa Parkway Condominiums—a 169-unit residential condominium subdivision at 1650 E. Ponderosa Parkway on 11.97 acres in the HR (High Density Residential) Zone.

Senior Planner Genevieve Pearthree provided a PowerPoint presentation that covered the following:

PONDEROSA PARKWAY CONDOMINIUMS
REQUEST OVERVIEW
VICINITY MAP
DEVELOPMENT OVERVIEW
PONDEROSA PARKWAY CONDOMINIUM PRELIMINARY PLAT
FLOOR PLANS
ELEVATION EXAMPLES
REQUIRED FINDING #1
REQUIRED FINDING #2
REQUIRED FINDING #3
FINDINGS AND RECOMMENDATION

Vice Mayor Shimoni asked about bike parking and electric vehicle parking. The applicant, Jack Kemmerly stated that each building structure will include outdoor covered bike parking and electric vehicle ready parking will be installed in accordance with city code.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Jim McCarthy to approve the Preliminary Plat for Ponderosa Parkway Condominiums—a 169-unit residential condominium subdivision at 1650 E. Ponderosa Parkway on 11.97 acres in the HR (High Density Residential) Zone.

Vote: 7 - 0 - Unanimously

B. **Consideration and Approval of Contract:** Professional Architectural Design Services Contract for the Airport Snow Removal Equipment Building in the amount of $859,977.

Public Works Engineer Adam Miele addressed Council and offered that the contract will authorize the final programming and design of the new Snow Removal Equipment Building. The project is 100% funded by a grant from the U.S. Department of Transportation, Federal Aviation Administration. The FAA has provided approval to proceed with the design services.

Council briefly discussed the cost for the design of the building as well as some of the unique amenities the facility will provide.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Charlie Odegaard to approve a Professional Architectural Design Services Contract with APMI, Inc. for the programing and design phased services in the amount of $859,977 with a contract time of 365 calendar days and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Ordinance No. 2020-16:** An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars ($100.00) of valuation sufficient to raise the amount estimated to be required in the Annual Budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June, 2021. **(Primary and secondary property tax levies for FY 2020-2021)**

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to read Ordinance No. 2020-16 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF FLAGSTAFF, ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2020

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Jim McCarthy to adopt Ordinance No. 2020-16.

Vote: 7 - 0 - Unanimously

D. **Consideration and Adoption of Ordinance No. 2020-18:** An ordinance amending Flagstaff City Code Title 9, Traffic, Chapter 9-05, Bicycles.

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Adam Shimoni to read Ordinance No. 2020-18 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA AMENDING FLAGSTAFF CITY CODE TITLE 9, TRAFFIC, CHAPTER 9-05, BICYCLES, OF THE FLAGSTAFF CITY CODE; ESTABLISHING SEVERABILITY; AND ESTABLISHING AND EFFECTIVE DATE

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to adopt Ordinance No. 2020-18.

Vote: 7 - 0 - Unanimously

10. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2020-42:** A resolution approving an Amendment to an Intergovernmental/Third-Party Agreement between the City of Flagstaff, Coconino County and Paw Placement of Northern Arizona (PPNAZ) for Animal Sheltering Services.

A written comment was submitted by Liz Bohlke expressing support and appreciation for the IGA.

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Regina Salas to read Resolution No. 2020-42 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AMENDMENT ONE TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY, PAW PLACEMENT OF NORTHERN ARIZONA, DBA HIGH COUNTY HUMANE AND THE CITY OF FLAGSTAFF FOR ANIMAL SHELTERING SERVICES

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to adopt Resolution No. 2020-42.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Resolution No. 2020-43:** A resolution of the Flagstaff City Council adopting a Flagstaff Automotive Sales Tax Rebate Program to further the City's climate action goals and to support local automotive dealers ***(Flagstaff Automotive Sales Tax Rebate Program)***

Consideration and Adoption of Resolution No. 2020-44: A resolution of the Flagstaff City Council adopting a Flagstaff Business Attraction Job Creation Incentive Program to assist in attracting new businesses that will provide high wage jobs in specific industry sectors ***(Flagstaff Business Attraction Job Creation Incentive Program)***

Consideration and Adoption of Resolution No. 2020-45: A resolution of the Flagstaff City Council adopting a Development Reinvestment Incentive Program to assist in attracting new businesses that will provide high wage jobs in targeted industry sectors ***(Flagstaff Business Attraction Development Reinvestment Incentive Program)***

Interim Business Attraction Manager Jack Fitchett provided a PowerPoint presentation that covered the following:

NEW BUSINESS ATTRACTION POLICIES
DEVELOPMENT REINVESTMENT INCENTIVE
ALTERATIONS
SUSTAINABLE AUTOMOTIVE SALES TAX REBATE
JOB CREATION INCENTIVE
DEVELOPMENT REINVESTMENT INCENTIVE

Due to concerns from staff and the Council, the Development Reinvestment Incentive will not move forward. Additional information and refinement will be done and it will come back to Council for consideration at a later date.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to read Resolution No. 2020-43 by title only and include as an amendment to include the differences between the local and non-local buyers

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ADOPTING A FLAGSTAFF AUTOMOTIVE SALES TAX REBATE PROGRAM TO FURTHER THE CITY'S CLIMATE ACTION GOALS AND TO SUPPORT LOCAL AUTOMOTIVE DEALERS

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to adopt Resolution No. 2020-43.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Regina Salas to read Resolution No. 2020-44 by title only and include the alternative expenses.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ADOPTING A FLAGSTAFF BUSINESS ATTRACTION JOB CREATION INCENTIVE PROGRAM TO ASSIST IN ATTRACTING NEW BUSINESSES THAT WILL PROVIDE HIGH WAGE JOBS IN SPECIFIC INDUSTRY SECTORS

Moved by Councilmember Regina Salas, **seconded by** Councilmember Charlie Odegaard to adopt Resolution No. 2020-44.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to read Resolution No. 2020-45 by title only and include the Option 2.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ADOPTING A DEVELOPMENT REINVESTMENT INCENTIVE PROGRAM TO ASSIST IN ATTRACTING NEW BUSINESSES THAT WILL PROVIDE HIGH WAGE JOBS IN TARGETED INDUSTRY SECTORS

Moved by Councilmember Regina Salas, **seconded by** Councilmember Jamie Whelan to adopt Resolution No. 2020-45.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Resolution No. 2020-46:** A resolution adopting the Management Plan for Legally-Designated Open Space Properties.

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

MANAGEMENT PLAN FOR LEGALLY-DESIGNATED OPEN SPACE PROPERTIES
DISCUSSION TOPICS
BACKGROUND
PLAN'S PURPOSE
MANAGEMENT GOALS
PLAN ORGANIZATION
FLAGSTAFF OPEN SPACE MAP
CHAPTER 1: MANAGEMENT COORDINATION
CHAPTER 2: GENERAL MANAGEMENT POLICIES
CHAPTER 3: PICTURE CANYON PRESERVE
PRIORITY ACTION PLAN – PICTURE CANYON
CHAPTER 4: OBSERVATORY MESA NATURAL AREA
PRIORITY ACTION PLAN – OBSERVATORY MESA
CHAPTER 5: MCMILLAN MESA
PRIORITY ACTION PLAN – MCMILLAN MESA
CHAPTER 6: COMPLIMENTARY OPEN SPACE
CHAPTER 7: OPEN SPACE CONNECTORS
SUMMARY

Council encouraged staff to continue seeking grant opportunities for open space.

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Austin Aslan to read Resolution No. 2020-46 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF ADOPTING THE REVISED MANAGEMENT PLAN FOR LEGALLY-DESIGNATED OPEN SPACE PROPERTIES

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2020-46.

Vote: 7 - 0 - Unanimously

A break was held from 5:09 p.m. through 5:20 p.m.

D. **Consideration and Adoption of Resolution No. 2020-38:** A resolution of the Flagstaff City Council authorizing the acquisition of real property interests necessary for the Rio de Flag Flood Control Project, a public use, providing for delegation of authority, condemnation authority, prior approval of purchases, and establishing an effective date.

Community Development Director Dan Folke provided a PowerPoint presentation that covered the following:

RIO DE FLAG FLOOD CONTROL PROJECT
CONTEXT MAP
SUMMARY OF EASEMENTS
VICINITY MAP

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Regina Salas to read Resolution No. 2020-38 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS NECESSARY FOR THE RIO DE FLAG FLOOD CONTROL PROJECT, A PUBLIC USE, PROVIDING FOR DELEGATION OF AUTHORITY, CONDEMNATION AUTHORITY, PRIOR APPROVAL OF PURCHASES; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to adopt Resolution No. 2020-38.

Vote: 7 - 0 - Unanimously

E. **Consideration and Adoption of Ordinance No. 2020-20:** An ordinance of the Flagstaff City Council authorizing the acquisition of approximately .082 acres of real property located at 424 East Butler Avenue, Coconino County Assessor Parcel Number 104-01-023, for the Lone Tree Overpass Project, providing for delegation of authority; and establishing an effective date.

Mr. Folke displayed a vicinity map of the project; he indicated that once a sale agreement has been negotiated with the owner it will come back to Council for approval.

Moved by Councilmember Jamie Whelan, **seconded by** Vice Mayor Adam Shimoni to read Ordinance No. 2020-20 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF APPROXIMATELY .082 ACRES OF REAL PROPERTY LOCATED AT 424 EAST BUTLER AVENUE, COCONINO COUNTY ASSESSOR PARCEL NUMBER 104-01-023, FOR THE LONE TREE OVERPASS PROJECT, PROVIDING FOR DELEGATION OF AUTHORITY; AND ESTABLISHING AN EFFECTIVE DATE

F. **Consideration and Adoption of Ordinance No. 2020-19:** An Ordinance of the Flagstaff City Council authorizing the abandonment of a parking easement across real property located along the west side of Woodlands Village Boulevard north of McConnell Drive in exchange for a Flagstaff Urban Trails System easement; delegating authority, approving forms, and establishing an effective date

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

PARCELS AND EASEMENTS MAP

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Regina Salas to read Ordinance No. 2020-19 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING ABANDONMENT OF A PARKING EASEMENT ACROSS REAL PROPERTY LOCATED ALONG THE WEST SIDE OF WOODLANDS VILLAGE BOULEVARD NORTH OF MCCONNELL DRIVE IN EXCHANGE FOR A FLAGSTAFF URBAN TRAIL SYSTEM EASEMENT; DELEGATING AUTHORITY, APPROVING FORMS, AND ESTABLISHING AN EFFECTIVE DATE

G. **Consideration and Adoption of Resolution No. 2020-47:** A resolution approving Amendment Three to lease agreement between the City of Flagstaff and Theatrikos, Inc.

Mr. Clifton explained that the proposal is an amendment to an existing lease to include a force majeure clause where contracted parties relieve their responsibilities of the contract when there is tragedies, calamities, and natural disasters happen. The clause would apply to a natural crisis such as a pandemic and it has ceased business and revenues. Theatrikos pays near market rate rent so this would allow for abatement of rent. The resolution is the first step to allow a six-month rent abatement.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Austin Aslan to read Resolution No. 2020-47 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AMENDMENT THREE TO LEASE AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND THEATRIKOS, INC.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Jamie Whelan to adopt Resolution No. 2020-47.

Vote: 7 - 0 - Unanimously

11. DISCUSSION ITEMS

A. Indigenous Commission / Committee & Youth Commission / Committee

Coordinator for Indigenous Affairs Rose Toehe provided a PowerPoint presentation that covered the following:

INDIGENOUS COMMISSION VS. COMMITTEE
LAND ACKNOWLEDGEMENT
INTRODUCTION
OUTLINE
BACKGROUND
COMMISSION VS. COMMITTEE
A THIRD OPTION
INDIGENOUS COMMISSION WITH AN MOU
PROS & CONS
CONCLUSION
DIRECTION NEEDED

Mr. Solomon stated that the MOU is a workable solution in that any members outside the City of Flagstaff would be ex-officio, non-voting members.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Charlie Odegaard to recess into Executive Session for legal advice.

Vote: 7 - 0 - Unanimously

Council recessed into Executive Session until 6:42 p.m.

Council discussed the benefits of having an MOU in place for the commission. They discussed their support for the commission and the scope of work that has been defined in conjunction with the recommendations from the Indigenous Circle of Flagstaff. They also expressed a desire to keep the commission as diverse as possible to ensure that all indigenous voices are represented.

Following discussion, the Council gave direction to move forward with the development of the Indigenous Commission in conjunction with Coconino County Inter-Tribal Advisory Council (ITAC) through a Memorandum of Understanding.

Data Collection Specialist Claire Hardi continued the presentation.

YOUTH COMMISSION VS. COMMISSION
OUTLINE
YOUTH COMMISSION BACKGROUND
COMMISSIONS VS. COMMITTEES
PROS & CONS
YOUTH COMMISSION & COMMITTEE CONSIDERATIONS
CONCLUSION

Austin Kerr addressed Council in support of establishing a Youth Commission.

Council discussed the benefits of engaging with the youth in Flagstaff. They also recognized the challenges associated with a formal commission. Council also discussed the need for mentorship programs and how that type of approach could replace the formal commission.

Following discussion Council agreed that a formal commission is their preferred option and requested staff to move forward with developing a commission.

B. Follow-up Discussion: Partial lane and partial alley closures in Downtown

Mr. Clifton reported that an internal staff team has been established to assist with the efforts of the Downtown Business Alliance (DBA) to identify opportunities to bring the idea to fruition.

Executive Director of the DBA Terry Madeksza addressed Council expressing appreciation for the partnership with the city. She stated that many of the businesses downtown want to participate in the conversation and help with ideas.

Public Works Director Andy Bertelsen stated that staff will be meeting with Ms. Madeksza and the consultants to determine how best to implement the ideas and measures on behalf of the community.

Council thanked staff, the DBA, and the consultants for their efforts in moving things forward to try and help businesses weather the challenges associated with COVID-19.

12. COUNCIL LIAISON REPORTS

Vice Mayor Shimoni reported that the CJCC group is meeting that week for the first time since COVID and he is looking forward to the discussion.

13. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.)** A Citizens' Petition requesting that the Council "review and reform our Flagstaff Police Department's use-of-force policies, funding allocations, and community engagement policies."

Audrey Cruse addressed Council asking them to take further steps to commit to examining how the police department interacts with the public, and in particular interacts with Black, Indigenous, and People of Color community members. She also asked for a more thorough discussion of police polices and the establishment of a citizen-centric commission.

Mr. Clifton noted that there is a similar FAIR item coming forward after break, the only difference between that and the presented petition is that it does not include the funding component requested in the petition.

Council expressed a desire to maintain the course with the FAIR presented by Councilmember McCarthy.

There was not requisite Council support to move this petition forward however, they acknowledged that a very similar discussion is scheduled after the break that addresses many of the points within the petition.

14. CITY MANAGER REPORT

A. City Manager Report

Mr. Clifton briefly reviewed his report.

i. Manager's Budget Memo

Mr. Clifton briefly reviewed the City Manager’s Budget Memo and highlighted the following items:

- Priority Based Budgeting
- Key Community Priorities
- Economic Outlook
- Revenue Projections
- Recession Plan
- City of Flagstaff Organization
- COVID-19
- PSPRS Unfunded Liability
- Local Recovery Plan
- Independent Revenue Streams
- Employee Retention
- Rio de Flag Project
- Transportation Projects
- Airport Parking

15. COVID-19 UPDATES

A. Discussion of Re-Entry Plan and Monitoring Criteria

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

RE-ENTRY PLAN & MONITORING CRITERIA
AGENDA
CDC GUIDANCE
CCHHS WEEKLY REPORT
APPLICATION TO MONITORING CRITERIA & DATA
MONITORING CRITERIA
DOWNWARD TRAJECTORY
GRACE PERIOD
REBOUND CRITERIA
APPLICATION EXAMPLE

Written comments were submitted by Lauren Hunt expressing concern about some bars still being open and police officers not always wearing masks when coming into contact with citizens.

Council expressed support for the plan which provides measurable data points to base decisions on.

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

Vice Mayor Shimoni thanked staff and the Council for their work leading up to the summer break. He wished everyone a good break and that he looks forward to continuing many conversations when Council returns.

Councilmember Aslan stated that even though Council will be going on break it does not mean that things are slowing down. There is a lot happening in the community and the city will continue to move forward. He wished everyone well during the summer break.

Councilmember McCarthy thanked staff for the great work they are doing to support Council.

Councilmember Odegaard expressed frustration about the challenges associated with the incentive policies discussed earlier. He asked that future discussions in Work Sessions better capture Council direction so that what is brought forward for decisions are reflective of that direction. He also indicated that he is looking forward to the conversations coming after the summer break. He noted that the City of Sedona recently took action to incorporate the regulation of short-term rentals and he would like to see Flagstaff take similar action. Lastly, he noted the RSOQ's going out in the near future for housing and that he looks forward to the responses that come back.

Councilmember Salas requested that the various neighborhood associations have an opportunity to present to Council to discuss challenges and opportunities and economic and community vitality. She also expressed gratitude to staff for their hard work and wished everyone well during the summer break.

Councilmember Whelan also expressed appreciation to staff, leadership, and the Council for their work and dedication to the city.

Mayor Evans noted that the next meeting of the Council will occur on August 18, 2020. She thanked staff and the Council for all the hard work leading up to the break. Things have been challenging and the efforts of the community and the organization have been amazing.

17. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held July 7, 2020, adjourned at 9:00 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on July 7, 2020. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 19th day of April, 2022.

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, AUGUST 18, 2020
CITY HALL STAFF CONFERENCE ROOM
211 WEST ASPEN
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Evans called the meeting of the Flagstaff City Council held August 18, 2020, to order at 3:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT: ABSENT:

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

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

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

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

MISSION STATEMENT

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

4. PUBLIC PARTICIPATION

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

None

5. LIQUOR LICENSE PUBLIC HEARINGS

Mayor Evans opened the public hearing.

Sergeant Ryan Turley introduced the application and was available for questions.

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

Moved by Councilmember Regina Salas, **seconded by** Councilmember Jamie Whelan to forward all three applications to the State with a recommendation of approval.

Vote: 7 - 0 - Unanimously

A. **Consideration and Action on Liquor License Application:** Lijuan Zhen "Golden Dragon," 2730 E. Lakin Drive, Series 12 (restaurant), New License.

B. **Consideration and Action on Liquor License Application:** Jeffrey Craig Miller, "Mayor," 101 S. San Francisco, Series 06, New Application.

C. **Consideration and Action on Liquor License Application:** Franklin Garrison, Jr., "Flagstaff Station," 1800 N. Fort Valley Road, Series 12 (restaurant), New License.

6. CONSENT ITEMS

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

Councilmember Whelan asked for Item 6A to be pulled for discussion.

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Adam Shimoni to approve Consent Items 6B, 6C, 6D, and 6E as presented.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Contract:** Central Square software proprietary purchase contract for continued service and maintenance for a three (3) year term, with automatic 1-year renewals unless sooner terminated.

Councilmember Whelan expressed concern about the percentage of price increase and asked why it was so large. IT Director CJ Perry indicated that there were things that were pro-rated from the prior contract.

Councilmember Whelan suggested that staff counter-offer on the contract to see if the increase could be reduced.

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Charlie Odegaard to postpone the item to allow staff additional time to negotiate with the vendor.

Vote: 7 - 0 - Unanimously

B. **Consideration and Approval of Grant Agreement:** Grant Agreement between the City of Flagstaff and the U.S. Department of Transportation, Federal Aviation Administration (FAA) for the Design of a Snow Removal Equipment Building.

Approve the Grant Agreement #3-04-0015-044-2020 with the U.S. Department of Transportation, Federal Aviation Administration in the amount of $859,977 for the Design of a Snow Removal Equipment Building.

C. **Consideration and Approval of Contract:** Integrated Library System (ILS) Project; Contract #2020-09 with ByWater Solutions in the amount not to exceed $160,200.00. Flagstaff City-Coconino County Public Library District; Replacement of Current Integrated Library System.

1. Approve the purchase agreement with ByWater Solutions for a new Integrated Library System.
2. Authorize the City Manager to execute all necessary documents.

D. **Consideration and Approval of Cooperative Purchase Contract:** Cisco Collaboration Enterprise Agreement with Advanced Network Management, Inc.

1. Approve a Cooperative Purchase Contract with Advanced Network Management, Inc. in an amount not to exceed $135,000 (plus applicable taxes) over a period of five (5) years under the State of Arizona cooperative purchase contract 1GPA 19-07PV-01; and
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Grant Agreement:** Acceptance of the Department of Justice's Office of Community Oriented Policing Services (COPS Office), Community Policing and Development (CPD) Microgrant for Officer Safety and Wellness for Flagstaff Police Department Staff.

Approve the award from the Department of Justice for grant funds in the amount of $88,770; there is no City match required for this grant.

7. ROUTINE ITEMS

A. **Consideration and Approval of Contract:** A cooperative purchase contract with Passport Labs, Inc. for parking enforcement software services utilizing the National Cooperative Purchasing Alliance (NCPA) Contract (Contract # 05-20).

Acting Parking Manager Gail Brockman provided a PowerPoint presentation that covered the following:

PASSPORT CONTRACT PARKFLAG ENFORCEMENT SOFTWARE
PASSPORT CONTRACT
PASSPORT LABS INC.
SERVICES PROVIDED
HARDWARE PROVIDED
CUSTOMER SERVICE IS KEY

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Austin Aslan to approve the contract with Passport Labs Inc. for parking software and services in an amount not-to-exceed $102,639.73 over a three year contract period, identified as Years 4, 5, and 6.

Vote: 6 - 1

NAY: Councilmember Charlie Odegaard

B. **Consideration and Adoption of Ordinance No. 2020-20:** An ordinance of the Flagstaff City Council authorizing the acquisition of approximately .082 acres of real property located at 424 East Butler Avenue, Coconino County Assessor Parcel Number 104-01-023, for the Lone Tree Overpass Project, providing for delegation of authority; and establishing an effective date.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to read Ordinance No. 2020-20 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF APPROXIMATELY .082 ACRES OF REAL PROPERTY LOCATED AT 424 EAST BUTLER AVENUE, COCONINO COUNTY ASSESSOR PARCEL NUMBER 104-01-023, FOR THE LONE TREE OVERPASS PROJECT, PROVIDING FOR DELEGATION OF AUTHORITY; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Charlie Odegaard to adopt Ordinance No. 2020-20.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Ordinance No. 2020-19:** An Ordinance of the Flagstaff City Council authorizing the abandonment of a parking easement across real property located along the west side of Woodlands Village Boulevard north of McConnell Drive in exchange for a Flagstaff Urban Trails System easement; delegating authority, approving forms, and establishing an effective date

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Ordinance No. 2020-19 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING ABANDONMENT OF A PARKING EASEMENT ACROSS REAL PROPERTY LOCATED ALONG THE WEST SIDE OF WOODLANDS VILLAGE BOULEVARD NORTH OF MCCONNELL DRIVE IN EXCHANGE FOR A FLAGSTAFF URBAN TRAIL SYSTEM EASEMENT; DELEGATING AUTHORITY, APPROVING FORMS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Adam Shimoni to adopt Ordinance No. 2020-19.

Vote: 7 - 0 - Unanimously

8. PUBLIC HEARING ITEMS

A. **Consideration and Adoption of Ordinance No. 2020-21:** Direct to Ordinance Zoning Map Amendment, by applicant Flagstaff at 4th, LLC, of approximately 13.65 acres of real property located at 1002 N Fourth Street (APN 106-08-005J) from Medium Density Residential (MR) to Highway Commercial (HC), for purposes of a horizontal mixed-use development containing commercial retail and multi-family residential uses. The development site is located in the Resource Protection Overlay (RPO).

Mayor Evans opened the public hearing.

Planning Development Manager Patrick St. Clair provided a PowerPoint presentation that covered the following:

FLAGSTAFF @ FOURTH DIRECT TO ORDINANCE ZONING MAP AMENDMENT
LOCATION & SURROUNDING USES
REQUEST: ZONING MAP AMENDMENT
DEVELOPMENT PROPOSAL
COMMERCIAL BUILDINGS
RESIDENTIAL BUILDINGS
PROPOSED RESIDENTIAL UNIT MIX
MIXED-USE DEVELOPMENT
RESOURCES PROTECTION
PUBLIC SYSTEMS IMPACT ANALYSIS
TRAFFIC/RIGHT-OF-WAY IMPACT
BUTLER WIDENING – OVERALL SCOPE OF IMPROVEMENTS
PROJECT CONTRIBUTIONS
WATER AND WASTEWATER IMPACT
PUBLIC UTILITIES
STORMWATER ANALYSIS
REGIONAL PLAN ANALYSIS

FINDINGS
CITIZEN PARTICIPATION
DEVELOPMENT AGREEMENT
RECOMMENDATION

A written comment in opposition was submitted by Valarie Bryant.

Councilmember Odegaard asked how much parking there was for the site. Mr. St. Clair stated that after the parking incentives are applied, there are a total of 304 spaces.

Council noted concern about pedestrians crossing at Butler. Transportation Engineer Reid Miller shared that there is a project in the area that includes updated signs, radar, and signals that may help address any concerns. There was further discussion concerning sidewalk improvements and the development being done between Fourth Street and Little America. There was also discussion about how the development will be providing the type of housing that is needed in the community.

The Council discussed the traffic impacts related to the development and the concerns of the neighbors about spillover parking into the neighborhoods. They also discussed the commercial space and developing it as a vanilla shell that encourages business to come in.

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

Moved by Councilmember Regina Salas, **seconded by** Vice Mayor Adam Shimoni to read Ordinance No. 2020-21 by title only for the first time.

Vote: 6 - 1

NAY: Councilmember Austin Aslan

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 13.65 ACRES OF REAL PROPERTY LOCATED AT 1002 NORTH FOURTH STREET ON PARCEL NUMBER 106-08-005J FROM MEDIUM DENSITY RESIDENTIAL ("MR") TO HIGHWAY COMMERCIAL (HC"), WITH CONDITIONS, AND ESTABLISHING AN EFFECTIVE DATE

9. REGULAR AGENDA

A. Consideration and Adoption of Resolution No. 2020-49: A resolution approving a Binding Waiver of Enforcement between the City of Flagstaff and Northgate Holdings, LLC related to properties owned by Northgate generally located north of Ellery Avenue and south of Dupont Avenue on South San Francisco Street.

Deputy City Attorney Kevin Fincel provided a PowerPoint presentation that covered the following:

NORTHGATE HOLDINGS PROP 207 CLAIM
BACKGROUND
ORDINANCE 2017-31
NORTHGATE'S CLAIM
MAP OF NORTHGATE PROPERTIES
OVERVIEW OF PROP 207
BINDING WAIVER OF ENFORCEMENT
FIVE AMENDMENTS TO BE WAIVED

Councilmember Aslan asked if by granting the waiver there will be an incentive to use transect zoning. Mr. Fincel stated that the five amendments to be waived apply to the transect zoning and by granting the waiver it will allow the use of the commercial block form which may incentivize the use of the T4N1 zone.

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Austin Aslan to recess into Executive Session for legal advice.

Vote: 7 - 0 - Unanimously

Council recessed into Executive Session until 5:02 p.m.

Council discussed the challenges they are being faced with in light of the voter approved Prop. 207. There is a lot of frustration that while they are trying to meet the needs of the community they continue to run into significant challenges related to Prop. 207.

Councilmember Aslan noted that he will not be supporting the resolution and he is ready to fight the challenges and see where it goes. Councilmember McCarthy indicated that while he understands the sentiment, he is concerned that if the city were to be successful in the challenge it is possible that a significantly larger building would result.

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2020-49 by title only.

Vote: 6 - 1

NAY: Councilmember Austin Aslan

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING A BINDING WAIVER OF ENFORCEMENT BETWEEN THE CITY OF FLAGSTAFF AND NORTHGATE HOLDINGS, LLC, RELATING TO ASSESSOR PARCEL NUMBERS 103-15-023, 103-15-024, 103-15-025, 103-15-026, 103-15-002, AND 103-15-003, GENERALLY LOCATED NORTH OF ELLERY AVENUE AND SOUTH OF DUPONT AVENUE ON SOUTH SAN FRANCISCO STREET WITHIN THE CORPORATE LIMITS OF THE CITY OF FLAGSTAFF

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Adam Shimoni to adopt Resolution No. 2020-49.

Vote: 6 - 1

NAY: Councilmember Austin Aslan

B. **Consideration and Adoption of Resolution No. 2020-48:** A resolution of the Mayor and Council of the City of Flagstaff, Coconino County, Arizona, declaring official and adopting the results of the Primary/Special Election held on August 4, 2020.

Moved by Mayor Coral Evans, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2020-48 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING OFFICIAL AND ADOPTING THE RESULTS OF THE PRIMARY/SPECIAL ELECTION HELD ON AUGUST 4, 2020

Moved by Mayor Coral Evans, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2020-48.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Ordinance No. 2020-22:** An ordinance granting to UNS Gas, Inc. an Arizona Public Service Corporation, its legal representatives, successors, lessees and assigns, certain powers, licenses, rights-of-way, privileges and franchise to construct, operate and maintain in the City of Flagstaff, State of Arizona, as now or hereafter constituted, works, systems and plans for the handling, production, manufacturing, transporting, storing, sale and distribution of gas into, out of, and through said municipality, and for the distribution and sale of such gas to said municipality, its inhabitants and others, including customers inside, beyond, and outside of the limits of said municipality; and to use the streets, avenues, easements, rights-of-way, alleys, highways, sidewalks, bridges and other structures and places and public grounds in said municipality for a period of twenty-five (25) years; and prescribing in connection therewith certain rights, duties, terms and conditions herein mentioned; and providing for the payment to said municipality of a percentage of certain revenues of grantee from its operations therein; and declaring an emergency

City Clerk Stacy Saltzburg addressed Council stating that the ordinance will formally adopt the voter approved franchise agreement with UNS Gas.

Councilmember Aslan expressed his concerns about Flagstaff not being ready to move away from the use of natural gas. He also expressed frustration with UNS and their lobbying efforts to preempt municipalities from making decisions related to the franchises that exist in their communities.

Mayor Evans also expressed frustration with the preemptive language put out by the State to prevent municipalities from moving away from the use of gas.

Moved by Councilmember Charlie Odegaard, **seconded by** Vice Mayor Adam Shimoni to read Ordinance No. 2020-22 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE GRANTING TO UNS GAS, INC. AN ARIZONA PUBLIC SERVICE CORPORATION, ITS LEGAL REPRESENTATIVES, SUCCESSORS, LESSEES AND ASSIGNS, CERTAIN POWERS, LICENSES, RIGHTS-OF-WAY, PRIVILEGES AND FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN IN THE CITY OF FLAGSTAFF, STATE OF ARIZONA, AS NOW OR HEREAFTER CONSTITUTED, WORKS, SYSTEMS AND PLANTS FOR THE HANDLING, PRODUCTION, MANUFACTURING, TRANSPORTING, STORING, SALE AND DISTRIBUTION OF GAS INTO, OUT OF, AND THROUGH SAID MUNICIPALITY, AND FOR THE DISTRIBUTION AND SALE OF SUCH GAS TO SAID MUNICIPALITY, ITS INHABITANTS AND OTHERS, INCLUDING CUSTOMERS INSIDE, BEYOND, AND OUTSIDE OF THE LIMITS OF SAID MUNICIPALITY; AND TO USE THE STREETS, AVENUES, EASEMENTS, RIGHTS-OF-WAY, ALLEYS, HIGHWAYS, SIDEWALKS, BRIDGES AND OTHER STRUCTURES AND PLACES AND PUBLIC GROUNDS IN SAID MUNICIPALITY FOR A PERIOD OF TWENTY-FIVE (25) YEARS; AND PRESCRIBING IN CONNECTION

THEREWITH CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS HEREIN MENTIONED; AND PROVIDING FOR THE PAYMENT TO SAID MUNICIPALITY OF A PERCENTAGE OF CERTAIN REVENUES OF GRANTEE FROM ITS OPERATIONS THEREIN; AND DECLARING AN EMERGENCY

10. DISCUSSION ITEMS

A. Rio de Flag Flood Control Project - Update.

City Engineer Rick Barrett provided a PowerPoint presentation that covered the following:

RIO DE FLAG FLOOD CONTROL PROJECT UPDATE AUGUST 18, 2020
PROJECT UPDATE

Engineering Project Manager Trevor Henry continued the presentation.

USACE
PROJECT CONSTRUCTION – PHASE 1
PROJECT DESIGN

Senior Project Manager Christine Cameron continued the presentation.

ENVIRONMENTAL CLEARANCE
REAL ESTATE
BNSF RAILWAY

Council discussed the communication and outreach efforts. They encouraged the public relations firm to continue pushing the facts and do their best to quell misinformation about the project. They also would like to see more information shared with the community about the economic impacts and social justice aspects related to the importance of the project.

B. Priority Based Budgeting (PBB) Public Engagement Plan

Deputy City Manager Shane Dille provided a PowerPoint presentation that covered the following:

PRIORITY BASED BUDGETING PUBLIC ENGAGEMENT PLAN
AGENDA
WHY ARE WE DOING PBB?
WHAT DO WE DO?
WHAT DOES IT COST?
WHY ARE WE IN BUSINESS?
PBB PROGRESS

Management Analyst Jack Fitchett continued the presentation.

PBB PUBLIC ENGAGEMENT PLAN
PUBLIC EDUCATION VIDEOS

Management Analyst Sarah Langley continued the presentation.

COMMUNITY INPUT SURVEY
DEMOGRAPHIC QUESTIONS

DISSEMINATION

Council discussed the outreach and communication efforts. There was concern that limiting participation only to the Community Forum tool may not be a true representation of the community. They requested more inclusivity and outreach to ensure that all areas and demographics of the city are represented. They suggested using translation and similar outreach methods used with the Southside Neighborhood Plan.

Mr. Clifton indicated that staff plans to come back to Council to follow up with efforts to improve the communication and outreach.

11. COUNCIL LIAISON REPORTS

Councilmember Odegaard reported that the Beautification and Public Art Commission (BPAC) along with the Transportation Commission met over the summer break. BPAC discussed the Downtown Connection Project and the Downtown Vision and Action Plan. The Transportation Commission heard from residents on Santa Fe about speeding concerns. They also discussed access for Presidio in the Pines along with street lighting.

Councilmember Salas reported that she attended the Airport Commission meeting and despite the experience of low-level enplanements nationwide, Flagstaff is at 20% which is above the national average. The commission also discussed the snow removal equipment building design along with the parking lot and airport marketing. The Parks and Recreation Commission had a Rio de Flag update and discussion about future enhancements once the project is complete. They also discussed the issues with graffiti and looking for creative ways to mitigate it.

Councilmember Salas reported that she attended the CVB Coffee Klatch meeting where they heard about Discover Flagstaff's efforts to message masking, physically distancing, and other safety measures to people visiting Flagstaff. Lowell Observatory and Coconino County Center for the Arts also shared their reopening plans. Lastly, she reported that the Flagstaff Sister Cities has become its own non-profit. The Board of Directors includes Heidi Hansen and Trace Ward, along with others from the community. The board has developed criteria on how sister city partners for Flagstaff are selected.

Councilmember Whelan reported that she attended the Stronger as One executive leadership committee meeting. They have recommitted to the core principles of the coalition including reinstituting the mental health first aid training and looking for funding options to assist in those efforts. She reported that the NACOG Economic Development Council met to begin planning an Economic Recovery Summit in April. They are looking for suggestions on topics for discussion.

Councilmember Aslan reported that the Open Spaces Commission met where they discussed the inappropriate encroachment on the area by the Veteran's Home. There was a positive outcome to the issue and it was addressed in a very timely manner.

Vice Mayor Shimoni reported that CJCC met over the break to discuss the Black Lives Matter trends. They continue to work towards addressing the needs of the public and assisting the most vulnerable in the community. The Diversity Awareness Commission met and they discussed the community survey that they hope to release very soon. He has also been attending the weekly COVID updates by the County and it has been great to hear about the partnerships and communication that is happening throughout the community.

12. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Aslan to place on a future agenda a discussion for launching an extensive community dialogue that thoroughly and sufficiently explores the Black lived experience in Flagstaff, in the state, and in the nation. The Black community from Flagstaff should lead the way on this, although other black voices from outside are also valuable and should absolutely be invited to participate. The recommendation is that we partner with Flagstaff's Southside Community Association to have them lead the community dialogue.

Mr. Clifton noted that there has been collaboration and movement with the Southside Community Association. There is a strong coalition that has been assembled that includes a number of entities, non-profits, local churches, and others. The coalition will be putting together six community meetings and the city will be providing funding to assist with the costs associated with the effort.

Council expressed appreciation to Mr. Clifton, Ms. Deb Harris, and the Southside Community Association for their work in putting together the community dialogues. They are eager to participate and see the outcomes that come from the effort.

Councilmember Aslan withdrew the FAIR request as there were efforts already underway that met the intent of the request.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember McCarthy to place on a future agenda a presentation to Council by the police department on their policies and procedures regarding racial profiling, de-escalation training, use of force, rules on the various types of choke holds, how complaints of inappropriate actions are handled, and procedures to prevent hiring officers that took inappropriate actions in other police departments. Presentation should include recommendations regarding procedures recently evolving in other cities where other professionals (e.g. paramedics, counselors, etc.) respond to calls that do not involve possible violence and do not require an armed officer. Also, consideration of creating a Public Safety Commission.

Councilmember McCarthy stated that the City of Flagstaff has an excellent Police Department and he wants an opportunity to discuss the policies they have in place to ensure their utmost professionalism and care. He would like to understand the policies and procedures and provide a space for conversation about any improvements. Given what has been seen around the country, he requests that the item be expedited so the conversation can happen quickly.

Council agreed to move the item forward and expedite it in the queue.

13. CITY MANAGER REPORT

A. City Manager Report

Mr. Clifton briefly reviewed his report.

i. **Discussion and Direction:** Mountain Line Letters of Support

Mr. Clifton stated that Mountain Line requested two letters of support; the first is related to a grant request for bus storage facilities on the NAU campus and technology upgrades. The second is seeking support for advocacy at the federal and state letter for funding from the on the reauthorization package (INVEST Act).

Council expressed support to move forward with both letters of support.

14. COVID-19 UPDATES

A. Discussion of the Re-Entry Plan and Monitoring Criteria

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

RE-ENTRY PLAN AND MONITORING CRITERIA
AGENDA
COVID-19 CASES
HOSPITAL ADMISSIONS
COVID-19 RELATED DEATHS
HOSPITAL CENSUS
CITY'S MONITORING CRITERIA
RE-ENTRY PLAN PHASES
PHASE II
PHASE III
SITE SPECIFIC PLANS FOR RECREATION
AZDHS REQUIREMENTS
UNDERSTANDING THE BENCHMARKS
COCONINO COUNTY DASHBOARD
COUNCIL DISCUSSION

Holly Jones addressed Council with concerns about creating an unsafe environment by leaving playing fields open for everyone instead of mandating and permitting activities.

Rick Kelsey addressed Council in support of opening up fields for youth and organized sports.

Lynda Ballentine addressed Council in support of opening fields for youth sports.

Chad Schlenker submitted a written comment requesting that Council open city playing fields.

Council discussed their concerns with sporting activities. They also discussed potential protocols that could be put in place to allow sports fields to open in a way that protects players and spectators. Council also discussed moving into Phase III of the Re-entry Plan and the protection of city staff.

Following the discussion, a majority of Council supported moving into Phase III of the Re-Entry Plan.

Moved by Councilmember Charlie Odegaard, **seconded by** Vice Mayor Adam Shimoni to continue the meeting in accordance with the City Council Rules of Procedure.

Vote: 7 - 0 - Unanimously

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

Vice Mayor Shimoni stated that Coconino County recently passed a resolution regarding the 20-year protection of the San Francisco Peaks and suggested the city do something similar. He offered appreciation to Deb Harris and the Southside Community Association for their work on the community engagement plan.

Councilmember Aslan requested a FAIR item to discuss the development of specific recommendations for Halloween night to encourage trick or treaters and neighborhoods to engage in ways that keeps everyone out and having fun but socially distant and safe or providing alternatives to keeps Halloween fun.

Councilmember Whelan requested a FAIR item to consider the use of the retail spaces below student housing developments to be used for affordable housing and look at changing the zoning code to allow for the commercial mixed-use areas to be converted to permanent affordable housing.

16. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held August 18, 2020, adjourned at 9:40 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on August 18, 2020. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 19th day of April, 2022.

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JANUARY 11, 2022
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:00 P.M.

1. Call to Order

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

2. ROLL CALL

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

PRESENT: ABSENT:

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

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

3. Recess into Executive Session

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

Vote: 7 - 0 - Unanimously

4. Executive Session:

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

ii. On Call Magistrate Reappointments

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

i. Legal Advice and Settlement Discussions on Prop 207 Claims

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held January 11, 2022, reconvened into Open Session at 1:50 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JANUARY 18, 2022
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:00 P.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 1:03 p.m.

2. ROLL CALL

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

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

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

3. Recess into Executive Session

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

Vote: 6 - 0 - Unanimously

4. Executive Session:

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

i. Litigation Update regarding Hopi Tribe v. City of Flagstaff

ii. Legal advice regarding Proposition 420.

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held January 18, 2022, reconvened into Open Session at 2:32 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

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CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JANUARY 25, 2022
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:00 P.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 1:03 p.m.

2. ROLL CALL

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

PRESENT: ABSENT:

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

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

3. Recess into Executive Session

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

Vote: 7 - 0 - Unanimously

4. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. §38-431.03(A)(3) and (7), respectively.

i. Legal advice and property negotiations related to acquisition of property for the Lone Tree Overpass Project and business relocation efforts

ii. Legal advice and property negotiations related to securing land rights for Park Sediment Basins Project

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held January 25, 2022, reconvened into Open Session at 2:53 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, FEBRUARY 1, 2022
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
2:00 P.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 2:05 p.m.

2. ROLL CALL

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

PRESENT: ABSENT:

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

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

3. Recess into Executive Session

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

Vote: 7 - 0 - Unanimously

4. Executive Session:

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

i. Legal Advice on ARC Annexation and Rezoning

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held February 1, 2022, reconvened into Open Session at 2:52 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

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CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, FEBRUARY 8 2022
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:00 P.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 1:03 p.m.

2. ROLL CALL

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

PRESENT: ABSENT:

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

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

3. Recess into Executive Session

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

Vote: 7 - 0 - Unanimously

4. Executive Session:

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

i. Proposed Development Agreement for the Lofts at Continental

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. §38-431.03(A)(3) and (7), respectively.

i. Legal advice regarding offer to develop permanently affordable housing on City owned property located at 1700 E Sixth Ave.

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held February 8, 2022, reconvened into Open Session at 2:22 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, FEBRUARY 15, 2022
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
2:30 P.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 2:30 p.m.

2. ROLL CALL

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

PRESENT: ABSENT:

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

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

3. Recess into Executive Session

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

Vote: 7 - 0 - Unanimously

4. Executive Session:

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

i. Legal advice regarding request for waiver of potential conflict of interest in threatened litigation.

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held February 15, 2022, reconvened into Open Session at 2:51 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, FEBRUARY 22, 2022
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:00 P.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 1:04 p.m.

2. ROLL CALL

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

PRESENT: ABSENT:

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

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

3. Recess into Executive Session

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

Vote: 7 - 0 - Unanimously

4. Executive Session:

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

i. Legal advice regarding Flagstaff Minimum Wage Ordinance and Enforcement

ii. Litigation Update

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held February 22, 2022, reconvened into Open Session at 2:38 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, MARCH 8, 2022
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:00 P.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 1:04 p.m.

2. ROLL CALL

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

PRESENT: ABSENT:

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

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

3. Recess into Executive Session

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

Vote: 7 - 0 - Unanimously

4. Executive Session:

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

i. Provide legal advice and receive direction regarding proposed final settlement of tax litigation, *City of Phoenix et al. v Orbitz et al*

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

i. Ranked Choice Voting

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held March 8, 2022, reconvened into Open Session at 2:15 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, MARCH 29, 2022
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
12:00 P.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 12:04 p.m.

2. ROLL CALL

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

PRESENT: ABSENT:

MAYOR DEASY (virtually until 12:04 p.m.)
VICE MAYOR DAGGETT (virtually)
COUNCILMEMBER ASLAN (virtually)
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI (virtually)
COUNCILMEMBER SWEET

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

3. Recess into Executive Session

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

Vote: 7 - 0 - Unanimously

4. Executive Session:

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

i. Legal advice regarding recreational marijuana ordinance and social equity licenses

ii. Legal advice regarding Council vacancy appointment pursuant to applicable Arizona law and City Charter

B. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or

employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. §38-431.03(A)(1).

i. Council vacancy applicant questionnaire

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held March 29, 2022, reconvened into Open Session at 2:12 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

6. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacey Brechler-Knaggs, Grants and Contracts Manager

Co-Submitter: Rick Tadder, Management Services Director

Co-Submitter: Neil Chapman

Date: 04/11/2022

Meeting Date: 04/19/2022

TITLE

Recognition: 2021 George F. Ames National Performance and Innovation in the State Revolving Fund (SRF) Creating Environmental Success Program (PISCES) award for Excellence in Environmental and Public Health Protection from the U.S. Environmental Protection Agency (EPA) for the Flagstaff Watershed Protection Project.

STAFF RECOMMENDED ACTION:

Accept the 2021 George F. Ames National PISCES award from EPA for the Flagstaff Watershed Protection Project (FWPP)

EXECUTIVE SUMMARY:

On November 5, 2019 Council approved a Water Infrastructure Financing Authority (WIFA) Loan for the Flagstaff Watershed Protection Project.

WIFA of Arizona was impressed with the project and submitted a nomination application to the EPA for the 2021 George F. Ames PISCES award program.

In The Flagstaff Watershed Protection project from Arizona was selected to receive the "Excellence in Environmental and Public Health Protection" recognition for the 2021 George F. Ames PISCES program. Out of the 27 state entries to be nominated for a 2021 PISCES, only five were selected as an Exception Project - one from each criteria category.

INFORMATION:

EPA Recognizes 49 Water Infrastructure Projects for Excellence Winners.
ARIZONA (Feb. 17, 2022) – Earlier this week, at a virtual roundtable with state and community representatives, U.S. Environmental Protection Agency (EPA) honored 49 water infrastructure projects for excellence and innovation within the Clean Water State Revolving Fund (SRF) and Drinking Water SRF programs. These exemplary projects demonstrate leadership in innovative financing, partnership, and problem solving while improving water quality and public health protection.

The Flagstaff Watershed Protection was recognized for its important work to prevent forest fires with

EPA's PISCES award. Flagstaff Watershed Protection's resiliency project employs forest thinning to protect Flagstaff's drinking water resources and avoid catastrophic wildfire damage. The effort focuses on 10,000 acres of federal, state, and local lands adjacent to the city, reducing dry debris and thinning the forest through removing small- and medium-diameter trees.
EPA's George F. Ames Performance and Innovation in the SRF Creating Environmental Success (PISCES) program celebrates innovation demonstrated by Clean Water SRF programs and assistance recipients. 27 projects nationwide from state or local governments, public utilities, and private entities were honored.

Since 1997, EPA has helped finance through the Drinking Water SRF more than $44.7 billion in water infrastructure. The agency has accelerated investments by working with our state partners to increase the utilization and leveraging of the State Revolving Fund programs.

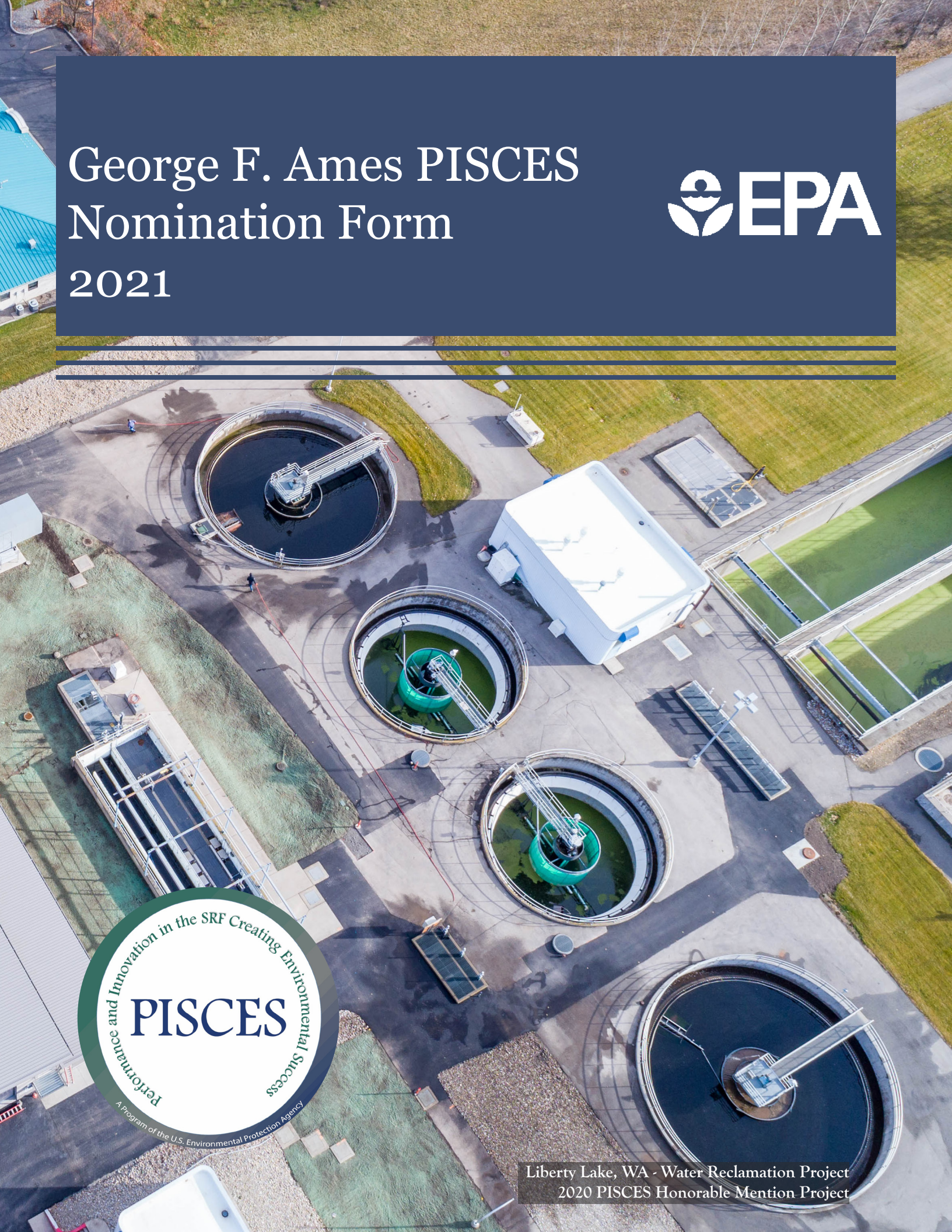
The SRFs are EPA-state partnerships that provide communities with a permanent, independent source of low-cost financing for a wide range of water quality and drinking water infrastructure projects. Since their inception, EPA's SRFs have provided more than $189 billion in financial assistance to nearly 43,000 water quality infrastructure projects and 16,300 drinking water projects across the country.

In 2022, EPA will allocate $7.4 billion to states, Tribes, and territories, with nearly half of this funding available as grants or principal forgiveness loans for underserved communities across rural America and in urban centers. The 2022 allocation is the first of five years of nearly $44 billion in dedicated EPA SRF funding that states will receive through the Bipartisan Infrastructure Law.

Attachments:
WIFA 2021 PISCES Nomination Form
EPA 2021 PISCES Compendium
EPA Press Release
Senator Sinema Letter
FWPP-WIFA News Release

George F. Ames PISCES Nomination Form 2021

EPA



Liberty Lake, WA - Water Reclamation Project
2020 PISCES Honorable Mention Project

CWSRF PISCES 2021

Performance and Innovation in the SRF Creating Environmental Success

Program Description

Since the program's inception over 30 years ago, the Clean Water State Revolving Fund (CWSRF) has provided over $145 billion in low-cost financing for nearly 43,000 projects to protect public health, the environment, water resources, and help build resilient communities across the country. The Performance and Innovation in the SRF Creating Environmental Success program (PISCES) highlights the CWSRF's benefits, recognizing innovative ways communities are using the CWSRF to achieve their local water quality objectives.

Nomination Process

States may nominate one current or past CWSRF project by sending this nomination form to their EPA Regional Office Coordinator. After review from the EPA Regional Office, nominations will be sent to EPA Headquarters to receive recognition as a PISCES Project. A panel at EPA will review and rank each PISCES project and select one for each of the five criteria categories to be designated as an Exceptional Project.

EPA plans to announce the Exceptional Projects at the Fall 2021 CIFA SRF Workshop. Materials will be shared with all EPA Regional Offices to highlight all the recognized projects in their Region.

Program Timeline

Spring — Call for 2021 PISCES nominations. The project nomination form is attached at the end of this document.

May 7 — State programs may fill out the attached nomination form and submit it to their EPA Regional Office Coordinator by **May 7th.** Each state may only nominate one project. All current and completed CWSRF projects are eligible for nomination as long as they have an executed assistance agreement in place.

June 11 — EPA Regional Offices will review the nomination to make sure the project does not have any noncompliance or programmatic concerns. Once approved, nominations should be emailed to **PISCES@epa.gov** at EPA Headquarters by **June 11th.**

Fall CIFA — All recognized projects will be showcased in the 2021 PISCES Compendium which will be publicly released during the Fall CIFA Workshop. The Exceptional Recognitions will be presented a plaque and announced by the Office of Wastewater Management Director during the workshop.

CWSRF PISCES 2021

Performance and Innovation in the SRF Creating Environmental Success

Evaluation Criteria

Nominations will be evaluated for the degree to which they meet the standards in these categories:

Innovative Financing: Uses a creative financing mechanism within the CWSRF or along with additional sources of capital to address the particular needs of the community or challenges of the project.

System Partnerships: Develops or uses a partnership that brings together diverse stakeholder groups and resources to create a collaborative approach to addressing water quality needs.

Community Engagement: Ensures community leaders and residents are involved in the project development, design, or implementation to deliver a solution grounded in broad community interests and benefits.

Environmental and Public Health Protection: Employs a holistic approach in addressing water quality. These projects may include pollution prevention, contaminant loading reduction, innovative use of technology, or other aspects that focus on integrated design and should create multiple benefits in protecting ecosystems, public health, and communities.

Problem Solving: While all CWSRF investments address a problem, this project implements an unconventional approach or a unique solution in meeting a particularly intractable water quality challenge.

Project information submitted in this nomination form will be used to rank each project based on one or more of these criteria. A project for each criteria category will be selected to be an Exceptional Project and will receive a plaque. The remaining PISCES projects will be considered Honorable Mention Projects and will receive a certificate. All projects will be highlighted in the 2021 PISCES Compendium.



Drainage Project - Lubbock, TX
2020 PISCES Honorable Mention

PISCES Nomination Form 2021

Contact Information

CWSRF State Program:

CWSRF Point of Contact:

Email Address:

Project Details

Project Name:

Assistance Recipient:

City and State:

CWSRF Assistance Amount:

Total Project Cost:

Date of Project Completion:

Project Summary (Please answer in 2 to 3 sentences)

What water quality, public health, financing, community socioeconomic – or combination of any of these – problem did this project aim to resolve?

What project solution did this CWSRF assistance recipient develop to address the problem(s)?

What are the qualitatively or quantitatively measurable results that this project delivered in solving or mitigating the problem?

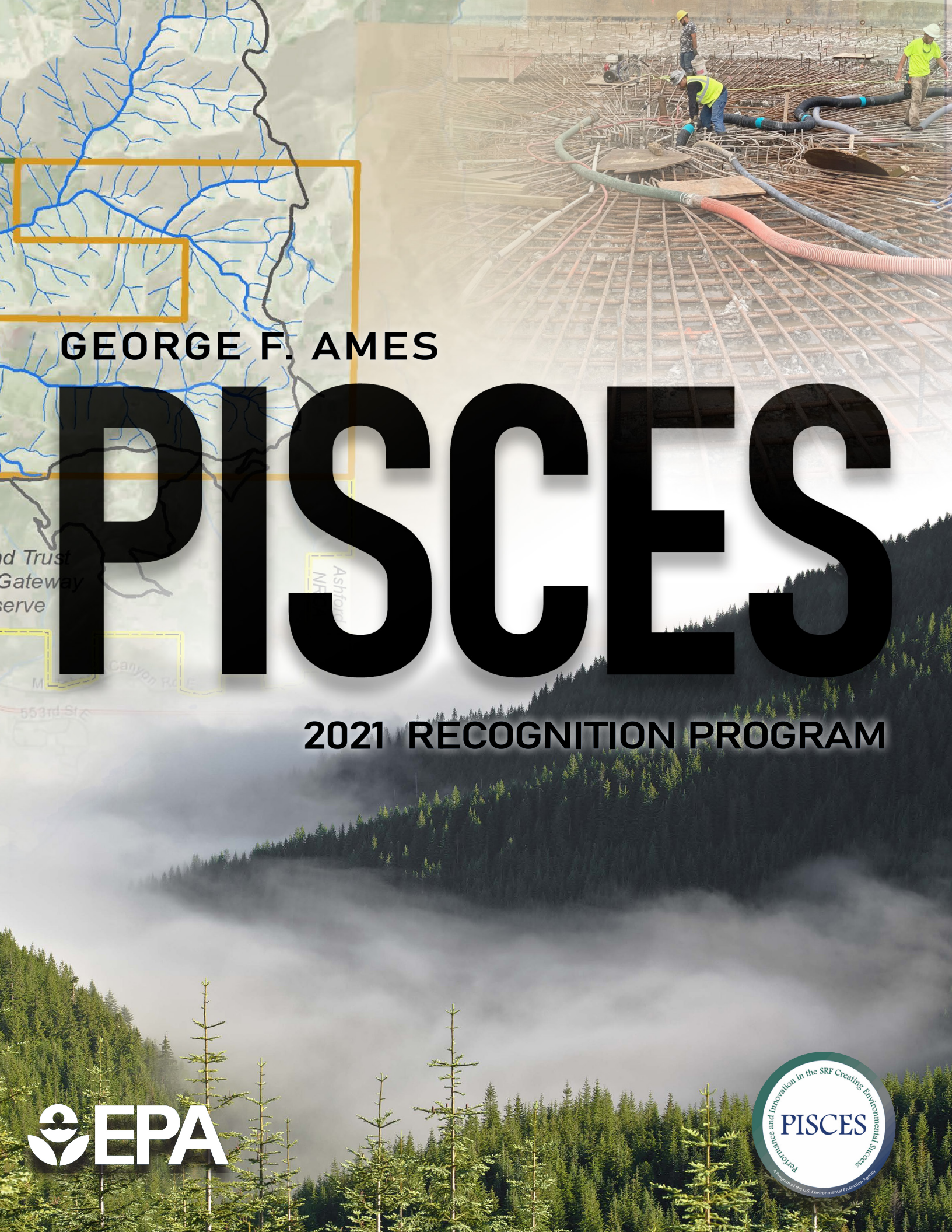
PISCES Nomination Form 2021

Project Description

Please describe the basis for recognizing the project/activity and how it follows one or more of the criteria areas. (No more than 300 words). Two pictures associated with the project are requested. Please submit the highest quality of each photo available and attach them separately along with your submittal. You may submit additional documentation if relevant.

**NOTE: by submitting photo(s) with this nomination form, you agree to waive compensation and authorize the photo(s) to be used for informational, educational, and/or public relations purposed both within the U.S. EPA and by the general public. You authorize disclosure and release of the photo(s) to the U.S. EPA.*

If you have additional questions about the PISCES program, please contact **PISCES@epa.gov** or (202) 564-7347. Learn more about previous years here: **www.epa.gov/cwsrf/pisces.**



GEORGE F. AMES

PISCES

2021 RECOGNITION PROGRAM

EPA

Performance and Innovation in the SRF Creating Environmental Success

PISCES

A Program of the U.S. Environmental Protection Agency

DIRECTOR'S ADDRESS

2021 marks the fifth year that we recognize clean water projects that demonstrate excellence through the George F. Ames Performance and Innovation in the SRF Creating Environmental Success (PISCES) program. In addition to the cost saving benefits of the Clean Water State Revolving Fund (CWSRF), one of the strengths of the program is the wide variety of eligible projects that can be funded. The projects highlighted in this compendium demonstrate this benefit, as they represent the diversity of project types and communities that CWSRF programs support in all 50 states and Puerto Rico.

Throughout these pages, you will also see partnerships that have formed across the country between the CWSRF programs and cities, utilities, tribes, and farmers. By coming together, we have the opportunity to provide water quality benefits to Americans and promote EPA's mission of protecting human health and the environment.

I congratulate all the assistance recipients recognized in this compendium, and I thank the CWSRF programs that highlighted them for recognition. We appreciate your dedication to ensuring water quality in our communities and as well as your commendable commitment to the continuing success of this important program. Thank you.

Sincerely,



Andrew Sawyers, Ph.D., Director
Office of Wastewater Management



Recognizing Success

Nominations for the 2021 PISCES program were based on the following criteria categories. EPA selected one project from each category to be recognized as an Exceptional Project based on the project's overall impact in the category.

- **Innovative Financing: Uses a creative financing mechanism that aligns with the needs of the community.**
- **System Partnerships: Creates a partnership that brings together stakeholder groups and resources to create a collaborative approach to addressing water quality needs.**
- **Community Engagement: Involves the community during the project design or includes a project element that encourages community engagement.**
- **Environmental and Public Health Protection: Employs a sophisticated approach to addressing water quality. These projects may include preemptive treatments, reduction in capacity loading, use of new technologies, or other aspects that focus on innovative design.**
- **Problem Solving: Uses an unconventional approach in meeting the community's needs.**

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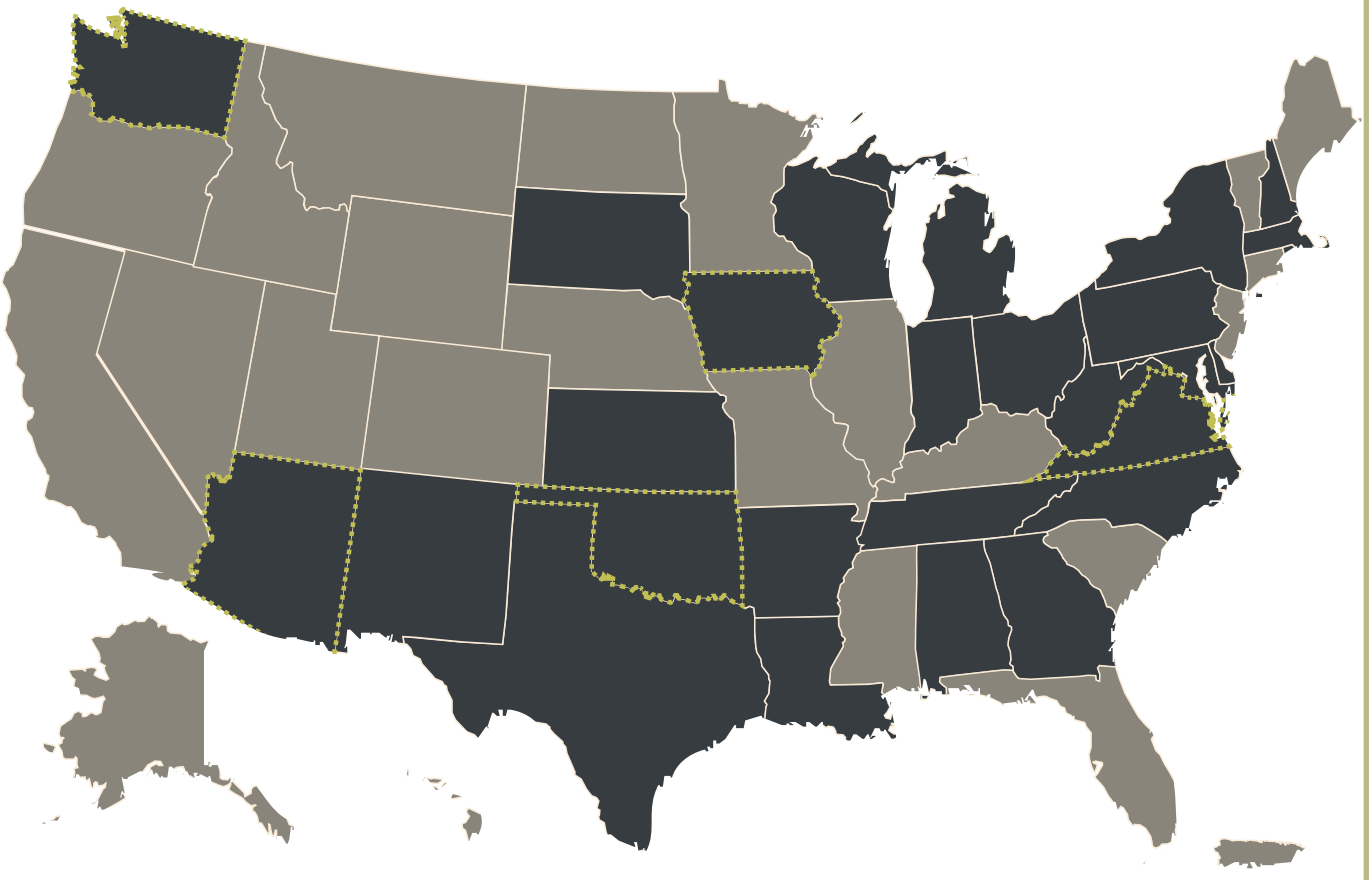
Projects Recognized by the George F. Ames PISCES Program – 2021



Recognized projects are shaded in dark gray.

Exceptional Projects are outlined in dashed green.

Recognized Projects

Exceptional

Arizona	Flagstaff Watershed Protection
Washington	Mashel River Protection
Virginia	Agriculture BMPs
Iowa	ReHarvest Pay for Success
Oklahoma	Bartlesville's Indirect Potable Water Reuse Solution

Honorable Mention

Alabama	Mobile Master Plan Phase I
Arkansas	Clarifier Repair
Delaware	Comfort Burton Land Conservation Sponsorship
Georgia	Stormwater System Improvements
Indiana	Wastewater Improvements
Kansas	Rock Creek Stream Bank Stabilization
Louisiana	North WWTP Improvements
Maryland	Back River WWTP
Massachusetts	York Street Pump Station and Connecticut River Crossing
Michigan	Lansing CSO Sub-Area 034C Project
New Hampshire	Peirce Island WWTF Upgrade
New Mexico	Roosevelt County Fairgrounds Stormwater
New York	Sauquoit Creek Floodplain Restoration
North Carolina	Wardola-Thompson School Creek Restoration
Ohio	Butler Regional WWTP
Pennsylvania	Agricultural BMPs
Rhode Island	Charlotte Hope Plaza Stormwater
South Dakota	Tea Sanitary Sewer Regionalization
Tennessee	Wastewater Treatment Plant Improvements
Texas	Regional Wastewater Improvements
West Virginia	Wastewater System and Infiltration/Inflow Rehabilitation
Wisconsin	Bluffview Wastewater Treatment Facility Upgrade



Excellence in Environmental and Public Health Protection

Water Infrastructure Finance Authority of Arizona

Project: Flagstaff Watershed Protection

Recipient: City of Flagstaff

The forests surrounding Flagstaff have evolved for thousands of years to survive frequent, low-intensity wildfires ignited by seasonal lightning storms. Over the past century, these landscapes have transformed through fire suppression-based management practices. It is now understood that these conditions increase the risk of unnatural, high-intensity fires, which impact nearby water resources. The build-up of vegetation, steadily declining precipitation, and climbing temperatures create ideal conditions for more frequent and dangerously intense wildfires. After a high-intensity fire, soils become hydrophobic, which can create flash flooding events that carry large amounts of debris, ash, chemicals, and sediment to nearby waterbodies. To protect water resources and avoid catastrophic wildfire damage, the City of Flagstaff created the Flagstaff Watershed Protection Project (FWPP). The project will reduce the risk of high-intensity fires and post-fire flooding across two priority watersheds. The FWPP features numerous benefits, including preserving drinking water treatment costs; protecting watershed health, human health, wildlife habitat, biodiversity, and old-growth trees; preserving property and recreational values; increased local economic prosperity; and creating restoration-based employment opportunities. This project will engage in modernized forest management practices on roughly 10,000 acres by reducing dry debris and thinning the forest by removing small and/or medium diameter trees. These practices have been proven to be effective in preventing significant environmental, financial, and social impacts from wildfires.

A resiliency project this large in scale is expensive to undertake, so the City worked with the Water Infrastructure Finance Authority of Arizona (WIFA) and the Coconino National Forest to fund the FWPP. WIFA provided a CWSRF loan for $6 million with $1 million in loan forgiveness to the City to invest in this $10 million project. The environmental and public health benefits of this expansive project are numerous and support a forward approach in using modernized wildfire management techniques to create a more resilient community.





Excellence in Community Engagement

Washington State Department of Ecology

Recipient: Nisqually Tribe

Project: Mashel River Protection Project

Within the foothills of Mount Rainer lies the Mashel River, the primary salmon-spawning tributary of the Nisqually River. The Mashel River is an important site for salmon habitat. The River also serves as the direct source of water for the Town of Eatonville and is the indirect source for many rural residents. The largest sub-basin and headwaters for the Mashel River is the Busy Wild Creek, which is a declared federal critical habitat site for spawning and rearing of the listed Endangered Species: Chinook Salmon and Steelhead Trout. The forests around these headwaters are commercially logged, and sections of the forest remain in a state of recovery from massive clear-cut logging from the early and mid-1900s. These practices impact the headwaters by reducing water retention, elevating stream temperatures, reducing the woody-debris accumulation needed for spawning habitat, and through extensive sedimentation that fills spawning pools. These impacts to the river affect the Nisqually River Basin, which is home to the Nisqually Indian Tribe. Salmon is a prominent part of the Nisqually culture, and they rely on treaty-reserved fishing rights to sustain their fishing practices in the river.

To restore river quality and salmon habitat in these headwater forests, the Nisqually Tribe received a $14.2 million loan from the Washington State Department of Ecology to purchase 1,240 acres of land along the North Fork of Busy Wild Creek. This land purchase adjoins next to nearly 3,000 acres of forested land managed by the Nisqually Land Trust and the Nisqually Community Forest. Future forest growth will permanently protect the entirety of the Busy Wild Creek headwaters and help restore critical salmon habitat for the Mashel River.



Excellence in System Partnerships

Virginia Department Of Environmental Quality

Recipient: Garber Farms, Inc.

Project: Agriculture BMPs



Garber Farms, a picturesque cattle farm located in Augusta County, Virginia, was experiencing significant over-grazing alongside a nearby stream that created severe streambank erosion. The stream that runs through the farm is a tributary to the Middle River, part of the Potomac River watershed in the Shenandoah Valley, and discharges to the Chesapeake Bay. Direct livestock access to the stream resulted in high bacterial and nutrient loads from livestock manure deposited in the stream. To address these water quality issues, the producer worked with the Headwaters Soil and Water Conservation District (SWCD) to draft a land management plan that incorporates new grazing practices and includes a riparian buffer along the Farm's stream. The Farm was eligible to receive funding from the Virginia Department of Conservation and Recreation (DCR) Agricultural Best Management Practices (BMP) Cost Share program (VACS). They also applied for a water quality grant for the installation of agricultural BMPs from the DuPont Natural Resource Damage Assessment and Restoration Settlement. Garber Farms received commitments from the VACS program and DuPont Settlement, covering the cost of the project. However, the Farm needed to provide funding up-front to construct the project, as grant funding would be received after project completion. This led the Farm to seek out a loan to cover these up-front expenses.



The newly relaunched Agricultural BMP Loan program, part of the Virginia Department of Environmental Quality's CWSRF, was able to provide a no-interest loan of nearly $230,000 to Garber Farms for the full project cost. Thanks to CWSRF loan financing, this project installed over 5 miles of stream exclusion fencing, over 2 miles of water lines, 11 watering troughs, and created 77 acres of riparian buffers. These installments remove an estimated 3,481 pounds of total phosphorus annually at a cost of approximately $66 per pound. Through the partnership between Garber Farms, Headwaters SWCD, DCR, DuPont, and DEQ's CWSRF, this cost-effective water quality project in the Shenandoah Valley was made possible.

EXCELLENCE IN INNOVATIVE FINANCING

Iowa State Revolving Fund

Project: ReHarvest Pay for Success

Recipient: ReHarvest



The Soil and Water Outcomes Fund was established by ReHarvest Partners, a partnership created by Quantified Ventures and the Iowa Soybean Association. The Iowa CWSRF invested $7.5 million in ReHarvest Partners, which administers the Fund with AgOutcomes (a subsidiary of the Iowa Soybean Association). Iowa's CWSRF investment, for 16 years at 2 percent interest, will allow ReHarvest to sign up 85,000 acres in priority Iowa watersheds in 2021, with payments to farmers between $20-$40 per acre. This partnership utilizes a "pay for performance" structure to incentivize farmers to implement new conservation practices that improve water quality and sequester carbon. Rather than pay farmers for implementation of the practice, farmers are paid for the verified environmental outcomes these practices produce. The carbon and nutrients captured by these practices (utilizing no-till farming and planting cover crops) are verified, and the credits are then sold to a variety of private and public customers.

By earning slightly more from selling the credits than what is paid to the landowners, the structure is self-sustaining, enabling not only the repayment of the CWSRF's investment but a consistent source of funding that will perpetuate the program. This market driven approach will allow increasingly more acres to be enrolled each year with a corresponding improvement in water quality from the reduction in nutrient runoff. These significant environmental benefits will be achieved without any state or federal appropriations.

EXCELLENCE IN PROBLEM SOLVING



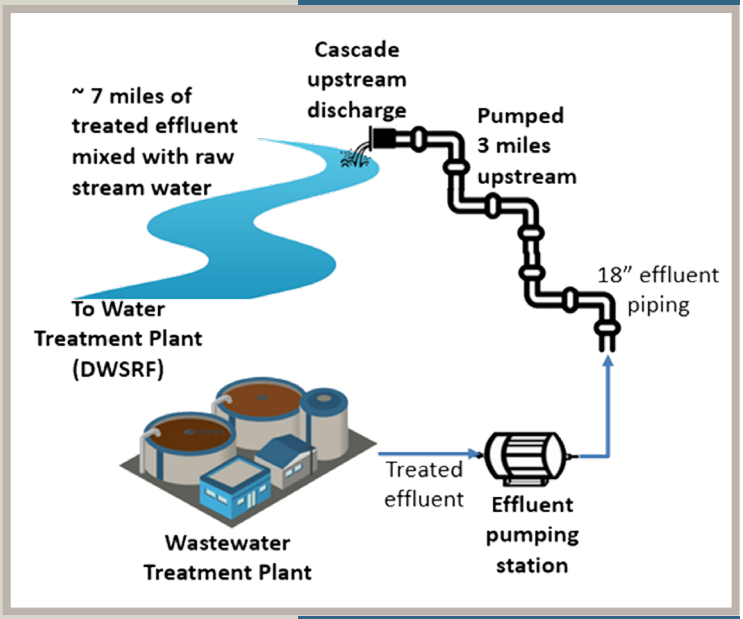
Oklahoma Water Resources Board

Project: Bartlesville's Indirect Potable Water Reuse Solution

Recipient: Bartlesville Municipal Authority

In 2001, a "Drought of Record" found Bartlesville Municipal Authority (Authority) with less than a 90-day supply of water for its approximate 36,500 residents. Impacts of the drought were felt state-wide. Shortly after, Oklahoma passed the Water for 2060 Act - becoming the first state in the nation to establish a goal of consuming no more fresh water in 2060 than in 2012. The Water for 2060 Act and the Authority's experience with drought provided the impetus to create a working group to explore the reuse and recycling of treated wastewater. The workgroup's study showed that indirect potable water reuse was possible due to the locations of Authority's existing water treatment and wastewater treatment plants. A plan was developed to pump treated effluent from the wastewater treatment plant three miles upstream and discharge into the Caney River, where it would then mix with stream water for about 7 miles before being pumped to the water treatment plant to produce potable water. This reuse project will extend Bartlesville Municipal Authority's water supply by 20-40 years, depending on water consumption.

Bartlesville's indirect potable water reuse project is the first of its kind permitted within the State of Oklahoma. It will support Oklahoma's Water for 2060 goals by focusing on water conservation and efficiencies along the Caney River. The total project cost is $8,970,000 with $750,000 coming from a Bureau of Reclamation grant and $8,220,000 from the CWSRF. The Oklahoma Water Resources Board approved the project in August 2020, and it is currently under construction.



Alabama Department of Environmental Management

Recipient: Board of Water and Sewer Commissioners

Project: Mobile Master Plan Phase I

Phase I of the proposed Mobile Master Plan by the Mobile Board of Water and Sewer Commissioners (MAWSS) will implement multiple projects that are expected to receive an estimated $140,250,000 in CWSRF funds over a five-year period. These projects are expected to rehabilitate existing infrastructure and replace aging equipment throughout the entire service area. This will ensure continued compliance with existing regulations and demands, as well as provide increased efficiency and dependability to the overall wastewater collection and treatment system. The system has submitted an initial application, which estimates the full scope of the proposed projects to be completed over the plan's five-year period.

To fund the entire amount through the CWSRF program, the system is planning to submit additional supplemental applications each fiscal year until the completion of the project. For a municipality or utility, financing multiple projects in the same plan over several years like this, referred to as programmatic financing through the CWSRF, provides a stable, predictable funding source to incorporate into the annual budget process, as well as a simplified application process.



Arkansas Department of Agriculture

Recipient: Little Rock Water Reclamation Authority

Project: Clarifier Repair



The Little Rock Water Reclamation Authority applied for CWSRF funding to repair, rehabilitate, and replace existing structures at the Fourche Creek Wastewater Treatment Plant. The Authority developed an emergency plan to repair damage to a 170-foot diameter clarifier and the concrete floor, subgrade, base material, and center column. This work was necessitated by rising flooding in the Arkansas River. Other improvements for this proposed work will include repairs to a manhole cover, vault, embankment, and access road and various linework repairs that were necessitated due to flood damage.

A $7,500,000 loan with 1.75 percent interest rate from the Arkansas CWSRF allowed the Little Rock Water Reclamation Authority to move quickly to get a major problem repaired so the treatment plant could maintain its operations and meet wastewater discharge permit requirements, which resulted in less pollutants discharged to the Arkansas River.

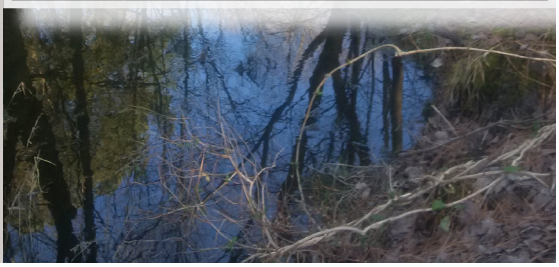
In Georgetown, Delaware, the Sussex County Council implemented the Comfort-Burton Property – Land Conservation/Water Quality Sponsorship project to prevent the development of a 190-acre parcel of land. Permanent protection of the parcel will create approximately 2000-acres of contiguous publicly owned open space in an area that is rapidly developing. CWSRF funds will be used to enhance biodiversity of the site which is currently planted as a monoculture pine plantation and to restore elements of a first order stream, including wetlands creation. The project will include the reforestation of approximately 60 acres of tillable land that is currently under County ownership as part of the Inland Bays Wastewater Treatment Plant. The financing for this project was made available through an interest rate reduction of the City of Rehoboth Ocean Outfall and Wastewater Treatment Plant Loans. The City requested a lower CWSRF interest rate for its two loans, and the Delaware CWSRF allowed them to go to a 2 percent interest rate for both loans, provided they sponsor a land conservation or water quality sponsorship project. The City's loans were $40,481,095 and $2,734,634, and the interest rate was reduced from 2.87 percent and 3.15 percent, respectively. This created $5,744,784 in capacity to fund the Comfort-Burton Property – Land Conservation/Water Quality Sponsorship project with 0 percent interest while maintaining the same level of debt service for the City of Rehoboth.

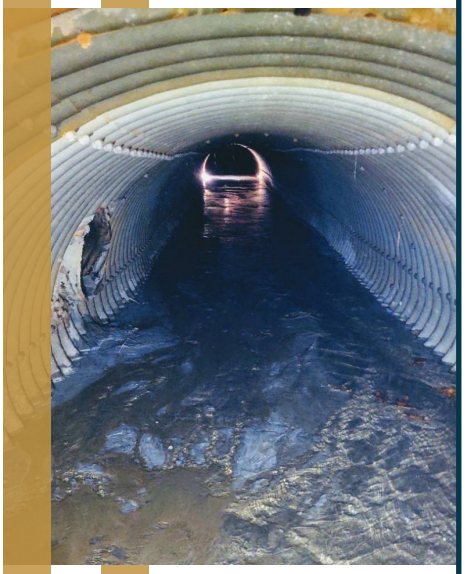


Delaware Department of Natural Resources and Environmental Control

Recipient: Sussex County Council

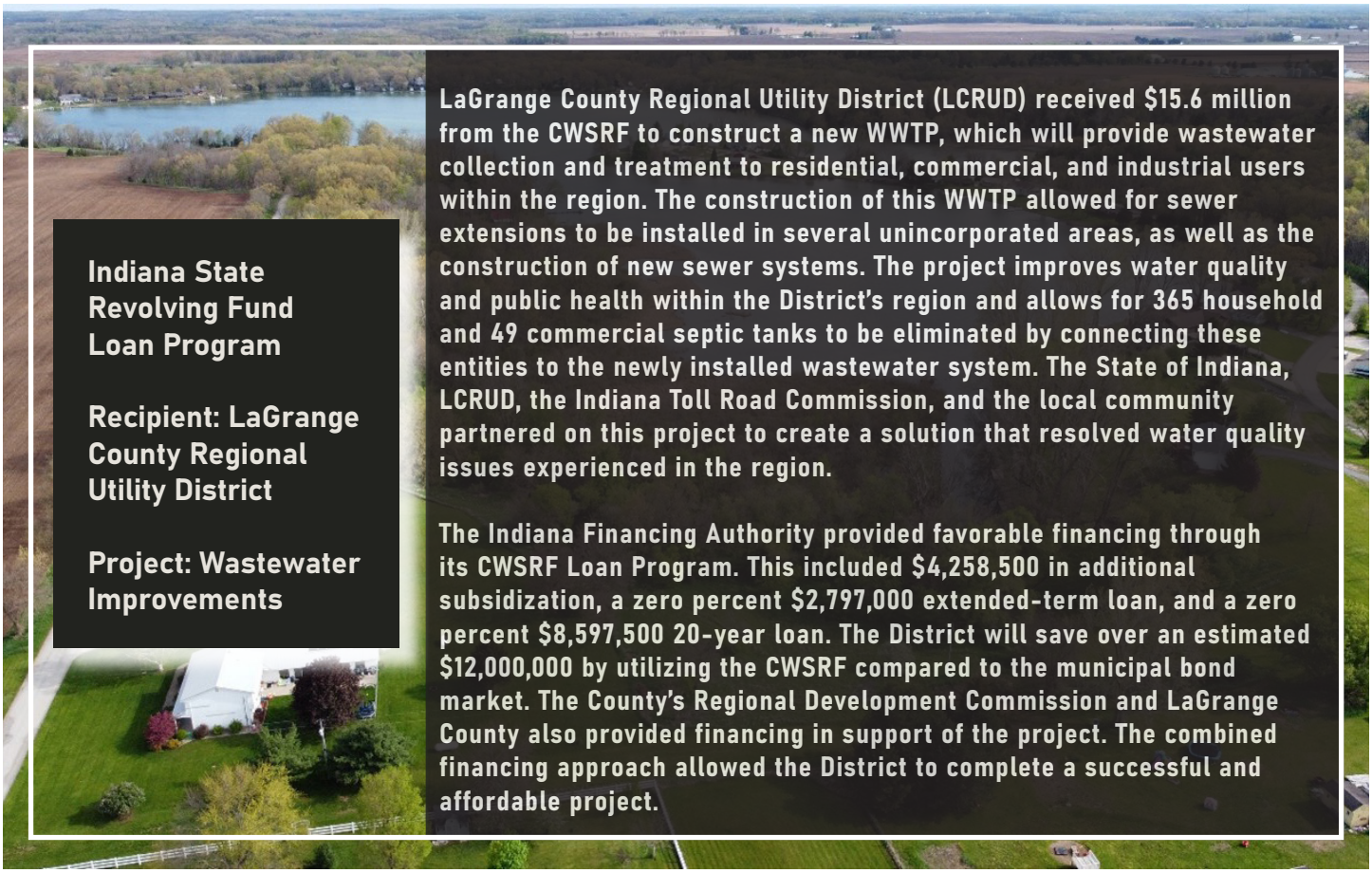
Project: Comfort Burton Land Conservation Sponsorship





In August of 2019, the City of Griffin secured a $4 million low-interest loan through the Georgia CWSRF for stormwater system improvements at the City's Veteran's Memorial Park and Golf Course. The Park's culvert was creating sink holes and special care was required to ensure that the Park's stone memorials could be repaired without any major disturbance to them. This project was completed using a trenchless technique to line the interior of the corrugated metal pipe with centrifugally cast concrete pipe (CCCP). This CCCP lining not only improved the structural integrity of the culvert, but also eliminated safety issues with flooding and saved the city over $750,000 in construction costs since relocating monuments was not necessary. This project also addressed the litter buildup at the Golf Course's irrigation pond, where a litter trap was installed at the pond, which removed approximately 75 pounds of debris to-date. Both the Park and the Golf Course projects required coordination within the City's Public Works Department and other city departments, such as Planning and Development and Public Safety, which facilitated a quick and seamless funding and construction process. In addition, the City encouraged coordination and communication with the public throughout the process. The community was invited to comment on the project through public meetings and they were kept up to date via newsletters and social media on disruptions to the regular use of these facilities.

Georgia Environmental Finance Authority
Recipient: City of Griffin
Project: Stormwater System Improvements



Indiana State Revolving Fund Loan Program

Recipient: LaGrange County Regional Utility District

Project: Wastewater Improvements

LaGrange County Regional Utility District (LCRUD) received $15.6 million from the CWSRF to construct a new WWTP, which will provide wastewater collection and treatment to residential, commercial, and industrial users within the region. The construction of this WWTP allowed for sewer extensions to be installed in several unincorporated areas, as well as the construction of new sewer systems. The project improves water quality and public health within the District's region and allows for 365 household and 49 commercial septic tanks to be eliminated by connecting these entities to the newly installed wastewater system. The State of Indiana, LCRUD, the Indiana Toll Road Commission, and the local community partnered on this project to create a solution that resolved water quality issues experienced in the region.

The Indiana Financing Authority provided favorable financing through its CWSRF Loan Program. This included $4,258,500 in additional subsidization, a zero percent $2,797,000 extended-term loan, and a zero percent $8,597,500 20-year loan. The District will save over an estimated $12,000,000 by utilizing the CWSRF compared to the municipal bond market. The County's Regional Development Commission and LaGrange County also provided financing in support of the project. The combined financing approach allowed the District to complete a successful and affordable project.

In May of 2019, storm events in the Westmoreland Rock Creek Watershed produced approximately 8-12 inches of rain. This event resulted in flooding and erosion of Rock Creek's streambank to within 20 feet of the City of Westmoreland's wastewater lagoon site, which is adjacent the Creek. To protect its wastewater lagoon facilities and prevent further erosion in the Creek, the City developed a streambank reinforcement and nonpoint source sedimentation plan. The City collaborated with the Natural Resource Conservation Service, which designed the Rock Creek Stream Bank Stabilization project and gave the City a $200,000 grant for the project. The Kansas Water Pollution Control Revolving Fund provided an additional $67,000 in financing for the remaining project costs.

The project removed debris and stabilized the Creek's streambank where previous erosion threatened the wastewater lagoon site. Rock riprap, earth fill, and geotextile materials were placed along the streambank to stabilize it to prevent further erosion. The project increases the integrity of the City's wastewater lagoons and protects the Creek's water quality from future erosion and sedimentation.



Kansas Department of Administration

Recipient: City of Westmoreland

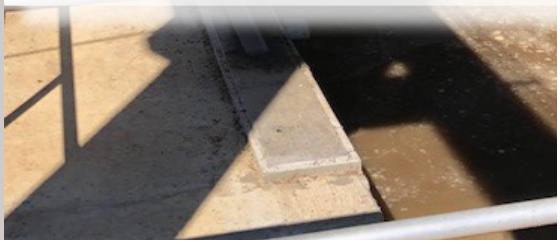
Project: Rock Creek Stream Bank Stabilization



Through a partnership between the City of Ruston and the Louisiana Department of Environmental Quality (LDEQ), the City received $6 million in financing to upgrade aging equipment in its WWTP. This upgrade includes a bar screen replacement, headworks improvements, clarifier rehabilitation and lining, and improvements to the activated sludge/water and sewer pump station. It will also replace the existing sand filters with a cloth media filter, which is a newer type of tertiary filter technology.

The overall rehabilitation of the WWTP, along with the addition of the new cloth media filter, will provide more effective treatment, allowing the City to meet all permitting requirements. This project will also extend the life of the WWTP and mitigate potential critical system failures.

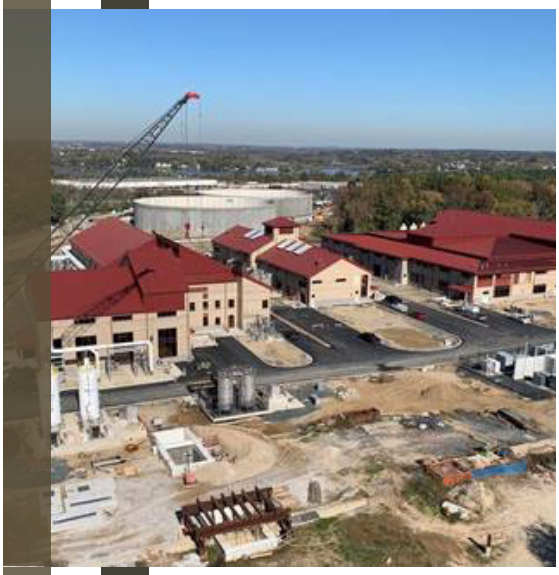




Louisiana Department of Environmental Quality

Recipient: City of Ruston

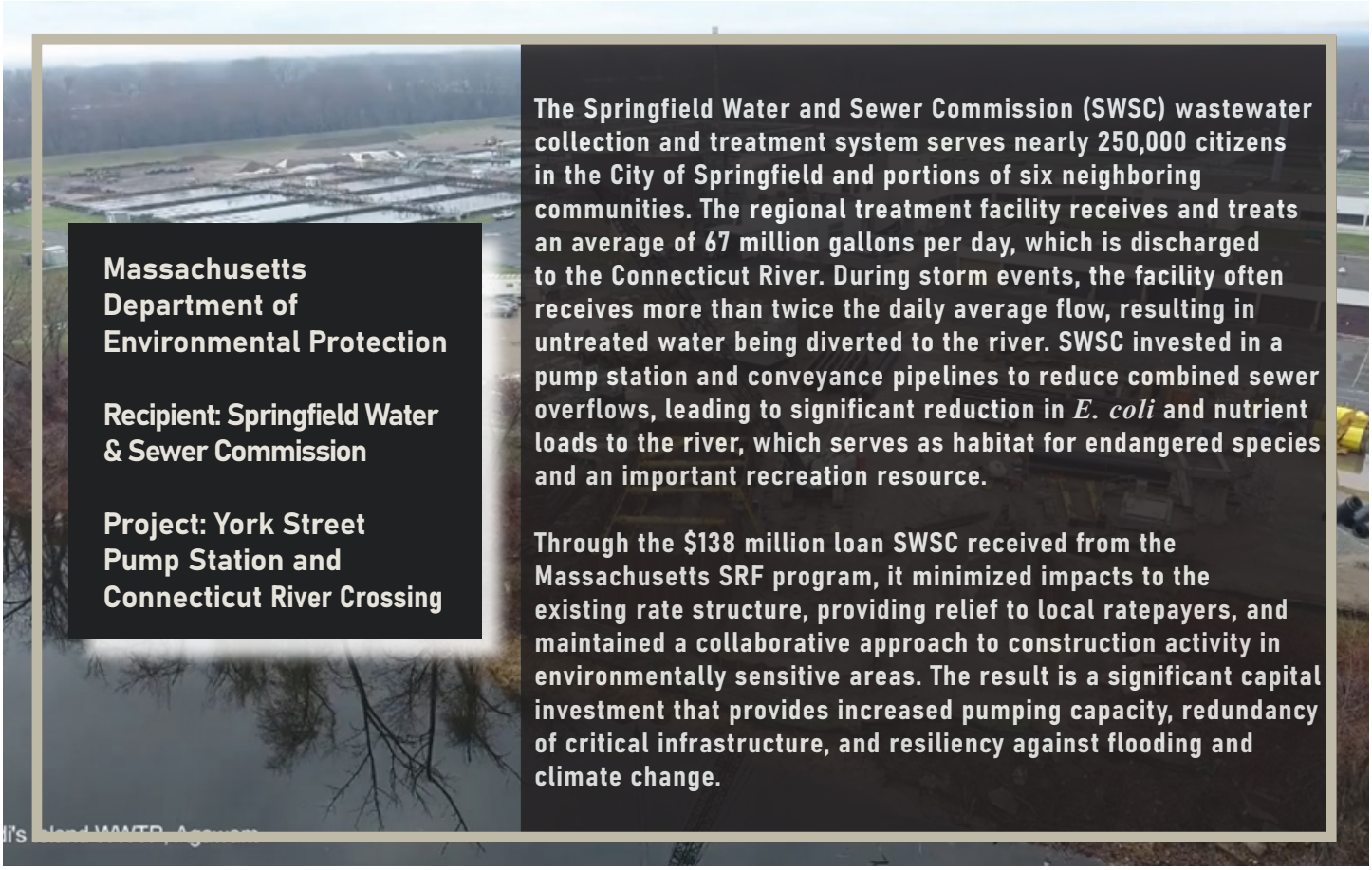
Project: North WWTP Improvements



The Back River Wastewater Treatment Plant Headworks Project was implemented to help Baltimore City and Baltimore County to comply with an EPA and Maryland Department of Environment (MDE) Wet Weather Consent Decree to eliminate sanitary sewer overflows (SSOs). The Headworks Project, which received $368 million in CWSRF assistance, increases capacity at the initial stage of the wastewater treatment process to be able to handle excess flows that typically come into the plant during heavy rains.

This project will eliminate up to 80 percent of Baltimore City's SSOs, putting the City in a very good position to meet the terms of its EPA/MDE Wet Weather Consent Order. It will also significantly reduce the incidence of basement backups for Baltimore's residents. The Back River Wastewater Treatment Plant Headworks Project provides cost-savings for the Plant's customers as well as protecting local water quality, Chesapeake Bay water quality, public health, and quality of life.

Maryland Department of the Environment
Recipient: Baltimore City and Baltimore County
Project: Back River Wastewater Treatment Plant



Massachusetts Department of Environmental Protection

Recipient: Springfield Water & Sewer Commission

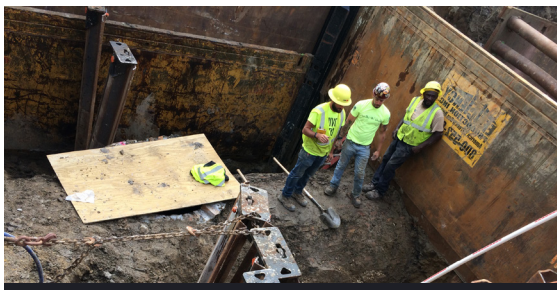
Project: York Street Pump Station and Connecticut River Crossing

The Springfield Water and Sewer Commission (SWSC) wastewater collection and treatment system serves nearly 250,000 citizens in the City of Springfield and portions of six neighboring communities. The regional treatment facility receives and treats an average of 67 million gallons per day, which is discharged to the Connecticut River. During storm events, the facility often receives more than twice the daily average flow, resulting in untreated water being diverted to the river. SWSC invested in a pump station and conveyance pipelines to reduce combined sewer overflows, leading to significant reduction in *E. coli* and nutrient loads to the river, which serves as habitat for endangered species and an important recreation resource.

Through the $138 million loan SWSC received from the Massachusetts SRF program, it minimized impacts to the existing rate structure, providing relief to local ratepayers, and maintained a collaborative approach to construction activity in environmentally sensitive areas. The result is a significant capital investment that provides increased pumping capacity, redundancy of critical infrastructure, and resiliency against flooding and climate change.

The City of Lansing formed a partnership with the Lansing Board of Water and Light in order to implement a project that would reduce and control untreated sewage overflow into the Grand and Red Cedar Rivers and replace an aging water main located in the combined sewer overflow (CSO) project area. This project constructed approximately 14,605 linear feet of sanitary sewer to separate combined sewers and eliminate the overflows into the rivers and will help reduce the frequency of sewer backups into the basements of homes and residential businesses during severe storms. It is the 23rd CWSRF loan that the City of Lansing has received since 1992 to separate combined sewers in the service area. To date, the program has removed approximately 952 million gallons of sewage overflow annually to the Grand River and Cedar River from an area covering 5,000 acres that were tributary to the combined sewers. In addition, 23 of the original 41 CSO structures have been decommissioned.

Thanks to the collaboration between the City of Lansing and the Lansing Board of Water and Light, they collaborated to combine resources into one project to separate sewers owned by the City and replace the water main owned by the Lansing Board of Water and Light. The total project cost was $17,517,000. The City received a 20-year CWSRF loan to finance the CSO portion of the project, while the water main portion of the project was paid for by the Lansing Board of Water and Light.



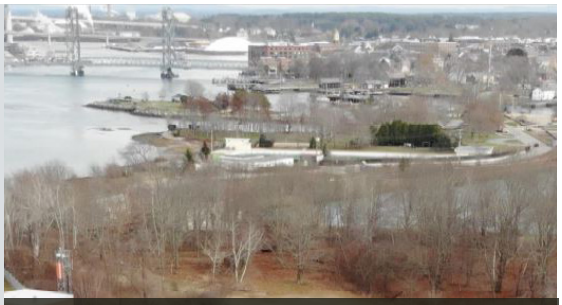
Michigan Department of Environment, Great Lakes, and Energy

Recipient: City of Lansing

Project: Lansing CSO Sub-Area 034C Project



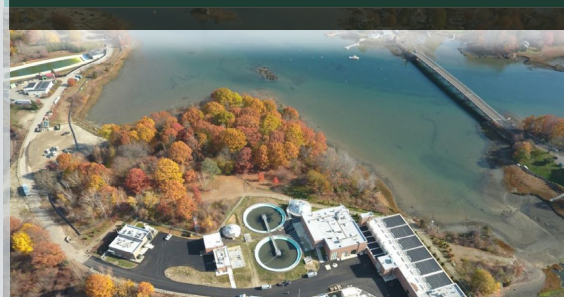
The Great Bay Estuary, located near New Hampshire's coastline, is identified as having water quality impairments, including high nitrogen levels. Reasons for these high amounts include nonpoint source pollution from leaking septic systems, fertilizer runoff from lawns, and stormwater runoff from impervious areas. Another cause is nitrogen-rich effluent that is discharged from the Peirce Island WWTF in the City of Portsmouth into the Piscataqua River, which then flows into the Great Bay. This created a need to modernize the facility and decrease nitrogen levels, as improvements to the plant would benefit the Bay's water quality. The City used financing from the New Hampshire CWSRF to embark on the challenging task of comprehensively upgrading the Peirce Island WWTF into a modern facility that meets limit-of-technology effluent nitrogen limits in a very small island footprint space. The facility's upgrade utilizes a Biological Aerated Filter secondary treatment process that now removes organic material and nitrogen from the plant's discharged water. During the initial year of the plant's operation with the upgrades, the total nitrogen levels in discharged effluent between May and October decreased 79 percent when compared to the prior year. This decrease in nitrogen in the Peirce Island WWTF effluent will help improve water quality in both the Piscataqua River and the Great Bay.



New Hampshire Department of Environmental Services

Recipient: City of Portsmouth

Project Name: Peirce Island WWTF Upgrade

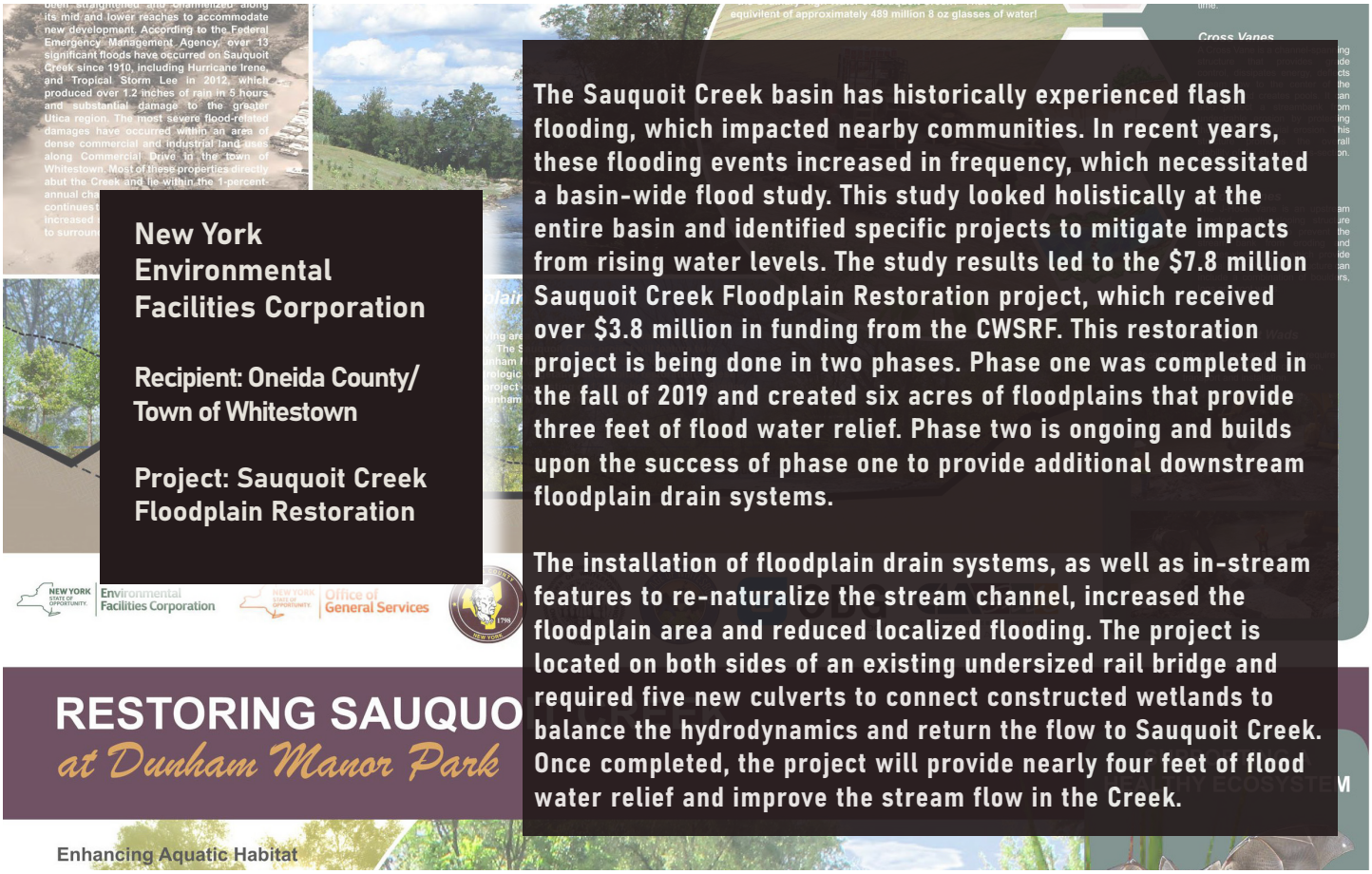




In Roosevelt County, New Mexico, stormwater runoff from the county fairgrounds impacted local residents, New Mexico Department of Agriculture facilities, the New Mexico State University Extension Office, and the Hampton Farms peanut shelling facility. One of the county's largest employers, Hampton Farms, experienced the significant flooding of their facility during rain events. Numerous issues caused by the flooding were cited by the U.S. Food and Drug Administration and made addressing stormwater management a priority for the County.

Roosevelt County contracted engineering services and determined that the best solution was to construct three retention ponds and underground drainage to control the fairground's stormwater runoff to eliminate flooding at the fairgrounds and nearby structures. Roosevelt County successfully applied for a $625,000 loan to construct the stormwater control infrastructure. The project is estimated to be complete by September 2021.

New Mexico Environment Department
Recipient: Roosevelt County
Project: Roosevelt County Fairgrounds Stormwater



Wilson Bay and its tributaries, including the Thompson School Creek estuary, have been designated as primary nursery areas for anadromous fish species such as Red Drum, Blue Crab, Sea Trout, Bass, and Sturgeon. Two undersized drainage pipes under Wardola Drive used to drain residential stormwater into the Thompson School Creek watershed. The pipes were 75 percent filled with sediment and flanked by a dam on both sides, which reduced the flow of brackish water and turned the Creek into a freshwater ecosystem. This created velocity and behavioral barriers which prevented fish migration and spawning habitat. This blockage also inhibited proper drainage and periodically flooded the community during large rain events.

To upgrade this drainage system and restore the fish passage to the estuary, the City of Jacksonville received nearly $500,000 from the CWSRF towards a $717,000 drainage improvement project. The project replaced two undersized culverts and a dam that blocked the Creek with a 30-foot-long bridge to improve connectivity for anadromous fish passage. This will help restore the estuary by creating over one acre of primary nursery habitat. The project enhanced approximately 230 feet of stream buffer and recorded a conservation easement through the replacement of invasive plants with native species. This drainage project will protect the estuary from increased tidal flux and will ensure the long-term conservation function of Thompson School Creek and Wilson Bay estuary habitat in a manner consistent with the Estuary Habitat Restoration Strategy.



North Carolina Department of Environmental Quality

Recipient: City of Jacksonville

Project: Wardola-Thompson School Creek Restoration



Located in northeastern Ohio along the Clear Fork Mohican River, the Villages of Butler and Bellville both faced challenges with their respective aging wastewater infrastructures that were discharging into the River. Instead of independently addressing the issues, the Villages collaborated to design a new regional WWTP that improved local water quality. The joint project includes the construction of a new 550,000 gallons per day sequence batch reactor WWTP, a new 320,000-gallon equalization basin, a new force main, new pump stations, and the demolition of four failing wastewater treatment plants. Butler and Bellville also collaborated to inform the communities about the project's progress.

To help pay for the over $15 million project, Butler received a $500,000 grant from the Ohio Public Works Commission, a $730,000 Community Development Block Grant, and $4 million in principal forgiveness and a zero percent interest loan from the Ohio Water Pollution Control Loan Fund. This project eliminated sanitary sewer discharges to the River and will pass on the cost savings associated with decreased operation and maintenance expenses to the communities and businesses.



Ohio Environmental Protection Agency

Recipient: Village of Butler

Project: Butler Regional WWTP

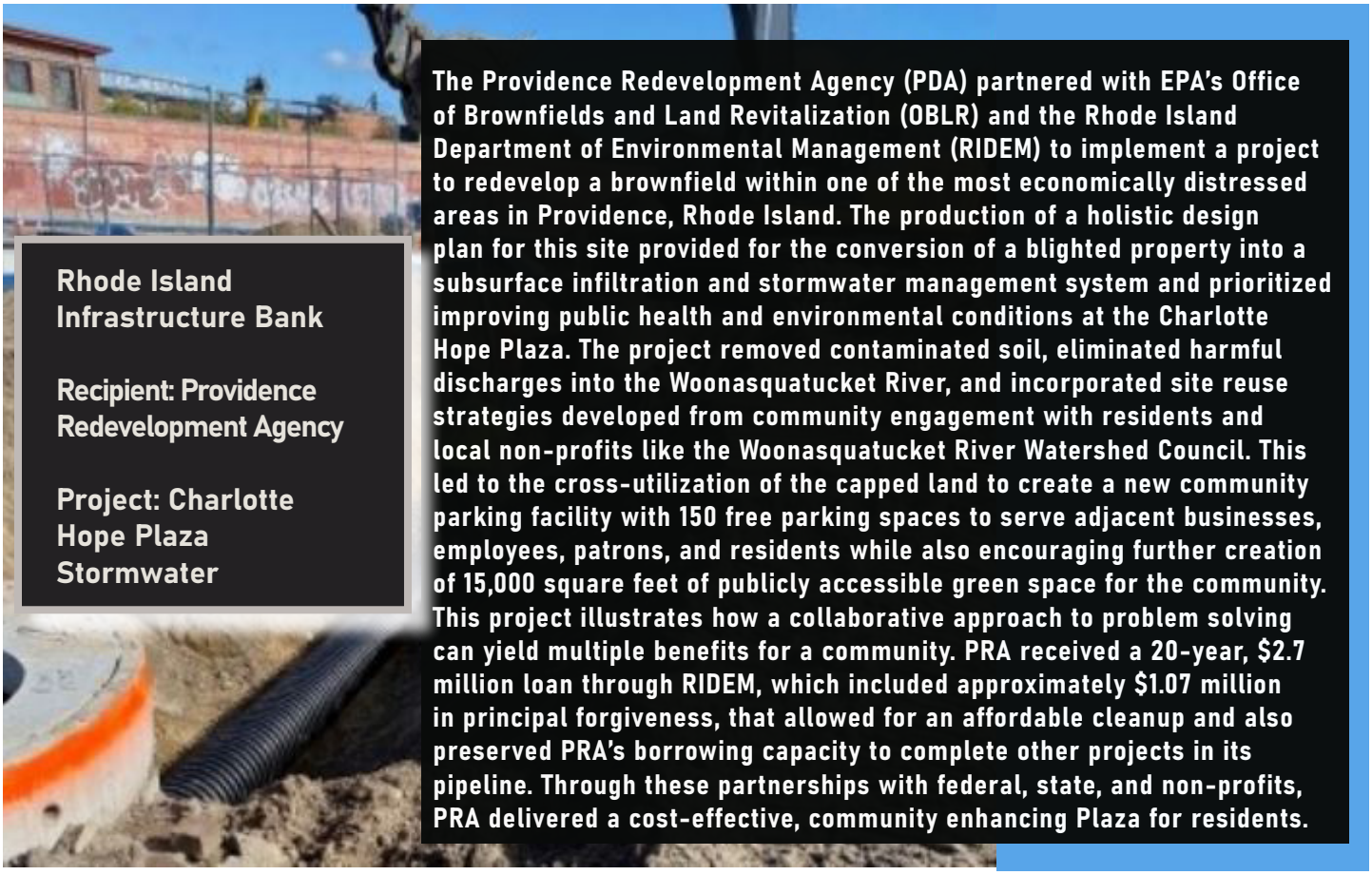




To improve the local water quality of Nittany Creek and assist Pennsylvania in meeting its Chesapeake Bay Watershed Implementation Plan, Murmac Farms LLC invested in significant upgrades to the manure management system at its dairy farm where it manages about 18.8 million gallons of manure annually. The farm, which is a concentrated animal feeding operation, operates a two-stage lagoon system with a flush system that recycles water from the second stage lagoon to clean the barns and recover sand for bedding. Through the farm's recycling and reuse, the manure storage capacity was increased to six months. This eliminates the need to spread manure in the winter, reduces the risks of spills, and significantly reduces phosphorus loading on farm fields.

Financing for this unique SRF project comes from PENNVEST, the state's SRF loan program, with an $800,000 loan for 20 years and an interest rate of rate of 1.7 percent for years 1-5 and 2.2 percent for years 6-20. Beyond the benefits of conserving material resources, this investment is projected to remove 43,161 pounds of total phosphorus from farm fields. As of June 2021, the project is 68 percent complete.

Pennsylvania Infrastructure Investment Authority
Recipient: Murmac Farms LLC
Project: Agricultural BMPs



Rhode Island Infrastructure Bank

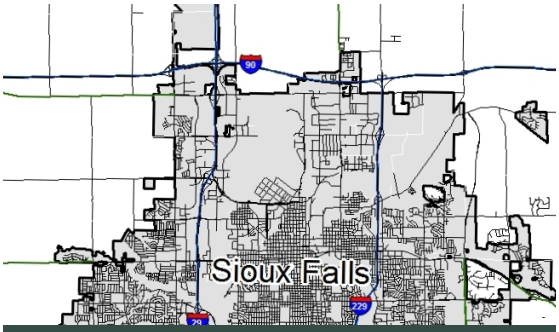
Recipient: Providence Redevelopment Agency

Project: Charlotte Hope Plaza Stormwater

The Providence Redevelopment Agency (PDA) partnered with EPA's Office of Brownfields and Land Revitalization (OBLR) and the Rhode Island Department of Environmental Management (RIDEM) to implement a project to redevelop a brownfield within one of the most economically distressed areas in Providence, Rhode Island. The production of a holistic design plan for this site provided for the conversion of a blighted property into a subsurface infiltration and stormwater management system and prioritized improving public health and environmental conditions at the Charlotte Hope Plaza. The project removed contaminated soil, eliminated harmful discharges into the Woonasquatucket River, and incorporated site reuse strategies developed from community engagement with residents and local non-profits like the Woonasquatucket River Watershed Council. This led to the cross-utilization of the capped land to create a new community parking facility with 150 free parking spaces to serve adjacent businesses, employees, patrons, and residents while also encouraging further creation of 15,000 square feet of publicly accessible green space for the community. This project illustrates how a collaborative approach to problem solving can yield multiple benefits for a community. PRA received a 20-year, $2.7 million loan through RIDEM, which included approximately $1.07 million in principal forgiveness, that allowed for an affordable cleanup and also preserved PRA's borrowing capacity to complete other projects in its pipeline. Through these partnerships with federal, state, and non-profits, PRA delivered a cost-effective, community enhancing Plaza for residents.

The City of Tea is a growing community adjacent to Sioux Falls, the largest city in South Dakota. Given the growth seen over the last decade and anticipated future growth, Tea's existing facultative lagoon system would no longer have adequate treatment capacity or be able to meet permit requirements. Building additional treatment capacity would be an expensive undertaking due to upfront capital costs along with long-term operation and maintenance costs. Instead, the City of Tea and Sioux Falls collaborated on a regionalization agreement wherein Tea wastewater users buy into the excess capacity within Sioux Falls' wastewater collection and treatment system through the payment of a system development charge (SDC). This arrangement will help offset future capital costs for Sioux Falls, reduce long-term costs for Tea residents, and reduce the number of permitted discharge facilities.

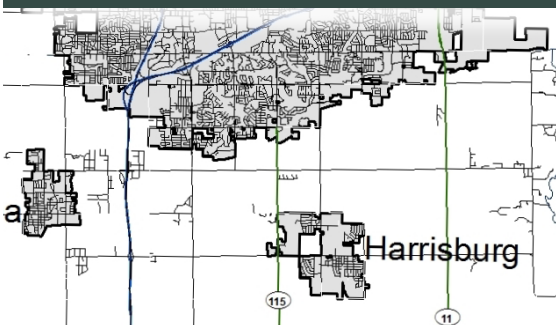
The creation of the SDC payment framework allowed the City of Tea to seek $12,825,000 in funding from the CWSRF program. Part of the CWSRF funds were used to pay for existing Tea users' SDC payment. CWSRF funds will also be used for planning, design, and construction of a lift station and force main to convey the wastewater from Tea to the Sioux Falls collection system.



South Dakota Department of Agriculture & Natural Resources

Recipient: City of Tea

Project: Tea Sanitary Sewer Regionalization



The Town of Humboldt is a disadvantaged community in West Tennessee with a population of approximately 9,300. The Town's 2.6 MGD wastewater treatment plant needed major renovations due to the plant's age, discharge to an impaired receiving stream, and new discharge limits for nutrients. As the Town was designing renovations to the aging plant, Tyson Foods announced the construction of a new facility in Humboldt with a discharge of up to 2 MGD of waste. To accommodate the increased flow, Humboldt constructed a new 5 MGD Sequencing Batch Reactor (SBR) wastewater treatment plant to handle the increased waste from the industry.

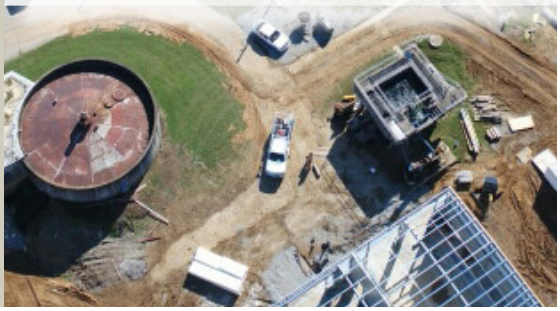
These improvements were made possible with a $15,700,000 CWSRF assistance agreement that includes $300,000 in loan forgiveness. The new plant with additional capacity allowed for a well-needed economic boost for Humboldt and the surrounding area, creating 1,600 new jobs with Tyson Foods and producing a cleaner effluent for the impaired receiving stream.



Tennessee Department of Environment & Conservation

Recipient: Humboldt Utilities

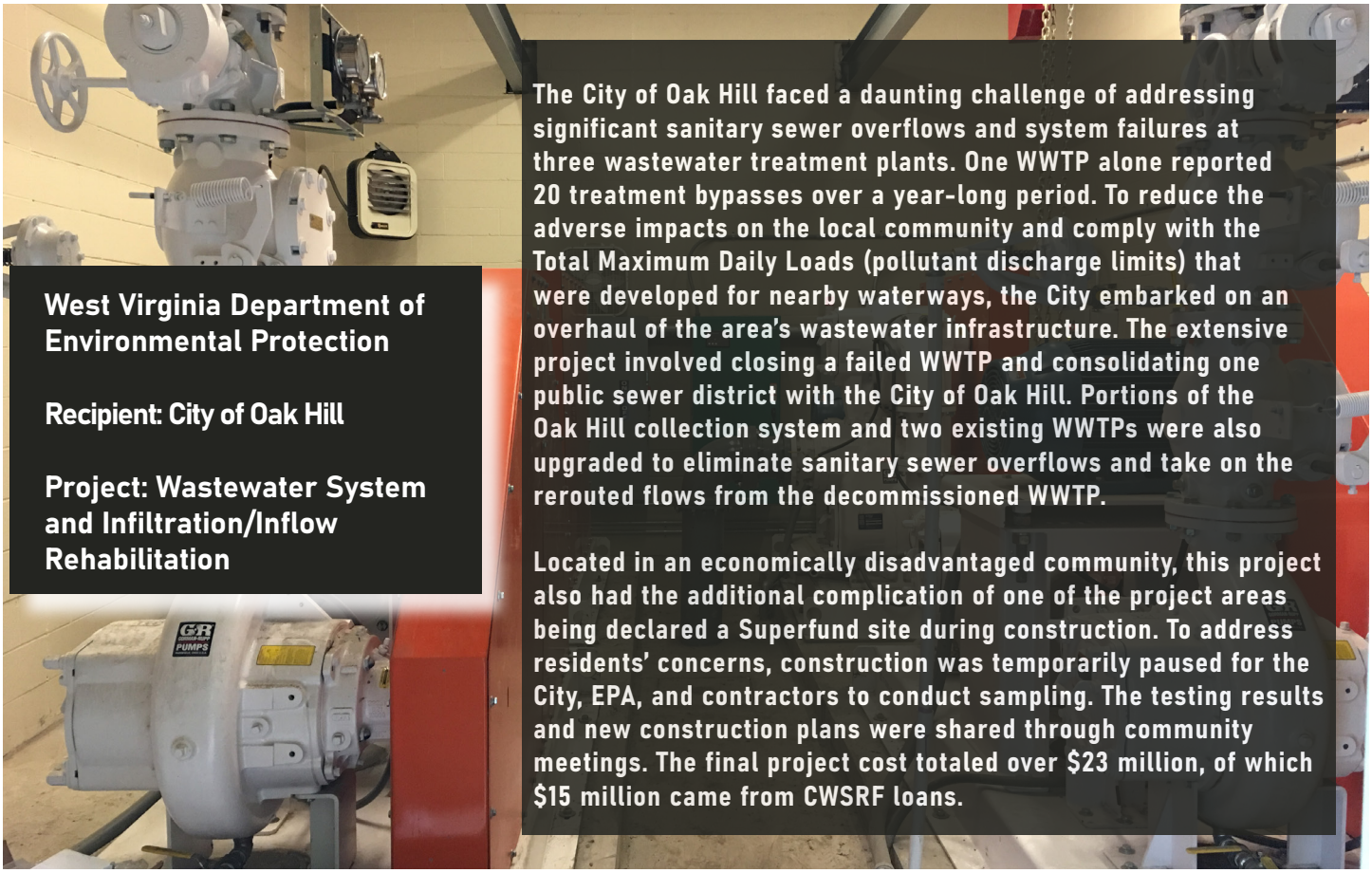
Project: WWTP Improvements





Several municipal utility districts in the Missouri City area in Texas are currently using temporary package treatment plants for their wastewater service. These temporary plants will soon exceed their design lives, and the districts will need new facilities to continue service. The municipal utility district for Sugarland received $25 million from the CWSRF to put towards a $41 million project to update these systems. The funding was used for the design and construction of a Regional Wastewater Treatment Plant that will receive and treat wastewater from existing users and will expand capacity for future users from the south portion of the growing Sienna Plantation neighborhood. This project will reclaim water from the treatment process and reuse it for irrigation and detention pond recharge. The new regional plant will utilize membrane bioreactor technology to treat the effluent to Type I reuse standards. Additionally, the project includes the construction of a storage and pressurization system for the reclaimed water. This project will increase treatment capacity and reliability for customers in this expanding area.

Texas Water Development Board
Recipient: Sienna Plantation
Project: Regional Wastewater Improvements



West Virginia Department of Environmental Protection

Recipient: City of Oak Hill

Project: Wastewater System and Infiltration/Inflow Rehabilitation

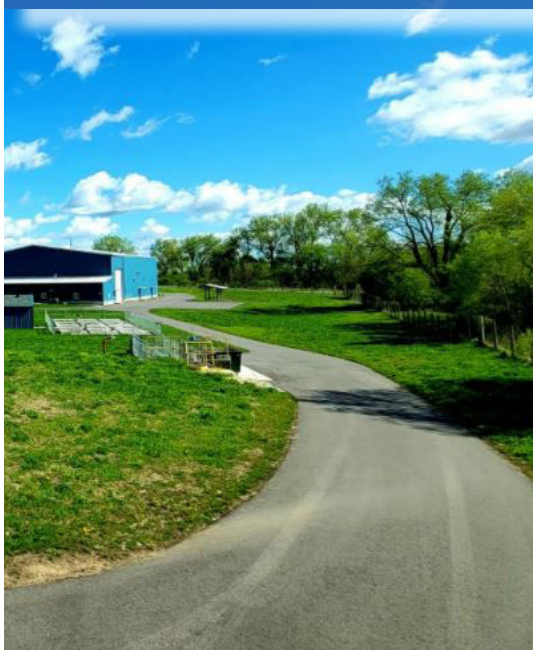
The City of Oak Hill faced a daunting challenge of addressing significant sanitary sewer overflows and system failures at three wastewater treatment plants. One WWTP alone reported 20 treatment bypasses over a year-long period. To reduce the adverse impacts on the local community and comply with the Total Maximum Daily Loads (pollutant discharge limits) that were developed for nearby waterways, the City embarked on an overhaul of the area's wastewater infrastructure. The extensive project involved closing a failed WWTP and consolidating one public sewer district with the City of Oak Hill. Portions of the Oak Hill collection system and two existing WWTPs were also upgraded to eliminate sanitary sewer overflows and take on the rerouted flows from the decommissioned WWTP.

Located in an economically disadvantaged community, this project also had the additional complication of one of the project areas being declared a Superfund site during construction. To address residents' concerns, construction was temporarily paused for the City, EPA, and contractors to conduct sampling. The testing results and new construction plans were shared through community meetings. The final project cost totaled over $23 million, of which $15 million came from CWSRF loans.

Wisconsin Department of Natural Resources

Recipient: Bluffview Sanitary District

Project: WWTP Upgrade



The Bluffview Wastewater Treatment Facility, located in south central Wisconsin, was built to treat wastewater from the Badger Army Ammunition Plant. This military industrial installation was constructed in 1942 to support efforts in World War II and later the Korean War and Vietnam War. Original housing built for the Army has been converted to multi-unit housing for the community and now has a population of approximately 700 people. The Bluffview Sanitary District provides wastewater service for this community, which has a low median household income. In 2016, the Army transferred ownership of the treatment facility to the Bluffview Sanitary District. At the time of property transfer, the facility was not able to meet the discharge permit limitations for total nitrogen.

In order to meet the total nitrogen limit, the District implemented a $4.3 million facility upgrade. The District qualified for hardship assistance and received $2.3 million in CWSRF loan forgiveness and received a Community Development Block Grant for $500,000 to make the project affordable for its users. Facility upgrades included the construction of a moving bed biofilm reactor, a groundwater disposal system, a pressure distribution drainfield system, an effluent pump station, a potable well, and additional improvements. The treated effluent is now discharged to a newly installed groundwater distribution system with groundwater monitoring wells. These upgrades will produce a cleaner effluent and enable the plant to meet the groundwater total nitrogen limit.



For more information about the Clean Water State Revolving Fund, please contact:

United States Environmental Protection Agency
Office of Wastewater Management
Clean Water State Revolving Fund Branch
1200 Pennsylvania Avenue NW (4204M)
Washington, D.C. 20460
www.epa.gov/cwsrf

Office of Water ▪ February 2022
EPA Publication: 832R22002

EPA Recognizes 49 Water Infrastructure Projects for Excellence; Winners from Marana and Flagstaff, Arizona

ARIZONA (Feb. 17, 2022) – Earlier this week, at a virtual roundtable with state and community representatives, U.S. Environmental Protection Agency (EPA) honored 49 water infrastructure projects for excellence and innovation within the Clean Water State Revolving Fund (SRF) and Drinking Water SRF programs. These exemplary projects demonstrate leadership in innovative financing, partnership, and problem solving while improving water quality and public health protection.

Picture Rocks and Airline/Lambert Water Treatment Campuses, from Marana, Arizona, was recognized with EPA's AQUARIUS award for innovation, sustainability, and public health protection in providing clean drinking water to its community.

The award-winning effort began when the **Town of Marana** confirmed PFAS and 1,4-Dioxane levels in the groundwater were above the current EPA-established health advisory in two of its water systems. The Town then constructed two treatment plants for the affected water systems to achieve the Town's goals to reduce PFAS concentrations to 25 percent of the EPA health advisory level and 1,4-Dioxane concentrations to an undetectable level. The two plants treat up to 355 million gallons a year.

Flagstaff Watershed Protection was recognized for its important work to prevent forest fires with EPA's PISCES award. Flagstaff Watershed Protection's resiliency project employs forest thinning to protect Flagstaff's drinking water resources and avoid catastrophic wildfire damage. The effort focuses on 10,000 acres of federal, state, and local lands adjacent to the city, reducing dry debris and thinning the forest through removing small- and medium-diameter trees.

"EPA is proud of our longstanding partnership with Arizona to support stronger water infrastructure into the future," **said EPA Pacific Southwest Regional Administrator Martha Guzman**. "Today we celebrate the results of EPA's investment, including innovations that contribute to clean water for communities like Marana and Flagstaff."

EPA's AQUARIUS program celebrates innovation, sustainability, and public health protection demonstrated by Drinking Water SRF programs and assistance recipients. 22 projects nationwide from local governments and drinking water utilities were recognized by the 2021 AQUARIUS program.

EPA's George F. Ames Performance and Innovation in the SRF Creating Environmental Success (PISCES) program celebrates innovation demonstrated by Clean Water SRF programs and assistance recipients. 27 projects nationwide from state or local governments, public utilities, and private entities were honored.

Since 1997, EPA has helped finance through the Drinking Water SRF more than $44.7 billion in water infrastructure. The agency has accelerated investments by working with our state partners to increase the utilization and leveraging of the State Revolving Fund programs.

The SRFs are EPA-state partnerships that provide communities with a permanent, independent source of low-cost financing for a wide range of water quality and drinking water infrastructure projects. Since their inception, EPA's SRFs have provided more than $189 billion in financial assistance to nearly 43,000 water quality infrastructure projects and 16,300 drinking water projects across the country.

In 2022, EPA will allocate $7.4 billion to states, Tribes, and territories, with nearly half of this funding available as grants or principal forgiveness loans for underserved communities across rural America and in urban centers. The 2022 allocation is the first of five years of nearly $44 billion in dedicated EPA SRF funding that states will receive through the Bipartisan Infrastructure Law.

To see the full list of recognized projects and learn more about the AQUARIUS and PISCES Programs, visit: https://www.epa.gov/dwsrf and https://www.epa.gov/cwsrf

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20 E. OCHOA ST
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http://sinema.senate.gov

United States Senate

COMMITTEES

BANKING, HOUSING, AND URBAN AFFAIRS

COMMERCE, SCIENCE, AND TRANSPORTATION

HOMELAND SECURITY AND GOVERNMENTAL AFFAIRS

VETERANS' AFFAIRS

SPECIAL COMMITTEE ON AGING

February 25, 2022

Flagstaff City Hall
211 W Aspen Ave
Flagstaff, AZ 86001

Dear Friends,

I write to congratulate you and your team for being awarded the PISCES award from the Environmental Protection Agency for the Flagstaff Watershed Protection Project. The work you do to prevent forest fires in Flagstaff is worthy of recognition.

Your award says a great deal about the integrity and talent of your team, and I encourage you to reach out to my team, at Outreach@sinema.senate.gov, should you need the assistance of my staff in the days ahead. I am also happy to help organizations, like yours, identify and apply for federal and community grants, so please do not hesitate to contact my office for assistance with upcoming applications.

Please extend my best wishes, congratulations, and thanks to your entire staff. It is my honor to continue being a voice for the City of Flagstaff in the Senate.

Sincerely,

Kyrsten Sinema
United States Senator

KS/KB

NEWS RELEASE
Flagstaff Watershed Protection Project

City of Flagstaff
Paul Summerfelt
928-213-2509
psummerfelt@flagstaffaz.gov

For Immediate Release: February 1st, 2020

Great News for City Taxpayers!

Flagstaff AZ – A "home-run" is how City Management Services Director Rick Tadder characterizes it.

The City of Flagstaff recently closed a loan with the Arizona Water Infrastructure Finance Authority (WIFA) regarding financing the remaining balance of the Flagstaff Watershed Protection Project (FWPP) Bond. The recently closed Clean Water State Revolving Fund (CWSRF) loan features $1 million in forgivable principal. Combined with interest savings on forgivable principal, this will result in a $1.4 million savings for Flagstaff's property taxpayers. Thanks go out to our financial advisors, Stifel, the WIFA team and the City team for this success.

The WIFA loan will help the FWPP's ongoing efforts to plan, conduct, and monitor needed forest treatment work in the Dry Lake Hills, designed to protect the watershed and community. "this is a great opportunity for the Clean Water State Revolving Fund to support our communities with watershed protection projects, we're hopeful this project can set a model for similar work across the state," said Daniel Dialessi, Executive director of WIFA.

WATER INFRASTRUCTURE
FINANCE AUTHORITY OF ARIZONA

FWPP is a collaborative partnership between the City of Flagstaff and the Coconino National Forest to reduce the threat of catastrophic wildfire and restore our forests. It was initially funded by a $10 million Bond approved by Flagstaff voters in Nov 2012, the first-such voter-approved forest protection initiative in the country. Since that time, an additional $8.4 million in outside funding has been obtained, with the majority of that coming from the U.S. Forest Service.

To-date, on City, State, Navajo Nation, and Federal land within the Project area, 4,918 acres of harvesting/thinning has been completed, involving helicopter, steep-slope, and traditional processes. An additional 1,793 acres is under contract or underway, and another 1,257 acres is scheduled to begin work within the next 2-3 years. This work is fully funded with the current City Bond and outside contributions.

The Museum Fire, which burned 1,961 acres in the Dry Lake Hills area this past summer, was within the Project boundary. However, the majority of that - 1,225 acres, or 68% of the fire area - was outside of any planned, underway, or completed work sites. Paul Summerfelt, City Project Manager, says, "While extremely unfortunate, the fire demonstrated once-again the need to do this type work. We have much remaining within the Dry Lake Hills area, untouched by the fire, to complete. We are fully committed to doing so, and are, in-fact, fully re-engaged in that effort at this time."

The final phase of the Project, Mormon Mtn south of town, is the headwaters for Lake Mary, a critically important source of drinking water for the City. The city is working diligently to obtain the required funding for roughly 2,600 acres in the Mormon Mtn area, and it's slated for treatment as soon as funding is secured.

www.flagtaffwatershedprotection.org

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Shannon Anderson, Senior Deputy City Manager

Co-Submitter: Rose Toehe

Date: 04/11/2022

Meeting Date: 04/19/2022

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

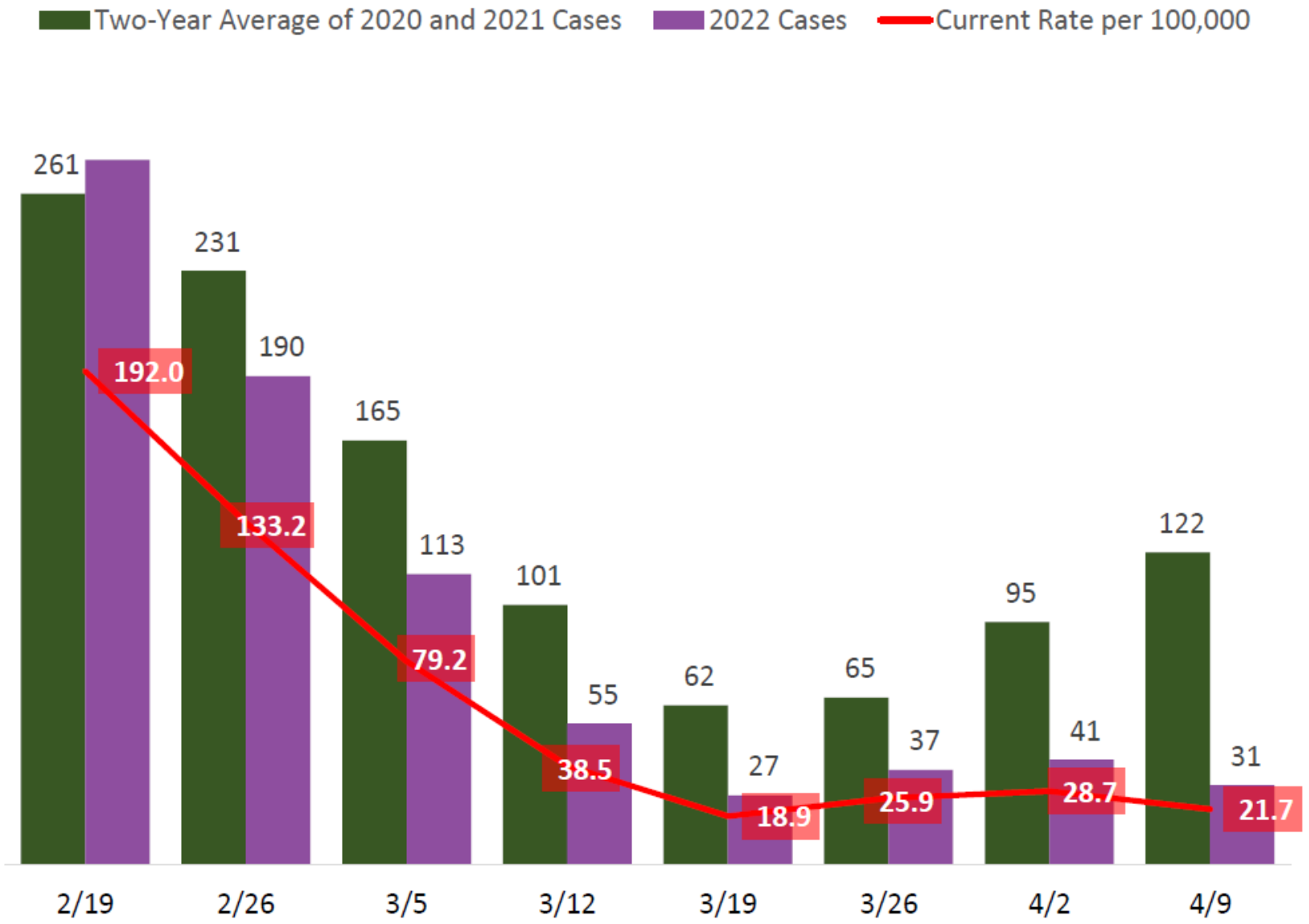
TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

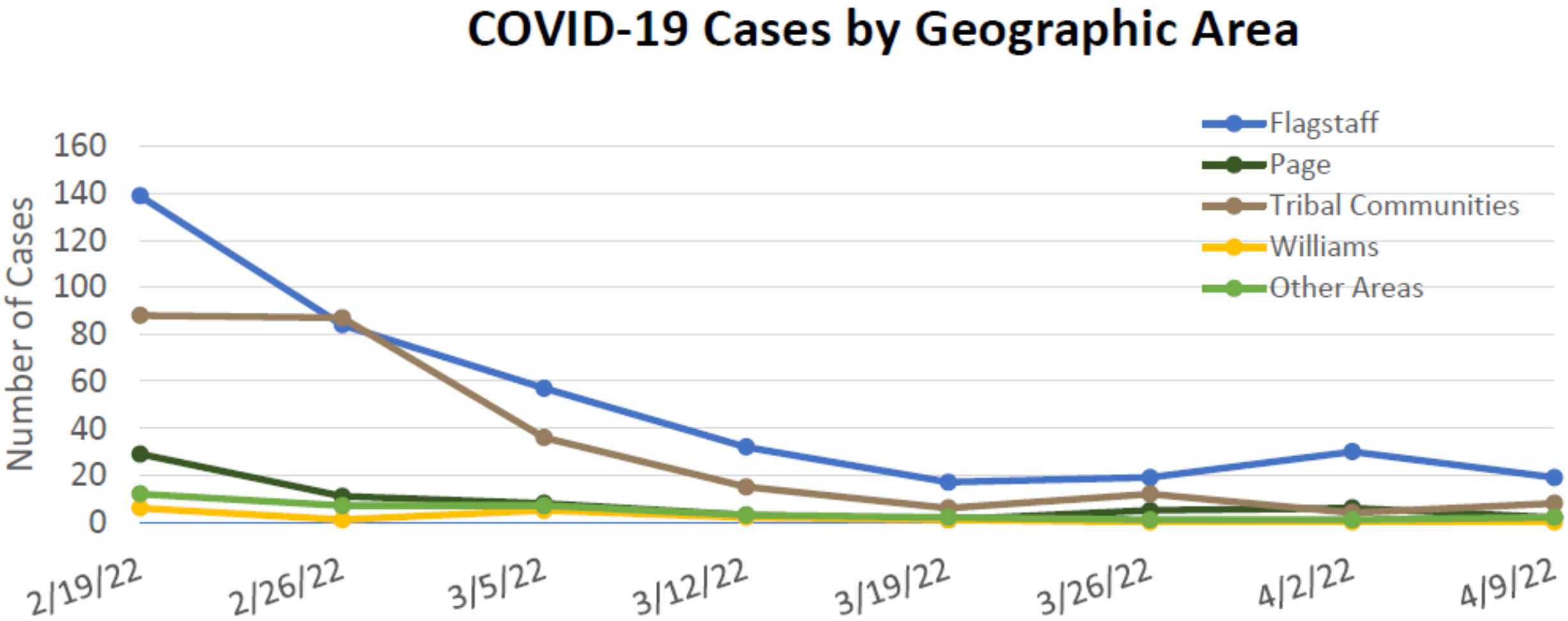
Agenda

- The Data
  - Coconino County Health and Human Services (CCHHS) dashboard
  - Northern Arizona Healthcare (NAH) hospital census
  - Navajo Nation
  - Hopi Tribe
- Public Transit Mask Update

CCHHS: COVID-19 Weekly Cases

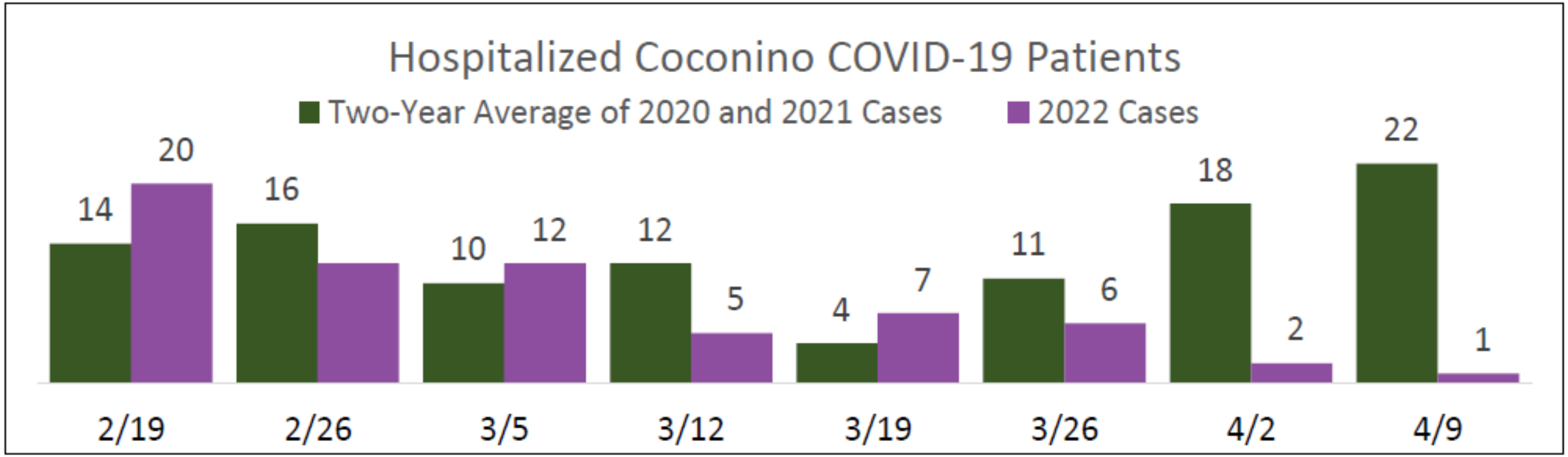


CCHHS: COVID-19 Weekly Cases



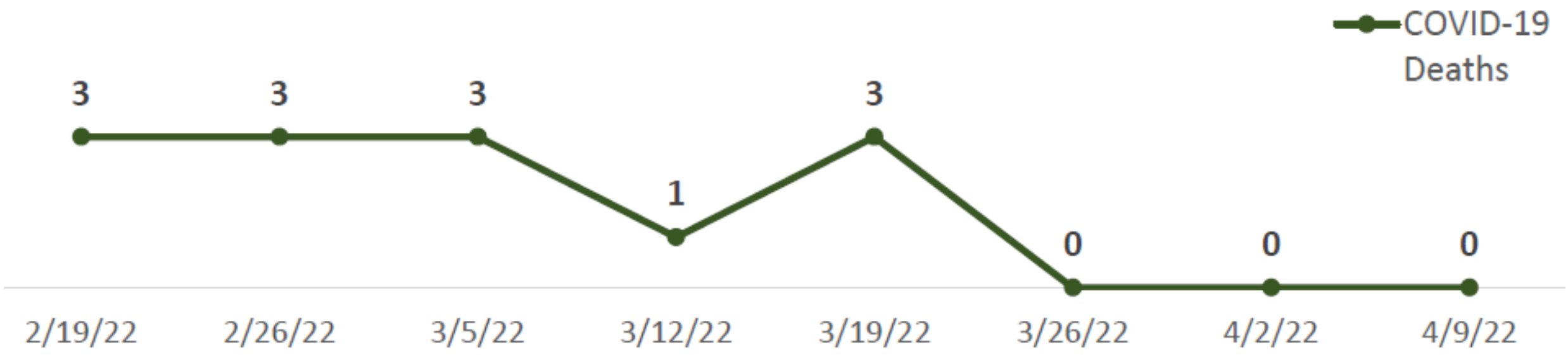
CCHHS: Hospital Admissions

Weekly Case Counts Among Coconino County Residents:



CCHHS: COVID-19 Related Deaths

Weekly COVID-19 Deaths Among Coconino County Residents:



CCHHS: Transmission & Level

TEAM FLAGSTAFF
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Cases Reported Week 14 (April 3, 2022 - April 9, 2022):

31 Positive Cases	21.7 Rate per 100,000	2.9% Positivity Yield	1.9% COVID-Like Illness**

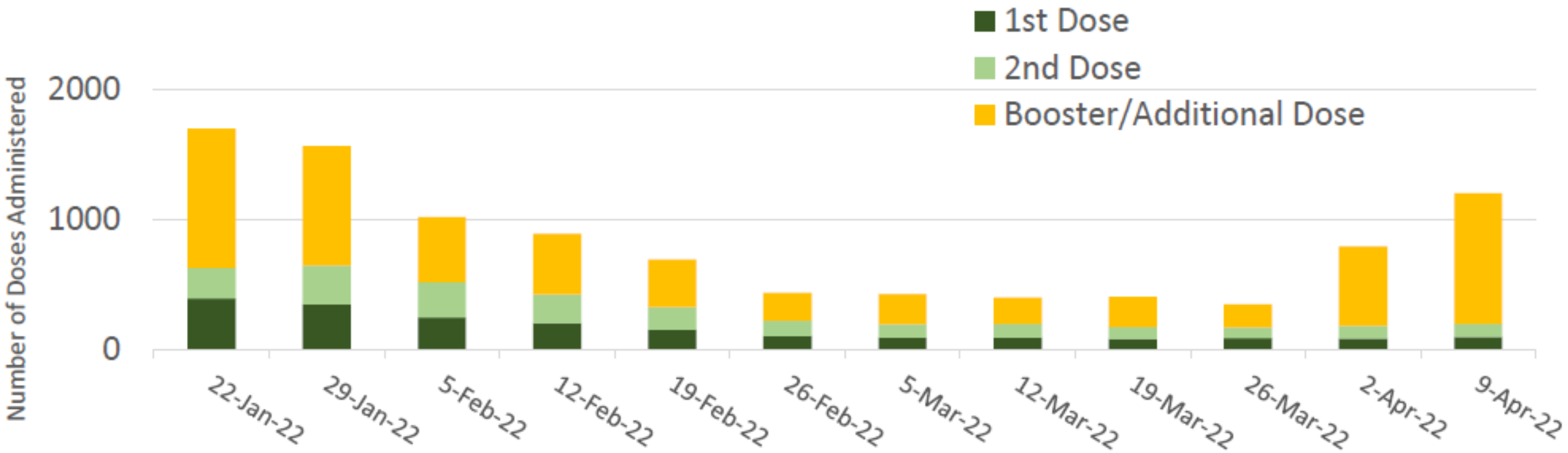
**CLI is reported using hospital surveillance at the county level. Banner Page and Flagstaff Medical Center are reporting CLI.*

Community Levels

Coconino County is currently at a **Low** ₸ community level.

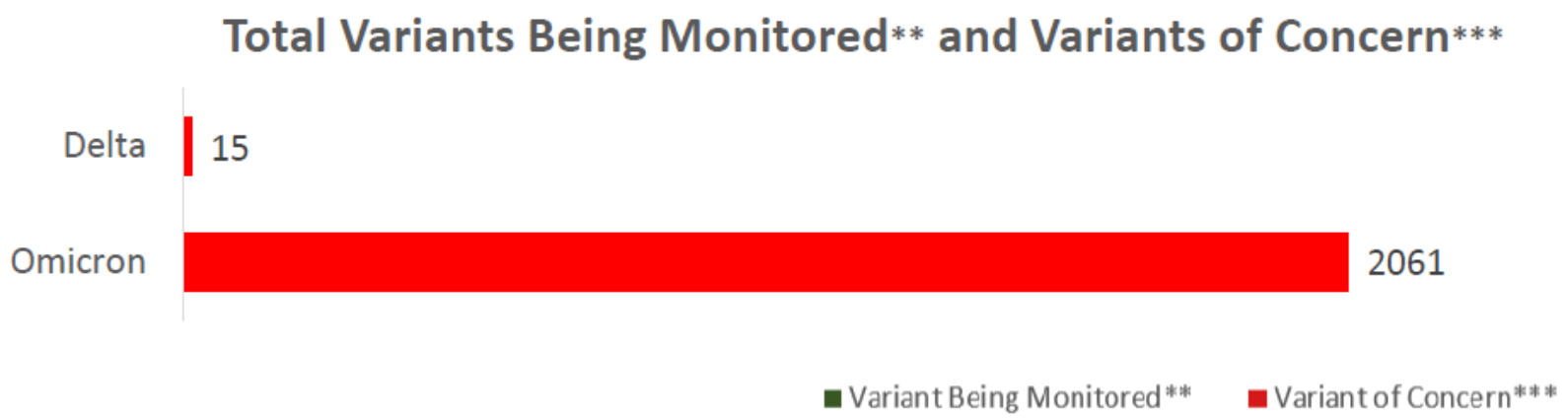
New Cases (per 100,000 people in the last 7 days)	**Indicator**	**Low**	**Medium**	**High**
Fewer than 200	New COVID-19 admissions per 100,000 population (7-day total)	<10.0 Coconino: 0.7	10.0-19.9	≥20.0
	Percent of staffed inpatient beds occupied by COVID-19 patients (7-day average)	<10.0% Coconino: 2.3%	10.0-19.9%	≥15.0%

CCHHS: Community Vaccination



CCHHS: Variants

COVID-19 Variants in 2022:



***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.*

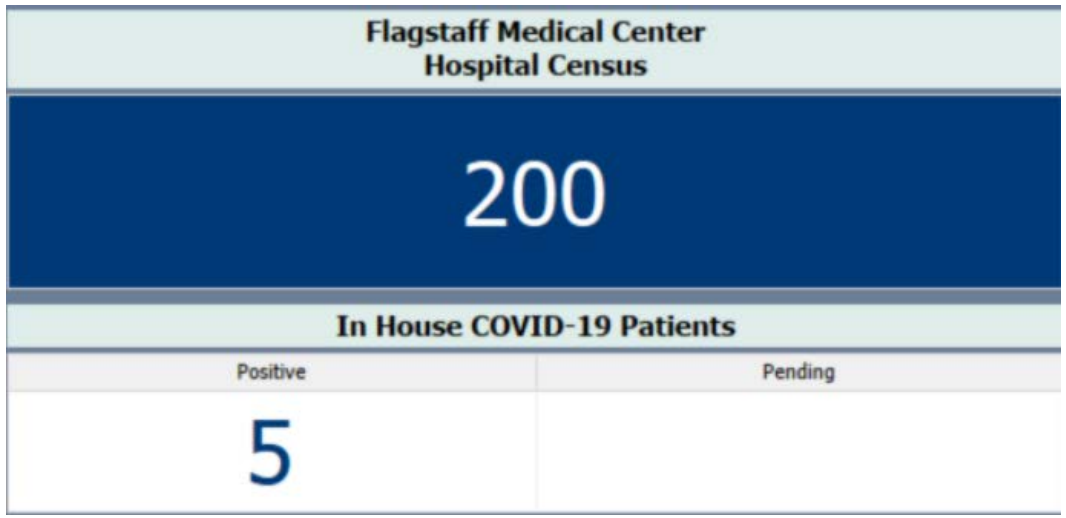
For more information about SARS-CoV-2 variants, please visit the CDC webpage:

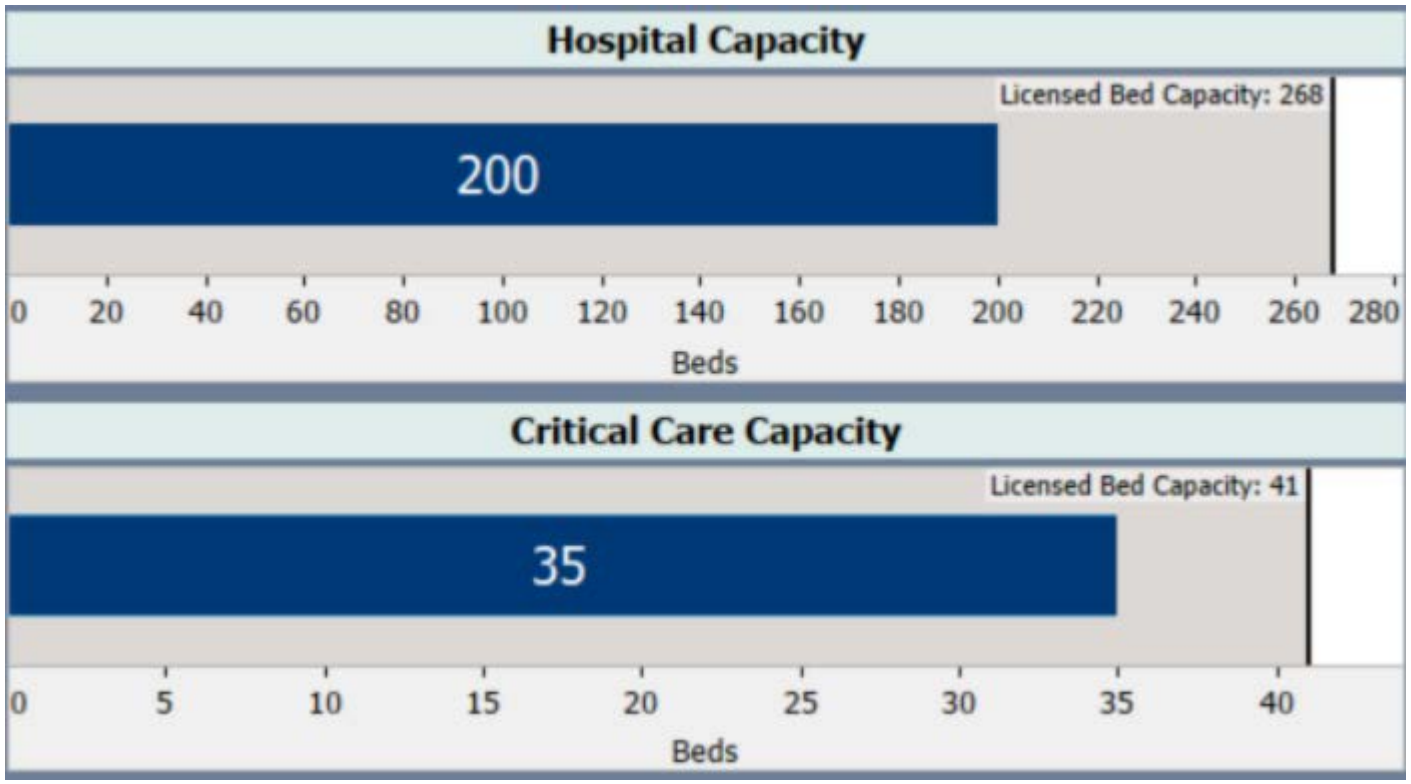
SARS-CoV-2 Variant Classifications and Definitions (cdc.gov)

For more information regarding variant testing in Arizona, please visit the TGen website:

Arizona COVIDseq Tracker (tgen.org)

NAH: Hospital Census





Data as of April 17, 2022

Public Transit Mask Update

- Extending the nationwide mask requirement for airplanes and public transit for 15 days to May 3rd
- CDC wants more time to study the BA.2 omicron subvariant
- Recent court ruling, airlines and TSA no longer enforcing masks be worn on public transportation
  - Mask mandate at Flagstaff Pulliam Airport is lifted immediately
  - Flying patrons and visitors can choose to wear a mask

Council Questions

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

9. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration of Appointments: Industrial Development Authority

STAFF RECOMMENDED ACTION:

Make two appointments to terms that expires April 2028.

Executive Summary:

By making appointments to the vacancies, the Industrial Development Authority will be just above the minimum membership required to take action. This will allow the Board to hear adjustments, act on bond requests, and perform administrative business. All seats are for six-year terms. There are two applications on file and they are as follows:

- Tara Boucher (new applicant)
- Lance MaGill (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Mayor Deasy and Councilmember Salas

Financial Impact:

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

Policy Impact:

Not applicable.

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

There is no Council goal that specifically addresses appointments to Boards and Commissions; however, boards and commissions do provide input and recommendations based on City Council goals that may pertain to the board or commission work plan.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint two Members: by appointing members at this time, the Industrial Development Authority will just above the minimum required membership, allowing the group to continue meeting to provide recommendations to the City Council.

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

Background/History:

The Industrial Development Authority consists of not less than three, nor more than nine citizens who meet on an as-needed basis.

The Board currently has two members and is inactive. In order to do any business, the Board must have a minimum of three active members. By appointing two members at this time, Council will ensure that the Board is able to meet even with an absence.

The Flagstaff Industrial Development Authority is an independent entity authorized by Arizona statutes to review and approve applications for bond financing that fit the definition of IDA projects like the acquisition, construction, improvement, rehabilitation and equipment of manufacturing, distribution, warehouse and health facilities; research and development; and pollution control facilities. The IDA itself does not hold or own bonds, but acts as the issuer. The City Council, as elected officials, gives final approval on all bond applications approved by the IDA.

Community Benefits and Considerations:

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

Community Involvement:

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

Attachments: IDA Authority

RESOLUTION NO. 1636

A RESOLUTION OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, REGARDING THE FORMATION AND REINCORPORATION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF FLAGSTAFF.

WHEREAS, on April 15, 1980, pursuant to an approving resolution of the City Council of the City of Flagstaff adopted on April 15, 1980, The Industrial Development Authority of the City of Flagstaff, Arizona (the "Authority") was formed as a nonprofit corporation and as a political subdivision of the City of Flagstaff, all organized and existing under Title 9, Chapter 11, Arizona Revised Statutes (later renumbered as Title 35, Chapter 5, Arizona Revised Statutes) (the "IDA Act");

WHEREAS, the Articles of Incorporation of the Authority were filed with the Arizona Corporation Commission on April 18, 1980, for the purpose of providing a record of the establishment of the Authority, as required by the IDA Act, and for the precautionary purpose of complying with the general nonprofit corporation law set forth in Title 10, Chapter 5, Arizona Revised Statutes (the "General Nonprofit Corporation Act");

WHEREAS, on January 10, 1986, the Arizona Corporation Commission purported to revoke the filing of the Authority's Articles of Incorporation for failure to file an annual report, as is required for nonprofit corporations organized and existing under the General Nonprofit Corporation Act;

WHEREAS, the Authority has continued to operate as a nonprofit corporation and political subdivision of the City of Flagstaff organized and existing under the IDA Act since January 10, 1986, and, in such capacity, granted preliminary approval on November 20, 1987 (the "Official Action"), for the issuance of multifamily housing revenue bonds to finance the acquisition of land and the construction of a 200-unit multifamily residential rental project located on the west side of U. S. Highway 89-A, north of I-40 (the "Project"), received two allocations by the Director of the Arizona Department of Commerce of portions of the maximum volume of tax-exempt private activity bonds permitted to be issued in the State of Arizona in 1987 and 1989 (collectively, the "Allocation"), and the filing with the Internal Revenue Service of an election to carry the Allocation issued in 1987 forward for a period of up to three years (the "Carryforward Election");

WHEREAS, the City Council of the City of Flagstaff desires to confirm and ratify the actions of the Authority and the individuals acting as the Board of Directors thereof since January 10, 1986, including, without limitation, the Official Action, the receipt of the Allocations, and the Carryforward Election, to affirm the continued and uninterrupted existence of the Authority since April 15, 1980, as a nonprofit corporation and the political subdivision organized and existing under the IDA Act, and, as a precautionary measure, to approve the reincorporation of the Authority under the IDA Act and the General Nonprofit Corporation Act;

WHEREAS, a petition has been filed with the City Council of the City of Flagstaff by three qualified electors of the City requesting permission to form an Industrial Development Authority Board and to reincorporate the Authority; and

WHEREAS, the IDA Act and the General Nonprofit Corporation Act provide for the formation of Industrial Development Authorities and the formation of nonprofit corporations, respectively.

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

SECTION 1: That this Council finds and determines that it is wise, expedient, necessary and advisable that the Authority of the City of Flagstaff, Arizona, be formed and reincorporated in accordance with and as provided in the application therefor.

SECTION 2: That, having made application to form and reincorporate the Authority, Dewey "Stretch" Penberthy, Arthur S. "Bud" Anderson, and Hazel Robinson be, and they are hereby, authorized to form and recreate the Authority and to proceed to reincorporate pursuant to and as prescribed by Arizona Revised Statutes and in accordance with the proposed form of Articles of Incorporation which are attached hereto as Exhibit "A".

SECTION 3: That the proposed form of Articles of Incorporation, attached hereto as Exhibit "A", are hereby approved.

SECTION 4: That this Council, as provided in the Articles of Incorporation and the IDA Act, hereby confirm and, to the extent necessary, appoints as members of the Board of Directors of the Authority, as formed and reincorporated, Dewey "Stretch" Penberthy, Arthur A. "Bud" Anderson, Hazel Robinson, Ray Lopp, and Jacqita Bailey, all of whom are qualified electors of the City of Flagstaff.

SECTION 5: That the above Directors are hereby divided into the following three groups:

Group 1 -	Arthur A. "Bud" Anderson
Group 2 -	Hazel Robinson Jacqita Bailey
Group 3 -	Dewey "Stretch" Penberthy Ray Lopp

The initial term of office for Group 1 is two years; for Group 2 is four years; and for Group 3 is six years. Thereafter the terms of all Directors shall be six years.

SECTION 6: That the name of the Authority, as formed and reincorporated, shall be "The Industrial Development Authority of the City of Flagstaff, Arizona."

SECTION 7: That the Authority, as formed and reincorporated, is the continuation of the Authority as established in 1980 as a nonprofit corporation and political subdivision organized and existing under the IDA Act, and that the approval of the formation and reincorporation of the Authority is undertaken as a precautionary measure solely in order to dispel any question with respect to the continued existence of the Authority.

SECTION 8: All funds held by the Authority and title to all property held by the Authority which may have vested in the City of Flagstaff solely as the result of the purported revocation by the Arizona Corporation Commission of the filing of the Articles of Incorporation of the Authority shall be assigned, transferred and conveyed to the Authority, as formed and reincorporated pursuant to this Resolution, such assignment to be effective immediately upon reincorporation of the Authority.

SECTION 9: That all actions of the Authority subsequent to January 10, 1986, including specifically, but without limitation, the Official Action, the receipt of the Allocations, and the Carryforward Election shall be, and are hereby ratified, adopted and confirmed as the act and deed of the Authority, acting on behalf of the City of Flagstaff, as of the date of such actions.

SECTION 10: That the Council hereby finds that this Resolution shall IMMEDIATELY become operative and in full force and effect from and after the passage by the Council, pursuant to A.R.S., Section 19-142, as an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City of Flagstaff for the reason that it is in the interests of the citizens of the City of Flagstaff that multifamily, low-cost housing be provided as expeditiously as possible with the best available financing.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 30th day of October, 1989.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

October 27, 1989

Mayor Chris Bavasi
City of Flagstaff
211 West Aspen
Flagstaff, Arizona 86001

Re: Application for Re-Incorporation of
The Industrial Development Authority
of the City of Flagstaff as a Non-Profit
Corporation

Dear Mayor Bavasi:

The undersigned, being duly qualified electors residing within the City of Flagstaff, submit the attached proposed Articles of Incorporation for the re-incorporation of The Industrial Development Authority of the City of Flagstaff, Arizona, as a non-profit corporation.

Authority for formation of the Industrial Development Authority and application for incorporation was earlier approved by the Mayor and Flagstaff City Council on April 15, 1980, under Ordinance 1139. The Industrial Development Authority came into existence as a political subdivision of Arizona with the filing of its earlier Articles of Incorporation on April 18, 1980.

Yours very truly,

ED Penberthy

Dewey "Stretch" Penberthy

Hazel Robinson

Hazel Robinson

Arthur G. "Bud" Anderson

ARTICLES OF INCORPORATION
OF
THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF FLAGSTAFF, ARIZONA
(A political subdivision of the State of Arizona)

KNOW ALL MEN BY THESE PRESENTS:

That, we the undersigned, whose names and addresses are hereinafter set forth, each of whom are electors of the City of Flagstaff, Arizona, have this day associated ourselves for the purpose of forming an Industrial Development Authority under the laws of the State of Arizona, and for that purpose do hereby adopt the following Articles of Incorporation:

ARTICLE I

The name of this corporation shall be THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF FLAGSTAFF, ARIZONA, and the location of its principal place of business shall be in the City of Flagstaff, Coconino County, Arizona, but the corporation may have offices within the State of Arizona as shall be fixed by the Board of Directors from time to time.

ARTICLE II

The name, residences and post office addresses of the incorporators, each of whom is a qualified elector of the City of Flagstaff, Arizona, and each of whom shall serve as directors until their successors are elected and qualify, are as follows:

NAME	RESIDENCE	POST OFFICE ADDRESS
Dewey Penberthy	5500 E. Mt. Pleasant Dr.	Flagstaff, AZ 86004
Arthur G. Anderson	2000 N. Rio de Flag,	Flagstaff, AZ 86004
Hazel Robinson	4195 N. St. Mortiz Way,	Flagstaff, AZ 86004

ARTICLE III

This Corporation shall serve a public purpose and shall perform an essential governmental function. The initial purposes for which this Corporation is organized and the affairs which this Corporation initially intends to conduct, are:

1. To acquire, own, construct, lease, sell and dispose of all kinds of properties.

2. To promote industry and develop trade by inducing manufacturing, industrial and commercial enterprises to locate and remain in the City of Flagstaff, Arizona;

3. To stimulate and encourage the production, development and use of the agricultural products and natural resources of the City of Flagstaff, Arizona.

4. To assist, financially and otherwise, in the rehabilitation, expansion and development of all kinds of businesses and industries in the City of Flagstaff, Arizona, which will reduce pollution, promote and assure job opportunities and promote and assure an improved standard of living and an increase in prosperity and health;

5. To do any and all things as provided by Title 35, Chapter 5, §§35-701 et seq., as amended, Arizona Revised Statutes, and Title 10, Chapter 5, §§10-1001, et seq., Arizona Revised Statutes.

ARTICLE IV

This Corporation is a political subdivision of the State of Arizona and, in addition to the other powers granted to such Corporation by law, the Corporation shall have those powers, together with all powers incidental thereto or necessary for the performance of those powers, as set forth in Title 35, Chapter 5 §§35-701 et. seq., and Title 10, Chapter 5, §§10-1001, et. seq., Arizona Revised Statutes, as such provisions may be amended from time to time.

ARTICLE V

The Corporation shall be a non-profit corporation and no part of its net earnings remaining after payment of its expenses shall inure to the benefit of any individual or corporation, except such reasonable compensation as may properly be paid for services rendered to the Corporation, and no dividends or other pecuniary profits may be declared for the benefit of any director or other individual, and no director or officer shall be entitled to participate for profit in any transaction with the Corporation except as hereinable provided. No part of the activities of this Corporation shall be devoted to carrying on propaganda for or otherwise attempting to influence legislation and this authority shall not participate in or intervene in any political campaign on behalf of any candidate for public office.

ARTICLE VI

The Corporation shall have a Board of Directors in which all powers of the Corporation shall be vested and which shall consist of any number of directors, not less than three nor more than nine, all of whom shall be qualified as provided by law. The directors shall serve as such without compensation except that they shall be reimbursed for their actual expenses incurred in the performance of their duties in the same manner as is provided for other state officers. No director shall be an officer or employee of the City of Flagstaff. No member of the Board shall have any financial interest in any project or lessee of the Corporation. All directors shall declare any conflict of interest as provided in §§38-501 et. seq., Arizona Revised Statutes, or any successor statutes.

The directors shall be appointed by the Council of the City of Flagstaff, and they shall be so appointed that they shall hold office for overlapping terms. At the time of the appointment of the first Board of Directors, the City Council of Flagstaff shall divide the directors into three groups containing as nearly equal whole numbers as possible. The first term of the directors included in the first group shall be two years, the first term of the directors included in the second group shall be four years, and the first term of the directors included in the third group shall be six years.

The affairs of the Corporation shall be conducted by the Board of Directors and such officers, including a president, vice president, treasurer, secretary and such other officers as the Board of Directors shall elect or appoint. The board of Directors shall have the power to adopt, amend and rescind by-laws and to appoint an executive committee with such powers as the Board may, by resolution, delegate to such committee.

Meetings held by the Board of Directors for any purpose whatsoever shall publically noticed and be open to the public.

ARTICLE VII

The initial Board of Directors shall consist of the initial incorporators (applicants) and the following additional members: Ray Lopp, 2024 N. Crescent Dr., Flagstaff, AZ 86001; and Jacqita Bailey, 515 N. San Francisco, Flagstaff, AZ 86001. They shall serve as Directors until their successors, named by the Council of the City of Flagstaff, are confirmed at the first meeting of the corporation following the naming of the new Board by the Council. The Council of the City of Flagstaff, Arizona, shall name a new Board of Directors, by resolution which shall set terms of each director in the manner provided by Article VI hereof.

ARTICLE VIII

The Corporation shall indemnify any and all of its incorporators, directors and officers against all expenses incurred by them and each of them, including, but not limited to, legal fees, judgments and penalties which may be incurred, rendered or levied in any legal action brought against any of them for or on account of any action or omission alleged to have been committed while acting as promoters or incorporators or while acting within the scope of employment as a director or officer of the Corporation. Whenever any director or officer shall report to the president of the Corporation or the chairman of the Board of Directors that he has incurred or may incur expenses, including, but not limited to, legal fees, judgments and penalties in a legal action brought or about to be brought against him for or on account of any action or omission alleged to have been committed by him while acting within the scope of his employment as a director or officer of the Corporation, the Board of Directors of the Corporation shall, at its next regular or at a special meeting held within a reasonable time thereafter,

determine in good faith whether, in regard to the matter involved in the action or contemplated action, such person acted, or failed to act, or refused to act wilfully, with gross negligence or with fraudulent or criminal intent. If the Board of Directors determines in good faith that such person did not act, fail to act, or refuse to act wilfully or with gross negligence or with fraudulent or criminal intent in regard to the matter involved in the action or contemplated action, indemnification shall be mandatory and shall be automatically extended as specified herein, provided, however, that the Corporation shall have the right to refuse indemnification in any instance in which the person to whom indemnification would otherwise have been applicable shall have unreasonable refused to permit the Corporation, at is own expense and through counsel of its own choosing, to defend him in the action.

The private property of the incorporators, officers and directors of the Corporation shall be exempt from liability for its debts and obligations.

ARTICLE IX

The City of Flagstaff shall not, in any event, be liable for the payment of the principal of, or interest on, any bonds of the Corporation, formed thereby or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Corporation, and none of the bonds of the Corporation or any of its agreements or obligations shall be construed to constitute an indebtedness or obligation of the City of Flagstaff or of the State of Arizona within the meaning of any constitutional or statutory provision whatsoever.

ARTICLE X

Pursuant to §§35-721 et seq., Arizona Revised Statutes, bonds issued under the provisions of Title 35, Chapter 5, Arizona Revised Statutes, as amended, shall be legal investments for all banks, trust companies and insurance companies organized and operating under the laws of this State.

ARTICLE XI

When the board of Directors of the Corporation, by resolution, shall determine that the purposes for which the Corporation was formed have been substantially complied with and that all bonds theretofore issued and all obligations theretofore incurred by the Corporation have been fully paid, the members of the board of Directors of the Corporation shall thereupon dissolve the Corporation in accordance with the provisions of Title 10 of the Arizona Revised Statutes.

ARTICLE XII

Daniel J. Stoops, of 222 E. Birch Avenue, Flagstaff, Arizona 86001, who has been a bona fide, continuous resident of the State of Arizona for more than three years, is hereby appointed the lawful statutory agent of this Corporation for and on behalf of said Corporation, to accept and acknowledge services of all necessary processes and for all purposes required by law. The board of Directors may, at their option, revoke such appointment and shall have the power to fill such vacancy.

ARTICLE XIII

The incorporators herein received permission to organize the Corporation pursuant to a Resolution of the Council of the City of Flagstaff, Arizona, duly adopted and approved by said Council on the _____ day of _____, _____, at a regular meeting of said Board.

IN WITNESS WHEREOF, we the undersigned, have signed our names this _____ day of October, 1989.

STATE OF ARIZONA)
) ss.
County of Coconino)

On this, the _____ day of October, 1989, before me, the undersigned Notary Public, personally appeared Dewey "Stretch" Penberthy, known to me to be the person whose name is subscribed to the above, and acknowledged that he executed the same for the purposes therein set forth.

_____
Dewey Penberthy

_____
Notary Public

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
County of Coconino)

On this, the _____ day of October, 1989, before me, the undersigned Notary Public, personally appeared Arthur G. "Bud" Anderson, known to me to be the person whose name is subscribed to the above, and acknowledged that he executed the same for the purposes therein set forth.

_____
Arthur G. Anderson

_____
Notary Public

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
County of Coconino)

On this, the _____ day of October, 1989, before me, the undersigned Notary Public, personally appeared Hazel Robinson, known to me to be the person whose name is subscribed to the above, and acknowledged that he executed the same for the purposes therein set forth.

_____
Hazel Robinson

_____
Notary Public

My Commission Expires:

_____

9. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration of Appointments: Commission on Inclusion and Adaptive Living

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring March 2023.
Make three appointments to terms expiring March 2025.

Executive Summary:

The Commission on Inclusion and Adaptive Living consists of seven citizens serving three-year terms. The commission's goals are to expand educational opportunities; improve access to housing, buildings, and transportation; have greater participation in recreational, social, and cultural activities; encourage greater opportunity for employment; and expand and strengthen rehabilitative programs and facilities. There are currently five seats available, due to resignations and term limits. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

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

- Keith Becker (new applicant)
- Stephanie Birdwell (new applicant)
- Sarah Dorman (new applicant)
- Therese Giorsetti (new applicant)
- Jeremy Musgrove (new applicant)
- Rachel Simukonda (new applicant)
- Audra Travelbee (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENTS: Vice Mayor Sweet, Mayor Deasy, Councilmember Salas, Councilmember McCarthy, and Councilmember Aslan

Financial Impact:

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

Policy Impact:

None

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

Inclusive and Engaged Community

- Foster community pride & civic engagement by increasing opportunities for public involvement, in line with best practices & legal requirements
- Enhance community involvement, education & regional partnerships to strengthen the level of public trust

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1) Appoint five Commissioners: by appointing five members at this time, the Commission on Inclusion and Adaptive Living will have be at full capacity which will allow the group to more easily reach quorum and continue meeting to provide recommendations to the City Council.

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

Community Benefits and Considerations:

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

Community Involvement:

INFORM: Board members and City staff have informed the community of these vacancies through word of mouth in addition to the posting on the City's website.

Attachments: Commission on Inclusion and Adaptive Living Authority

CHAPTER 2-18
COMMISSION ON DISABILITY AWARENESS

SECTIONS:

2-18-001-0001 COMMISSION ESTABLISHED, DUTIES
2-18-001-0002 MEMBERS AND TERMS:
2-18-001-0003 ORGANIZATION:

2-18-001-0001 COMMISSION ESTABLISHED, DUTIES:

There is hereby established the Commission on Disability Awareness. It shall be the Commission's duty to advise the City Council on all issues affecting the City of Flagstaff in relation to individuals with disabilities and shall include, but not be limited to:

A. Review of City compliance with the Americans with Disabilities Acts and the Arizonans with Disabilities Acts.

B. Review of City programs, activities, services and procedures to ensure all citizens are afforded equitable access to same.

C. Develop and transmit recommendations to the City Council to assist the City Council in developing policies to respond to the concerns and needs of those with disabilities.

D. Provide a public forum for identifying and discussing issues of interest relating to individuals who are disabled, physically or mentally, and to act as an information and referral group to assist individuals, organizations, and employers in efforts to aid members of the community toward greater independence and community interactions.

E. Increase community awareness of the real contributions made by citizens of the community who are disabled and to provide recognition for employers, employees, students, teachers, parents, and professionals who further the goals of disability awareness and inclusion. (Ord. 1780, 11/17/92)

(Ord. No. 1780, Enacted, 11/17/92)

2-18-001-0002 MEMBERS AND TERMS:

The Commission shall consist of seven (7) members who shall be appointed by the City Council based upon the recommendations of the Committee/Commission. The Commission and the City Council will make every effort to recruit and appoint those individuals most directly involved and concerned with the obligations of the Americans with Disabilities Act. Commission members shall serve staggered, three (3) year terms.

In the event a member's term expires, that member shall continue to serve until reappointed or replaced by the City Council. (Ord. 1780, Enacted, 11/17/1992; Ord. 1833, Amended, 05/03/1994; Ord. 2007-31, Amended 07/23/2007; Ord. 2014-28, Amended, 11/18/2014)

2-18-001-0003 ORGANIZATION:

A Chairperson and other Commission officers shall be selected by a majority vote of those members present at a meeting called for that purpose for a term of one (1) year. The Commission shall meet at such times, dates and locations as determined by the members except that the Chairperson may call a special meeting with not less than twenty-four (24) hours' notice. All other rules of procedure shall be established by the members so long as said rules are consistent with State law, the City Charter, the Board and Commission Members' Rules and Operations Manual, and the ordinance codified in this section.

A Commission member who is absent from three (3) consecutive regular meetings may have their remaining term terminated by a vote of the City Council upon recommendation of the Commission. (Ord. 1780, Enacted, 11/17/1992; Ord. 2007-37, Amended 07/24/2007; Ord. 2014-28, Amended, 11/18/2014)

9. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration of Appointments: Citizen Commission on Council Salaries.

STAFF RECOMMENDED ACTION:

Make two appointments to At-Large seats.
Make two appointments to Human Resource Professional seats.

Executive Summary:

Due to a request from a majority of Council, the City Manager is establishing a Citizen Commission to review Council salaries. The Commission consists of nine members as follows:

- Member of the Planning and Zoning Commission
- Member of the Parks and Recreation Commission
- Member of the Tourism Commission
- Member of the Water Commission
- Member of the Transportation Commission
- Two community members who are Human Resource professionals
- Two community members at large.

The Human Resource professional and the at-large seats are currently available for appointment. There are four ~~five~~ applications on file. They are:

- Allison Eckert (HR Professional)
- ~~Deborah Harris (At-Large)~~
- McKenzie Jones (At-Large)
- Kyle Nitschke (At-Large)
- Jim Wine (HR Professional)

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

COUNCIL APPOINTMENT ASSIGNMENTS: Councilmember Shimoni, Vice Mayor Sweet, Councilmember McCarthy, Mayor Deasy

Financial Impact:

These are voluntary positions.

Policy Impact:

None

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

- Foster community pride & civic engagement by increasing opportunities for public involvement, in line with best practices & legal requirements
- Enhance community involvement, education & regional partnerships to strengthen the level of public trust

Has There Been Previous Council Decision on This:

During the October 22, 2019 Council meeting, the City Council gave staff direction to bring an ordinance to amend City Code Section 1-07-001-0005, *Salaries*, to increase the number of members of Citizen Commission that makes recommendations related to potential City Council salary adjustment(s) by including two community members who are Human Resource professionals and two community members at large, in addition to the five commissioners already on the Citizen Commission under existing City Code. The Council expressed a desire for the City Manager to convene the Citizen's Commission at the request of the majority of Council rather than waiting every four years. The amendments were approved by ordinance on January 7, 2022.

Options and Alternatives:

1) Appoint four Commissioners: by appointing four members at this time, the Citizen Commission on Council Salaries will be able to convene.
2) Table to action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

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

Community Involvement:

INFORM: Board members and City staff have informed the community of these vacancies through word of mouth in addition to the posting on the City's website.

Attachments: Authority

1-07-001-0005 SALARIES:

A. Effective upon the commencement of terms of office for those persons elected to the office of Mayor or Councilmember of the City of Flagstaff in City elections of 2018 and thereafter, the salary of the Mayor shall be thirty-eight thousand five hundred dollars ($38,500.00) per year payable over twenty-six (26) pay periods at one thousand four hundred eighty dollars and seventy-seven cents ($1,480.77) per pay period; and the salary of Councilmembers shall be twenty-five thousand five hundred dollars ($25,500.00) per year payable at nine hundred eighty dollars and seventy-seven cents ($980.77) per pay period.

B. The annual salary of the sitting Mayor and Councilmembers shall not be increased or decreased during their term in office, pursuant to State law. Upon request from a majority of the Council, the City Manager will establish a Citizen Commission to review salaries. The Citizen Commission will consist of nine (9) members as follows:

Member of the Planning and Zoning Commission;

Member of the Parks and Recreation Commission;

Member of the Tourism Commission;

Member of the Water Commission;

Member of the Transportation Commission;

Two (2) community members who are human resource professionals; and

Two (2) community members at large.

A Citizen Commission member must be a resident of the City of Flagstaff, may not be a City employee, and may not be serving on a City Commission as a liaison or for purposes of representing another agency. The City Human Resources Director or designee will attend Citizen Commission meetings and provide staff support. Citizen Commission meetings are subject to open meeting laws and the Commission will hold a public meeting to obtain public comments prior to finalization of a Commission recommendation. The Citizen Commission shall forward its final recommendation to the City Council. The City Council shall immediately consider the recommendation of the Citizen Commission, and may adopt an ordinance raising the salaries of the Mayor and Council which shall take effect for those persons elected to the office of Mayor and Councilmember in the next succeeding election or, at the option of Council, the raise in salaries shall take effect when all current terms of office have expired.

C. A like salary shall be paid to any person appointed to fill a vacancy in the office of Mayor or Councilmember for the balance of any term.

D. Any person elected or appointed to the office of Mayor or Councilmember may, prior to commencement of their duties, elect to receive a lesser salary than herein provided if the salary

provided herein imposes a hardship on that person by either disqualifying that person from receiving social security, pension, or retirement benefits or payments, or the like, or reducing the amount of such benefits or payments that person would otherwise receive. The City Manager, or his or her designee, shall determine if a hardship exemption applies in the particular circumstances.

E. In addition to the salaries above, the Mayor may choose upon commencement of each new term of office to receive two hundred fifty dollars ($250.00) per month to cover the expense of routine travel and meals or may elect to be provided with a car insured and maintained by City and a lesser stipend of one hundred fifty dollars ($150.00) per month to cover the expense of routine travel and meals. Councilmembers shall receive one hundred sixty-six dollars ($166.00) per month to cover the expense of routine travel and meals.

F. The Mayor and Councilmembers are eligible for employee and dependent insurance provided by the City on the same terms and conditions as any other City employee.

G. The following amounts are not salaries and may be adjusted at any time. The Mayor and Councilmembers may receive funds for non-routine travel or other expenses incurred on behalf of the City approved through the City budget process. (Ord. 1733, 1-7-92; Ord. 2003-17, 11-4-03; Ord. 2007-43, 11-20-2007; Ord. 2018-25, Amended, 07/03/2018; Ord. 2019-39, Amended, 01/07/2020).

10. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration and Action on Liquor License Application: Jeffrey Craig Miller, "Butler Easy Mart," 1311 E. Butler Avenue, Series 10 (beer and wine store), New License.

STAFF RECOMMENDED ACTION:

Hold the public hearing.

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

Executive Summary:

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

Butler Easy Mart is an existing business in Flagstaff. If approved, it will be the 31st active series 10 license in Flagstaff. To view surrounding liquor licenses, please visit the Active Liquor Licenses Map.

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

Financial Impact:

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

Policy Impact:

Not applicable.

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

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

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

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

The deadline for issuing a recommendation on this application is April 22, 2022.

Community Benefits and Considerations:

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

Community Involvement:

The application was properly posted on March 30, 2022. No written protests have been received to date.

Attachments:

Letter to Applicant
Hearing Procedures
Series 10 Description
PD Memo
Zoning Memo
Map

City of Flagstaff

OFFICE OF THE CITY CLERK

4/5/2022

Jeffrey Craig Miller
PO Box 2502
Chandler, AZ 85244

Dear Mr. Miller:

Your applications for a Series 10 Liquor License New License for Butler Easy Mart located at 1311 E. Butler, Flagstaff, AZ was posted on March 30, 2022. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, April 19, 2022, which is scheduled to begin at 3:00 p.m.**

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

The twenty-day posting period for your liquor license application is set to expire on April 19, 2022, and the application may be removed from the premises at that time.

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

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

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures

City of Flagstaff

Liquor License Application
Hearing Procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Chief of Police
Dan Musselman

MEMORANDUM

Memo #22-018

TO: **Chief Dan Musselman**

FROM: **Lt. Ryan Turley**

DATE: **March 2nd[h], 2022**

RE: **Liquor License Application – Series 10 for Butler Easy Mart**

On March 2nd, 2022, I initiated an investigation into an application for a series 10 (Beer and Wine store) liquor license filed by Craig Miller (Agent), Sanjay Patel (Controlling Person), Dikunj Desai (Controlling Person), Pinal Patel (Controlling Person), Smit Desai (Controlling Person), Dhir Patel (Controlling Person), and Jignesh Desai (Controlling Person) This is a new application and the application number is 184620. It is for Butler Easy Mart located at 1311 E. Butler Ave.

I conducted a query through local systems and public access on all of the applicants and discovered no derogatory records. I conducted a search for current or historical liquor violations on the business and found none. I found evidence that the applicants have taken the mandatory liquor license training. This business is not located within 300 feet of a school or church.

A representative for the business will be present for the council meeting on April 19th .

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: March 29,2022

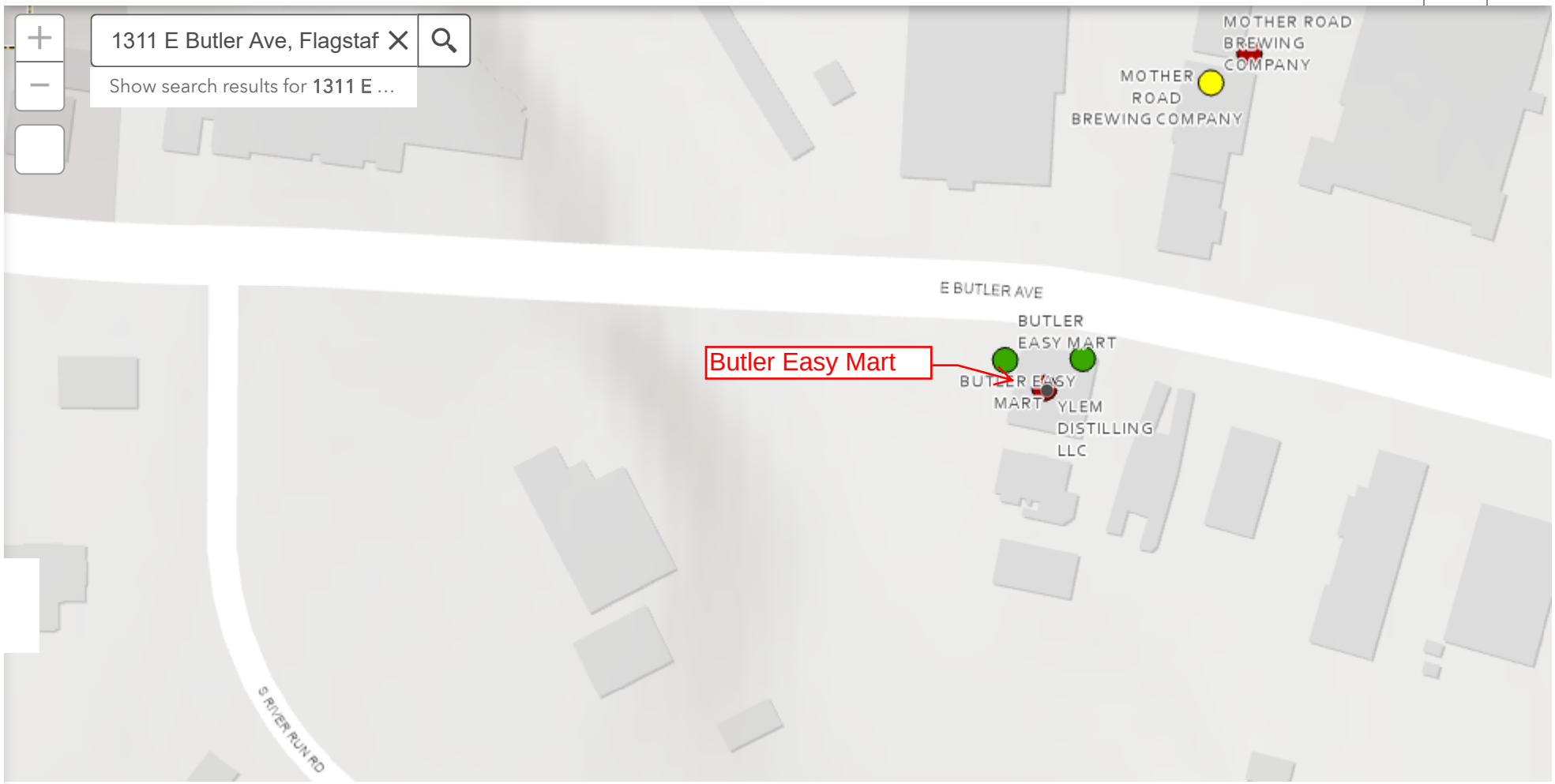
Re: Application for Liquor License #184620
1311 E. Butler Ave., Flagstaff, Arizona 86001
Assessor's Parcel Number 104-13-009B
Jeffrey Craig Miller on behalf of Butler Easy Mart

This application is a request for a new Series 10 Beer & Wine Store liquor license by Jeffrey Craig Miller on behalf of Butler Easy Mart. This business is located within the Light Industrial district. This district does allow for this use.

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

Active Liquor Licenses

City of Flagstaff GIS



10. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration and Action on Liquor License Application: Larami Jean Sandlin, "Dark Sky Brewing Company," 103 W. Birch Avenue, Series 12, New Application.

STAFF RECOMMENDED ACTION:

Hold the public hearing.

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

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting at the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Dark Sky Brewing Company is an existing business in Flagstaff and this is a new location. If approved it will be the 90th active series 12 license in Flagstaff. Series 12 licenses are non-quota licenses. To view surrounding liquor licenses, please refer to the online interactive Liquor License Map.

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

Financial Impact:

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

Policy Impact:

Not applicable.

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

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:
Not applicable.

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

The deadline for issuing a recommendation on this application is April 22, 2022.

Community Benefits and Considerations:
This business will contribute to the tax base of the community.

Community Involvement:
The application was properly posted on March 30, 2022. No written protests have been received to date.

Attachments:
Letter to Applicant
Hearing Procedures
Series 12 Description
PD Memo
Zoning Memo
Map

City of Flagstaff

OFFICE OF THE CITY CLERK

4/5/2022

Larami Jean Sandlin
117 N Beaver Street #A
Flagstaff, AZ 86001

Dear Ms. Sandlin:

Your applications for a Series 12 Liquor License New License for Dark Sky Brewing Company located at 103 W. Birch Avenue, Flagstaff, AZ was posted on March 30, 2022. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, April 19, 2022, which is scheduled to begin at 3:00 p.m.**

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

The twenty-day posting period for your liquor license application is set to expire on April 19, 2022, and the application may be removed from the premises at that time.

Thank you for your payment via check on March 30, 2022.

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

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures

City of Flagstaff

Liquor License Application
Hearing Procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

License Types: Series 12 Restaurant License

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

PURPOSE:
Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

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

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

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

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Bar, beer and wine bar, and restaurant licensees must pay an annual surcharge of $20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.

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Chief of Police
Dan Musselman

MEMORANDUM

Memo #22-023

TO: **Chief Dan Musselman**

FROM: **Lt. Ryan Turley**

DATE: **April 1st, 2022**

RE: **Liquor License Application – Series 12 for Dark Sky Brewery**

On April 1st, 2022, I initiated an investigation into an application for a series 12 (Restaurant) liquor license filed by Larami Sandlin (Agent and Controlling Person) and Ryan Sandlin (Controlling Person). This is a new application and the application number is 168811. It is for Dark Sky Brewing Company located at 103 W. Birch Flagstaff AZ 86001

I conducted a query through local systems and public access on all of the applicants and discovered no derogatory records. I conducted a search for current or historical liquor violations on the business and found none. I found evidence that the applicants have taken the mandatory liquor license training. This business is not located within 300 feet of a school or church. The business hours are generally from noon to 930 pm.

A representative for the business will be present for the council meeting on April 19th .

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: March 29, 2022

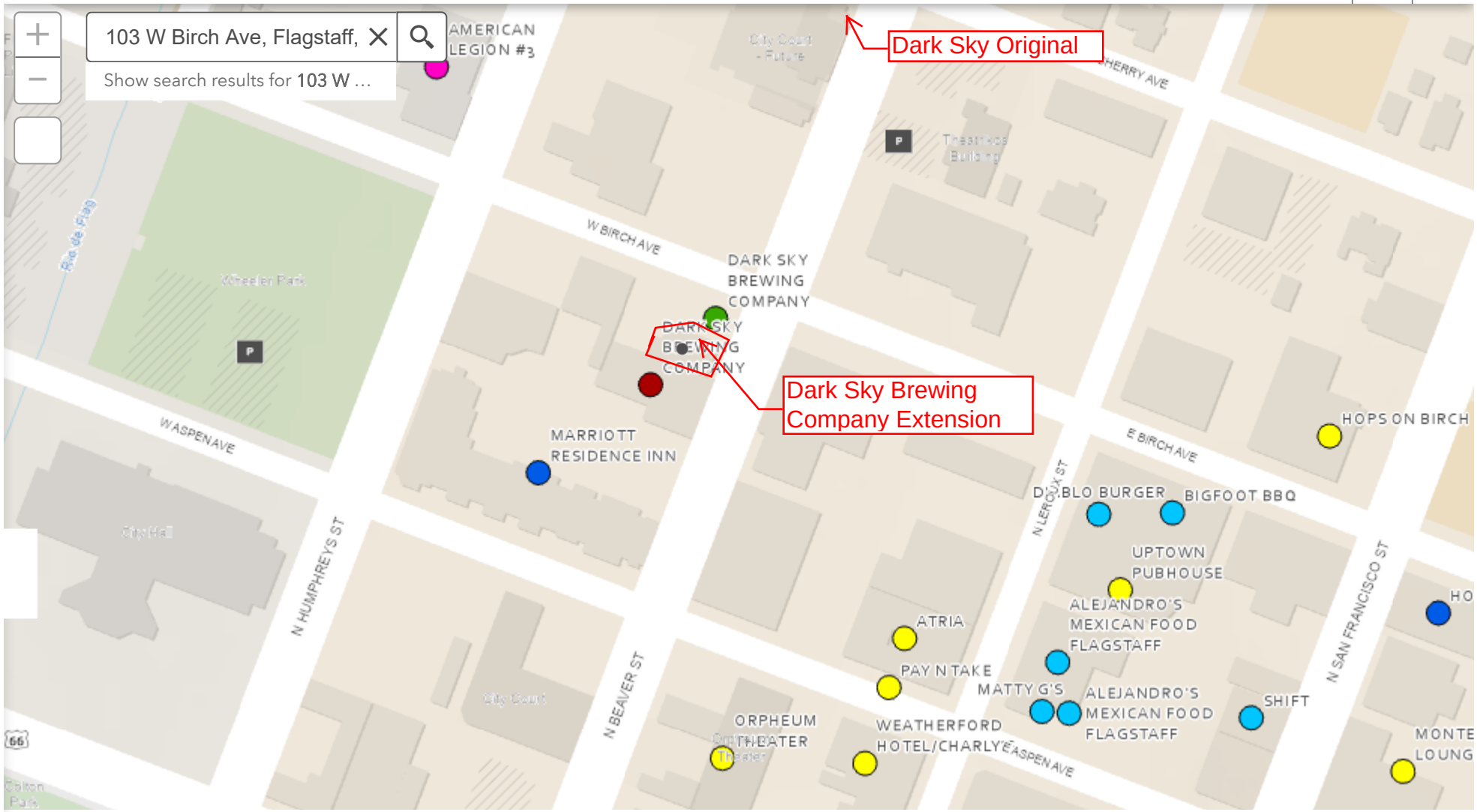
Re: Application for Liquor License #168811
103 W. Birch Ave., Flagstaff, Arizona 86001
Assessor's Parcel Number 100-19-017
Larami Jean Sandlin on behalf of Dark Sky Brewing Company

This application is a request for a new Series 12 Restaurant liquor license by Larami Jean Sandlin on behalf of Dark Sky Brewing Company. This business is located within the Central Business district. This district does allow for this use.

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

Active Liquor Licenses

City of Flagstaff GIS



10. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration and Action on Liquor License Application: Sergio Haron, "One Stop," 2325 S. Woodlands Village Boulevard, Series 09 (liquor store - all spirituous liquor), New Application.

STAFF RECOMMENDED ACTION:

Hold the public hearing.

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

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. Series 09 licenses are a quota licenses and must be obtained through the person/location transfer of an existing license from another business or through the Arizona Liquor License Lottery.

One Stop is an existing business in Flagstaff. If approved, it will be the 37th active series 09 liquor license in Flagstaff and will be able to sell all spirituous liquor. To view surrounding liquor licenses, please visit the Active Liquor Licenses Map.

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

Financial Impact:

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

Policy Impact:

Not applicable.

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

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

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

Because the application is for a new application, consideration may be given to the location and personal qualifications of the applicant.

The deadline for issuing a recommendation on this application is April 22, 2022.

Community Benefits and Considerations:

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

Community Involvement:

The application was properly posted on March 30, 2022. No written protests have been received to date.

Attachments:

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

City of Flagstaff

OFFICE OF THE CITY CLERK

4/5/2022

Sergio Haron
12900 N 100th Place
Scottsdale, AZ 85260

Dear Mr. Haron:

Your applications for a Series 9 Liquor License New License for One Stop located at 2325 S. Woodlands Village Boulveard, Flagstaff, AZ was posted on March 30, 2022. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, April 19, 2022, which is scheduled to begin at 3:00 p.m.**

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

The twenty-day posting period for your liquor license application is set to expire on April 19, 2022, and the application may be removed from the premises at that time.

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

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

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures

City of Flagstaff

Liquor License Application
Hearing Procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FLAGSTAFF POLICE DEPARTMENT
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Chief of Police
Dan Musselman

MEMORANDUM

Memo #22-024

TO: **Chief Dan Musselman**

FROM: **Lt. Ryan Turley**

DATE: **April 1st, 2022**

RE: **Liquor License Application – Series 09 for One Stop**

On April 1st, 2022, I initiated an investigation into an application for a series 9 (Liquor Store) liquor license filed by Sergio Haron (Agent), Sue Haron (Controlling Person), Ashor Haron (Controlling Person) and Hirmis Haron (Controlling Person). This is a new application and the application number is 188221. It is for the One Stop located at 2325 S. Woodlands Village Blvd.

I conducted a query through local systems and public access on all of the applicants and discovered no derogatory records. I conducted a search for current or historical liquor violations on the business and found none. I found evidence that the applicants have taken the mandatory liquor license training. This business is not located within 300 feet of a school or church. The business hours are generally from noon to 930 pm.

A representative for the business will be present for the council meeting on April 19th .

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: March 29,2022

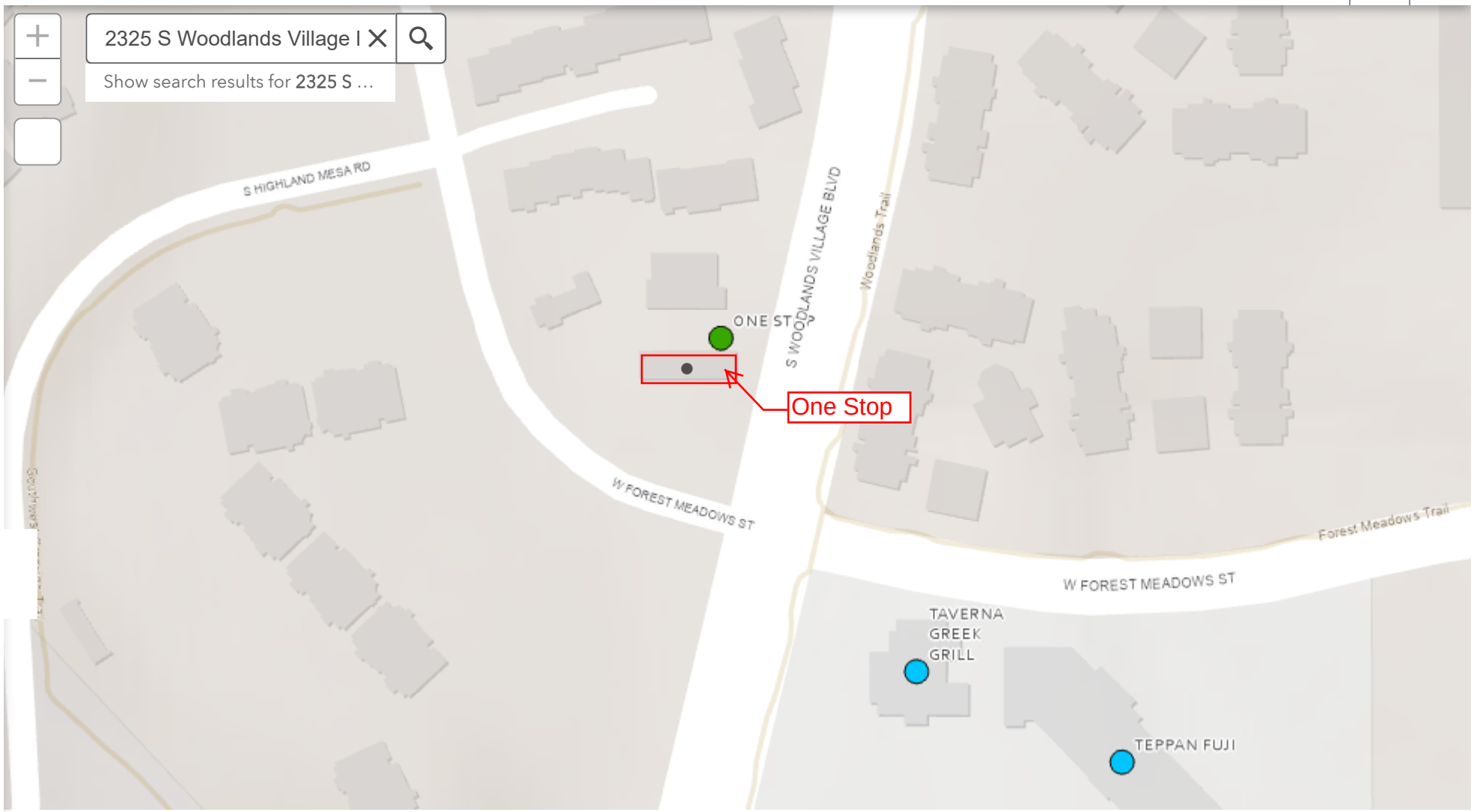
Re: Application for Liquor License #188221
2325 S. Woodlands Village Blvd., Flagstaff, Arizona 86001
Assessor's Parcel Number 112-29-020
Sergio Haron on behalf of One Stop

This application is a request for a new Series 9 Liquor Store liquor license by Sergio Haron on behalf of One Stop. This business is located within the Highway Commercial district. This district does allow for this use.

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

Active Liquor Licenses

City of Flagstaff GIS



11. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Christine Cameron, Project Manager III
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration and Approval of BNSF Railway Preliminary Engineering Services Agreement: Lone Tree Overpass Project Construction Document Review.

STAFF RECOMMENDED ACTION:

1. Approve the Lone Tree Overpass Project (Project) Preliminary Engineering Services Agreement (Agreement) with BNSF Railway (BNSF) in the amount of $78,601; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

- The Project will require vertical and horizontal realignment of the rail corridor in order to construct the proposed bridge structure with adequate clearance over the rail.
- The recommended approval of the Agreement with BNSF will authorize reimbursement for BNSF's contracted engineering services to review the project construction documents.

Financial Impact:

The Agreement will be funded by the Lone Tree Overpass Project Capital Improvements FY2021-2022 budget of $8,686,681 (Account No. 047-10-112-3054-6-4421).

Policy Impact:

No Impact.

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 proposition and directed staff to prepare ballot language for a bond 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 City Council awarded Amendment 1 to the original design phase agreement. On January 18, 2022, the City Council awarded Amendment 2 to the original design phase agreement.

Options and Alternatives:

1. Approve the Agreement as recommended. Approval will allow project coordination with BNSF to proceed; or
2. Reject the approval and provide additional direction to staff. This option would delay project design completion.

Background/History:

The Lone Tree Overpass has been a planned project for over a decade in the Flagstaff community. The Lone Tree Overpass Study, which evaluated conceptual design options for the bridge was completed in 2010. The goal of the Project is to provide congestion relief, connectivity for the City's transportation network, and a grade-separated crossing over the BNSF Railway corridor and the future Rio de Flag channel, which increases safety and convenience for multi-modal commuters.

The overpass also coordinates with the future planned improvements of the Lone Tree Corridor reconstruction which was studied in a report completed in 2006. The Lone Tree Corridor and Overpass serves to connect the southern area of town with the Route 66 corridor and provides an option that reduces congestion on other roadway corridors.

A portion of the Lone Tree Corridor from Sawmill Road to Butler Avenue is included in this Overpass design. This section of the corridor was included at this time to provide a coordinated improvement north and south of the Butler Avenue Intersection.

In November 2018, the voters were asked to approve a ballot measure to fund the overpass (Proposition 420) and a separate ballot measure to fund the corridor improvements (Proposition 419). Both propositions passed.

In the fall of 2020, Ames was selected by a six-member evaluation committee as the most qualified Design-Build 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, and on September 7, 2021, Amendment 1 was approved.On January 18, 2022, the City Council awarded Amendment 2 to the original design phase agreement.

Key Considerations:

A critical item of the design is to include a bridge over the realigned rail corridor, which must be lowered and moved south in order to provide bridge clearance and to match into a new intersection with Route 66. BNSF requires the City to cover their consultant's review fees for our project.

On January 4, City Council approved this contract contingent on inclusion of additional language regarding a statutory requirement of the City. Through negotiations with BNSF, the language was further altered from what was presented to Council for consideration in January. Therefore, staff is now presenting the contract in its final format for Council approval. The additional language is presented below:

Cancellation for Conflict of Interest: To the extent applicable to contracts with BNSF, this Agreement may be cancelled for conflict of interest pursuant to Arizona Revised Statutes § 38-511. In the event of such cancellation, the notice shall specify the effective date of cancellation and Agency shall reimburse BNSF all costs and expenses incurred under this Agreement through said date, with Agency having no further obligation as to costs and expenses incurred subsequent to said date. Agency hereby represents that no consultant to Agency had any role in initiating, negotiating, securing, drafting or creating this Agreement on Agency's behalf and no fee or commission has or will be paid or due to any person significantly involved therewith.

Expanded Financial Considerations:

The Agreement will be funded by the Lone Tree Overpass Project Capital Improvements FY2021-2022 budget of $8,686,681 (Account No. 047-10-112-3054-6-4421).

Community Benefits and Considerations:

This project provides many benefits to the community, including:

- 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 be designed with consideration of goals from the City's Carbon Neutrality Plan and the Southside Neighborhood Plan.
- Due to proximity to the Rio de Flag Project area, this project will contribute to the overall BNSF rail mitigation requirements and help expedite our planned local projects, including the Rio de Flag.

Community Involvement:

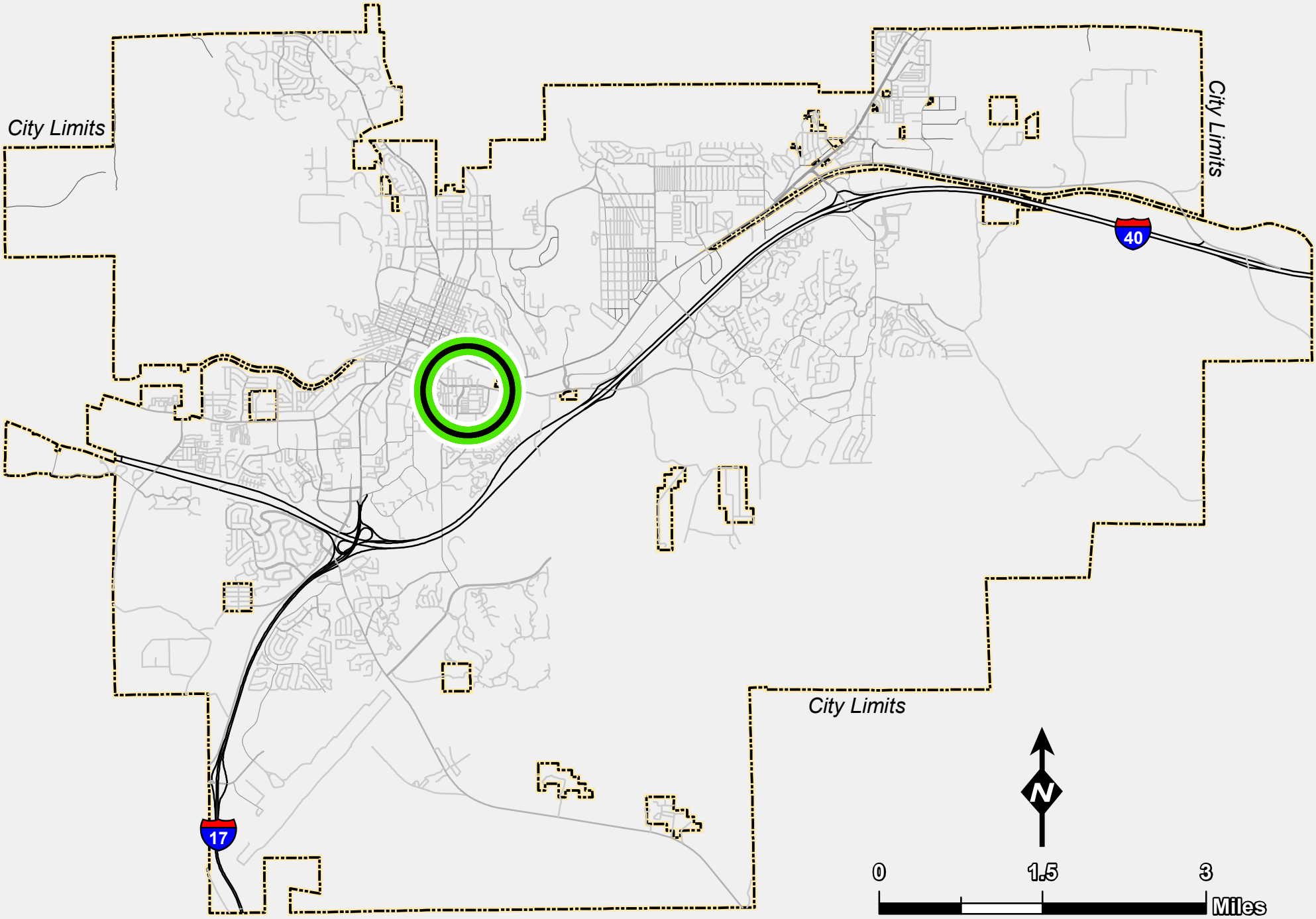
There was extensive public coordination with the development of both the Overpass concept study and the Corridor Study in the early 2000's. There was also outreach performed for Proposition 419 and 420. Since design of the project began, there have been one-on-one and group meetings, a full community virtual public meeting, City commission and committee meetings, and public Council presentations.

Expanded Options and Alternatives:

1. Approve the Agreement as recommended. Approval will allow BNSF to proceed with plan review and project coordination; or
2. Reject the Agreement and provide additional direction to staff. This option would delay the completion of the Lone Tree Overpass Project construction documents.

Attachments: Lone Tree Overpass Context Map
Lone Tree Overpass Vicinity Map
BNSF consultant contract
BNSF/COF Preliminary Engineering Agreement

Lone Tree Overpass and Corridor Improvements





Lone Tree Overpass and Corridor Improvements
Vicinity Map

WILSON & COMPANY
HIGHER RELATIONSHIPS

800 East 101st Terrace, Suite 200
Kansas City, MO 64131
816 701 3100 p
816 942 3013 f
wilsonco.com

March 8, 2021

Kate Kalinosky
Manager Public Projects – AZ, CA
BNSF Railway
40 E Carnegie Drive
San Bernardino, CA 92408

Re: Design Review Lone Tree Creek Overpass

Design Review

Once notice to proceed has been received, we will begin coordination with BNSF to obtain all plans for the areas under review. In our experience, it is valuable to obtain all project information, rather than only the specific item under review, so that references are available should questions regarding utilities or right-of-way come up. If there is an executed agreement between BNSF and the City, a request for that document will be made to better understand the commitments and responsibilities of each party relative to the proposed work. A discussion regarding the history of the project with BNSF is beneficial to understand any particular areas of concern that require additional attention and focus.

Our current understanding of the project extents and impacts indicate that three (3) specific areas of review will be required and submittals by the City will follow current *Guidelines for Railroad Grade Separation Projects*:

- 10%, 30%, 60% and 90% Structural Design Submittal Review
- 10%, 30%, 60% and 90% Track Design Submittal Review
- 10%, 30%, 60% and 90% Drainage Design Submittal Review

Once we have the relevant plans and project background, our team will review the package, prepare comments, and meet internally to conduct an interdisciplinary review. We will then provide our comments to BNSF and schedule a call to discuss any questions that may arise. We anticipate that the comments would then be forwarded to BNSF Public Projects for concurrence and any additional observations. Comments would then be forwarded to the City.

Generally, a comment resolution meeting is conducted for discussion, clarification, and potential approaches to resolving issues. Typically, an approach to a resolution can be agreed upon, but if re-design by the City is required to resolve the concern, re-submittals, and additional reviews may be required. Depending on the approach needed, portions of the resolution can be informal discussions and review; in other cases the interaction may be more formal. The nature of the resolution process is generally dependent on the scope and impact of the comments and preferences of BNSF and the agency. We will work with BNSF to determine the appropriate approach to comment resolution as the design review progresses, and we will work with all parties to achieve an appropriate resolution that maintains the interests of BNSF as the primary principle.

Last, we will utilize standard BNSF comment forms of our review and can augment with pdf plan mark-ups where needed.

Design Meetings

Wilson & Company currently estimates that one (1) monthly telephone meeting will be required and up to two (2) on-site meetings with BNSF and the City's design team will be necessary. The effort for these meetings are detailed in the attached fee spreadsheet.

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800 East 101st Terrace, Suite 200
Kansas City, MO 64131
816 701 3100 p
816 942 3013 f
wilsonco.com

Assumptions

- Retaining wall design review is not anticipated.
- Structural Design Review is limited to the bridge structure.
- Utility review is not included as part of the Wilson & Company effort.
- Geotechnical review is not anticipated.

Fee

The Design Review Fee (including reimbursable travel costs) of $71,456 has been developed assuming two reviews (initial and one final) of the project documents. Per our MSA, a 1% sole source discount of $674.00 has been provided on the labor. For estimated total cost of design review we have assumed that resolution of any comments is achievable with limited re-design and without need for extensive or repeated re-review with additional comments. For expenses, we have assumed three staff attending two meetings in the Flagstaff area.

Please see Appendix A for detailed hourly rates and estimated per-task effort.

Carey Wilson, PE
Principal-in-Charge
719 302 6756 direct
Carey.Wilson@wilsonco.com

Erich Schmitz, PE
Project Manager
806 701 3118
Erich.Schmitz@wilsonco.com

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FEE – ATTACHMENT A

		Civil								
WILSON &COMPANY	Staffing	PM	Senior Track Engineer	Junior Track Engineer	Senior H&H Engineer	Junior H&H Engineer	Senior Structural Engineer	Junior Structural Engineer	Hours	Cost
	Billing Rate	$ 200	$ 181	$ 118	$ 200	$ 103	$ 200	$ 103		
Project Tasks										
CIVIL AND TRACK DESIGN REVIEW							***Civil/Track Design Subtotal***			***$ 33,526***
10% Design Review		1	16	16					33	$ 4,984
30% Design Review			16	32					48	$ 6,672
60% Design Review			16	32					48	$ 6,672
90% Design Review		1	16	32					49	$ 6,872
Monthly Meetings (2 hours each assumes 04/21 - 01/22)			14						14	$ 2,534
Site Visits (will be combined with 2 monthly meetings)			32						32	$ 5,792
H&H DESIGN REVIEW							***H&H Design Subtotal***			***$ 12,872***
10% Design Review		1			1	4			6	$ 812
30% Design Review					1	8			9	$ 1,024
60% Design Review					1	8			9	$ 1,024
90% Design Review		1			1	4			6	$ 812
Monthly Meetings (2 hours each assumes 04/21 - 01/22)					14	0			14	$ 2,800
Site Visits (will be combined with 2 monthly meetings)					32	0			32	$ 6,400
STRUCTURAL DESIGN REVIEW							***Structural Design Subtotal***			***$ 20,992***
10% Design Review		1					4	8	13	$ 1,824
30% Design Review							4	8	12	$ 1,624
60% Design Review							8	24	32	$ 4,072
90% Design Review		1					8	24	33	$ 4,272
Monthly Meetings (2 hours each assumes 04/21 - 01/22)							14		14	$ 2,800
Site Visits (will be combined with 2 monthly meetings)							32		32	$ 6,400
Total Hours		6	110	112	50	24	70	64	436	
Total Labor		$ 1,200	$ 19,910	$ 13,216	$ 10,000	$ 2,472	$ 14,000	$ 6,592		***$ 67,390***
							Sole Source Discount above $50,000 = 1.0%			**- $ 674**
							Total Labor After Discount			***$ 66,716***

REIMBURSABLE EXPENSES

Expense	Quantity	Unit Cost		
flight	6	$ 500.00	/each	$ 3,000
hotel	6	$ 120.00	/night	$ 720
Car	12	$ 50.00	/day	$ 600
Meals	12	$ 35.00	/day	$ 420
			Reimbursable Expenses Total:	***$ 4,740***

PROJECT TOTAL ***$ 71,456***

PRELIMINARY ENGINEERING SERVICES AGREEMENT
Project Review

BNSF File No.: BF-20162127
Mile Post 343.76
Line Segment 7200
U.S. DOT Number TBD
Seligman Subdivision

This Agreement **("Agreement")**, is executed to be effective as of _____ **("Effective Date")**, by and between BNSF RAILWAY COMPANY, a Delaware corporation **("BNSF")** and the City of Flagstaff, a political subdivision of the State of [State] **("Agency")**.

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Flagstaff, State of Arizona;

WHEREAS, Agency has stated its intention to proceed initially with a project to provide a grade separated overpass crossing of the BNSF Railway main line in via an extension of the Lone Tree Road Corridor located in central Flagstaff **(the "Project")**;

WHEREAS, Agency has requested that BNSF perform certain services with respect to its railroad facilities located at or near the Project site to facilitate Agency's evaluation of the feasibility of proceeding with the Project **(the "Work")**;

WHEREAS, BNSF is agreeable to performing the Work, subject to the terms and conditions of this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Work.

As used herein, the term "**Work**" includes all work performed by BNSF pursuant to this Agreement, whether performed by BNSF employees or by BNSF's sub-contractors, including, but not necessarily limited to, on-site visits including diagnostic evaluations, preliminary engineering services, developing cost estimates for construction of the Project, preparing draft agreements including legal review, and reviewing and/or providing comments on preliminary layouts or other designs, plans, and/or documents in connection with the Project.

2. Payment and Deposit for Work.

Agency authorizes BNSF to proceed with the Work relating to the Project. Agency shall pay and reimburse BNSF for all actual costs and expenses that BNSF incurs in performing the Work including without limitation: labor, supplies, and material; direct and indirect labor and contractor charges including additives; delivery charges; BNSF's additives and overhead, as such are in effect on the date BNSF prepares its final billing; and all applicable taxes due, paid, or payable by BNSF on such products and services, including sales and use taxes, business and occupation taxes, and similar taxes **("Actual Costs")**. BNSF's estimated Cost for Work on this Project is Seventy-eight thousand six hundred one **($78,601) ("Estimated Cost").** Any estimate provided by BNSF for the Work shall not be a limitation on the Work to be performed or the costs and expenses incurred, which Agency shall reimburse to BNSF in full.

During its performance of the Work pursuant to this Agreement, BNSF will send Agency progressive invoices detailing the costs of the Work performed by BNSF. Agency must reimburse BNSF for completed work within thirty (30) days of the date of the invoice for such work. Upon completion of the Work, BNSF will send Agency a detailed invoice of final costs. Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

3. Scope and Limitations of Agreement

The Parties acknowledge that by entering into this Agreement, neither BNSF nor Agency agree to participate in the construction of the Project. If Agency elects to proceed with the Project after the Work is performed, BNSF and Agency agree to enter into negotiations for construction of the Project and other activities. Nothing in this Agreement including the performance of the Work shall obligate BNSF to enter into any subsequent agreement or otherwise permit the Project except and subject to any terms and conditions as may be subsequently approved by BNSF in its sole discretion.

Notwithstanding anything to the contrary in this Agreement, BNSF's review, approval, and/or other participation in the Project or any element thereof, including the Work performed by BNSF or its contractors hereunder, is expressly limited, and intended and understood by the parties to be in furtherance of BNSF's railroad purposes, and not in furtherance of Agency's purposes in undertaking the Project. All of the Work performed hereunder is intended for use in the evaluation of the impact of the Project on BNSF's railroad and the costs to Agency associated therewith. The Work is provided in consideration of the subjective standards of BNSF for its railroad purposes only, and shall

in no way be construed or deemed to be a condition or direction to Agency, or an opinion or approval that the plans and specifications or any work intended or completed on the Project is appropriate for any other purpose including highway purposes, is structurally sound, or that such plans, specifications, or intended or completed work meet applicable standards, regulations, laws, statutes, local ordinances, and/or building codes. No benefits to Agency or any third party are provided, intended or implied herein. Agency shall at all times be solely responsible for the adequacy and compliance of all design elements of the Project for highway and other public purposes, and shall waive and release BNSF for any and all claims which may or could result from the Work performed hereunder, and if applicable to the fullest extent permitted by law, indemnity and hold BNSF harmless for the same.

4. No Right of Entry

Nothing in this Agreement shall be construed as providing Agency or its contractors, consultants, or other agents any right of entry upon property owned or occupied by BNSF. Any preliminary engineering or other work required by Agency in connection with the Project necessitating entry upon railroad right of way shall not be conducted except as authorized by separate permit obtained by Agency for such entry.

Any on-site visits including diagnostic evaluations provided under this Agreement or otherwise required for the Project shall be conducted only from adjoining properties and Agency shall ensure that no attendees enter or remain on BNSF right of way, except when using an authorized highway-rail crossing designated for such purpose.

Agency or its agents shall contact BNSF's Manager or Public Projects Rafer Nichols at 303-480-6586, or BNSF's permitting partner Jones Lang LaSalle Brokerage, Inc. (JLL) at http://bnsf.railpermitting.com/ to obtain the required permit prior to any entry.

5. Disclaimer

BNSF GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER, OF THE WORK PERFORMED PURSUANT TO THIS AGREEMENT OR ANY REPORT OR OTHER DELIVERABLE WHICH BNSF MAY FURNISH TO AGENCY PURSUANT TO THIS AGREEMENT. BNSF SHALL BE IN NO WAY RESPONSIBLE FOR THE PROPER RELIANCE UPON, INTERPRETATION OF, OR OTHER USE OF THE WORK BY AGENCY.

6. Cancellation for Conflict of Interest

To the extent applicable to contracts with BNSF, this Agreement may be cancelled for conflict of interest pursuant to Arizona Revised Statutes § 38-511. In the event of such cancellation, the notice shall specify the effective date of cancellation and Agency shall reimburse BNSF all costs and expenses incurred under this Agreement through said date, with Agency having no further obligation as to costs and expenses incurred subsequent to said date. Agency hereby represents that no consultant to Agency had any role in initiating, negotiating, securing, drafting or creating this Agreement on Agency's behalf

and no fee or commission has or will be paid or due to any person significantly involved therewith.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

City of Flagstaff	**BNSF Railway Company**
By: _____	By: _____
Name: _____	Name: _____
	Assistant Director Public Projects

Accepted and effective this ___day of _____, 20__.

11. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Senior Planner
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration and Approval of Final Plat: Case No. PZ-21-00271-01, VP66 & Woody Mountain LLC, requests Final Plat approval for @Liv Flagstaff located at 2701 S Woody Mountain Road, a two lot subdivision in the Medium Density Residential (MR) and Rural Residential (RR) Zones.

STAFF RECOMMENDED ACTION:

Staff recommends the City Council approve the Final Plat and authorize the Mayor to sign the Final Plat when notified by staff that all documents are ready for signature and recordation.

Executive Summary:

This is a request for Final Plat for two lots on 36.94 acres in both the Medium Density Residential (MR) and Rural Residential (RR) zones. The two lots will be split based on the current zoning boundaries. The MR lot will be 23.08 acres which was rezoned last year to support the Sky Cottages Development. The RR lot will be 13.86 acres. No development has been proposed for this lot. The subject property is currently vacant.

Financial Impact:

No financial impacts are anticipated with this Final Plat.

Policy Impact:

There are no policy impacts affiliated with this Final Plat.

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

Priority Based Budget Key Community Priorities and Objectives

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

Carbon Neutrality Plan

DD-1: Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.

DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

Regional Plan

Policy LU.5.1. Encourage development patterns with the designated growth boundaries to sustain

efficient infrastructure project and maintenance.
Policy LU.5.2 Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.
Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

Has There Been Previous Council Decision on This:

There has been no previous Council Decision on this subdivision plat.

In February 2021, the City Council approved a rezoning request for the southern half of the subject property from Rural Residential (RR) to Medium Density Residential (MR) to support a multifamily residential development referred to as Sky Cottages.

Options and Alternatives:

1. Approve the Final Plat with no conditions as recommended by staff.
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 Specification for New Infrastructure.

Background/History:

In February 2021, the City Council approved a rezoning for the southern portion of the subject property from Rural Residential to Medium Density Residential to support the development of a 208 unit multifamily development referred to as Sky Cottages. This subdivision plat proposes to split the existing 36.94 acres along the zoning boundary. This will allow the Sky Cottage development to move forward and allow the property owner to pursue development options for the northern portion of the site. The subdivision plat will also provide the required right-of-way and public utility easements necessary to support the Sky Cottages development.

Key Considerations:

Subdivisions typically consist of two lots and a new road or three lots. The proposed subdivision of the existing 36.94 acres into two lots is required due to the overall size of the property (over 2.5 acres) and the parcel splits that have already occurred in the area.

Community Involvement:

Inform. The existing zoning of the property allows for the proposed subdivision. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of the Final Plat review process.

Attachments: Final Plat
Application

PLOTTED: Jan 31, 2022-3:29pm

FINAL PLAT

FOR

@LIV

FLAGSTAFF, ARIZONA

LOCATED IN SECTION 19, TOWNSHIP 21 NORTH,
RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, FLAGSTAFF, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS.
COUNTY OF COCONINO)

KNOW ALL PERSONS BY THESE PRESENTS: THAT LIV SC FLAGSTAFF, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ["GRANTOR" OR "OWNER"], AND VP 66 WOODY MOUNTAIN, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ["OWNER"], HAS SUBDIVIDED UNDER THE NAME @LIV, A SUBDIVISION LOCATED IN A PORTION OF SECTION 19, 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 @LIV 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, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION:

1. ALL PUBLIC RIGHTS-OF-WAY (ROW) SHOWN ON THE PLAT FOR PUBLIC USE, IN FEE SIMPLE. GRANTOR AS ABUTTING PROPERTY OWNER SHALL MAINTAIN THE SIDEWALK AND LANDSCAPING WITHIN THE RIGHT-OF-WAY BETWEEN THE STREET CURB AND THE ABUTTING PROPERTY, IN COMPLIANCE WITH THE FLAGSTAFF CITY CODE.
2. PUBLIC UTILITY EASEMENT (PUE), FOR PUBLIC USE, FOR UTILITY PURPOSES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF ELECTRICITY, ENERGY, GAS, WATER, SEWER, PUBLIC STORM WATER SYSTEM, TELECOMMUNICATIONS, INTERNET SERVICES, CABLE TELEVISION, AND OTHER UTILITIES.
3. DRAINAGE MAINTENANCE EASEMENT (DME), FOR CITY ACCESS TO MAINTAIN PRIVATE DRAINAGE WAYS AND DRAINAGE FEATURES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF NATURAL AND MAN-MADE CHANNELS, WASHES, WATERCOURSES, RETENTION AND DETENTION BASINS, STORAGE BASINS, STORM DRAINS, MONITORING DEVICES, IN THE EVENT GRANTOR HAS FAILED TO PROPERLY MAINTAIN PRIVATE DRAINAGE WAYS IN ACCORDANCE WITH THE FLAGSTAFF CITY CODE.
4. FLAGSTAFF URBAN TRAILS SYSTEM EASEMENT (FUTS) FOR PUBLIC ACCESS PURPOSES FOR PEDESTRIANS AND BICYCLES, INCLUDING WITHOUT LIMITATION THE CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, OF THE FLAGSTAFF URBAN TRAILS SYSTEM, INCLUDING ANY CITY FENCING, WALLS, GRADING, LANDSCAPING, LATERAL AND SUBJACENT SUPPORT, DRAINAGE STRUCTURES AND FACILITIES, SIGNS, OR OTHER FEATURES ASSOCIATED WITH THE TRAIL. MOTORIZED USES AND PRIVATE IMPROVEMENTS ARE PROHIBITED IN THE EASEMENT AREA, UNLESS PERMITTED BY THE FLAGSTAFF CITY CODE OR FOR CITY OPERATIONAL PURPOSES. PRIVATE IMPROVEMENTS ARE PROHIBITED IN THE EASEMENT AREA WITHIN FIVE FEET OF THE EDGE OF THE TRAIL.

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

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

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

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

BINDING EFFECT
THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE 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 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
LIV SC FLAGSTAFF, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ["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 HAS HEREUNTO CAUSED ITS HIS/HER/THEIR NAMES(S) TO BE SIGNED THIS _____ DAY OF _____, 20__.

OWNER/GRANTOR: LIV SC FLAGSTAFF, LLC, A MICHIGAN LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

OWNER: VP 66 & WOODY MOUNTAIN, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

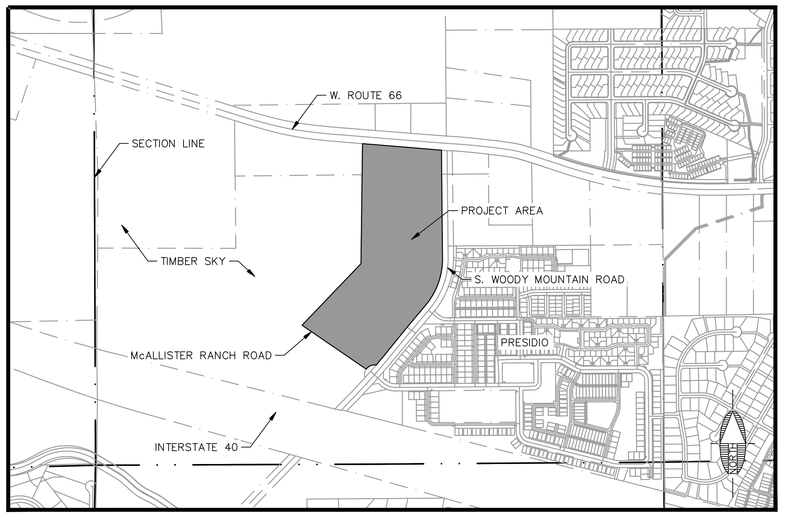
ITS: _____

BY: EDWARD & COMPANY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

SHEET INDEX		
SHEET NO.	DRAWING NO.	SHEET TITLE
1	CVR	COVER SHEET
2	EB01	EXISTING BOUNDARY AND EASEMENTS
3	FP01	FINAL PLAT



VICINITY MAP
N.T.S.

BASIS OF BEARING

NORTH 89-34-20 EAST, 2655.62' FROM THE NORTHWEST CORNER OF SECTION 24 TO THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDAN, COCONINO COUNTY, ARIZONA, ACCORDING TO AN ALTA SURVEY PREPARED BY SHEPHARD-WESNITZER, INC. IN MAY 2003, INSTRUMENT NUMBER 3203783, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

LEGAL DESCRIPTION

THAT PIECE OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 3770238, OFFICIAL RECORDS OF COCONINO COUNTY.

RESOURCE PRESERVATION

THE PROJECT FALLS WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE AND THERE ARE RESOURCES WITHIN THE PROJECT THAT REQUIRE PRESERVATION.

FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6812G, EFFECTIVE SEPTEMBER 2, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SOURCE OF PROJECT INFORMATION

BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY ALTA/ACSM LAND TITLE SURVEY BY WOODSON ENGINEERING AND SURVEYING, INC., DATED NOVEMBER 14, 2014.

CITY OF FLAGSTAFF CERTIFICATION

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

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

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

BY: _____
CITY ENGINEER

BY: _____
CITY PLANNING DIRECTOR

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS.
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20__, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, _____, WHO ACKNOWLEDGED BY SELF TO REPRESENT VP 66 & WOODY MOUNTAIN, LLC, AND THAT HE OR SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

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

_____
NOTARY PUBLIC MY COMMISSION EXPIRES

PROJECT DEVELOPER:

LIV COMMUNITIES, LLC.
CONTACT: BETH HEATH
8950 S. 52ND STREET, SUITE 115
TEMPE, AZ 85284
(480) 750-7269

VINTAGE PARTNERS 2.0, LLC.
CONTACT: MARK ORTMAN
2502 E. CAMELBACK ROAD, STE. 214
PHOENIX, AZ 85016
(602) 459-9929

PROJECT OWNER:

LIV COMMUNITIES, LLC.
CONTACT: BETH HEATH
8950 S. 52ND STREET, SUITE 115
TEMPE, AZ 85284
(480) 750-7269
OWNER OF LOT 1

VP 66 & WOODY MOUNTAIN, LLC.
CONTACT: WALTER CRUTCHFIELD
2502 E. CAMELBACK ROAD, STE. 214
PHOENIX, AZ 85016
(480) 231-0814
OWNER OF LOT 2

PROJECT ATTORNEY:

GAMMAGE & BURNHAM ATORNEYS AT LAW
CONTACT: LINDSAY SCHUBE
140 N. CENTRAL AVE, 20TH FLOOR
PHOENIX, AZ 85004
(602) 256-4471

PROJECT SURVEYOR:

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

PROJECT ENGINEER:

SHEPHARD-WESNITZER, INC.
CONTACT: STEPHEN C. IRWIN, P.E. #58405
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

PROPERTY INFORMATION:

APN#: 112-01-019 (±36.94 AC)
2701 S. WOODY MOUNTAIN ROAD
FLAGSTAFF, AZ 86001
EXISTING ZONING LOT 1: MEDIUM DENSITY RESIDENTIAL (MR)
REZONE PER ORDINANCE NO. 2021-01
EXISTING ZONING LOT 2: RURAL RESIDENTIAL (RR) &
G - GENERAL - 10 AC MIN

PROJECT DATA:

ENTIRE PARCEL BREAKDOWN:
TOTAL PARCEL GROSS ACREAGE: 36.94 AC
LOT 1:
GROSS ACREAGE: 23.08 AC
WOODY MTN ROW: 1.16 AC
McCALLISTER ROW: 0.80 AC
NET ACREAGE: 21.12 AC
LOT 2:
GROSS ACREAGE: 13.86 AC

LOT 1 DENSITY:
URBAN GROSS ACREAGE = 7.85 AC
URBAN GROSS DENSITY = 71 DU / 7.85 AC = 9.04 DU/AC
URBAN NET DENSITY, EXCLUDING CIVIC SPACE = 71 DU / 5.22 AC = 13.60 DU/AC
SUBURBAN GROSS ACREAGE = 15.23 AC
SUBURBAN GROSS DENSITY = 131 DU / 15.23 AC = 8.60 DU/AC

1. THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATION UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO 41-90000.0002.
2. ALL UTILITIES, INCLUDING STREET LIGHT AND ELECTRIC LINES INSTALLED WITH THIS DEVELOPMENT SHALL BE PLACED UNDERGROUND.
3. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF FLAGSTAFF CODES AND ORDINANCES
4. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING: REMOVABLE WOOD, WIRE OR SECTION TYPE FENCING; CONSTRUCTION, STRUCTURES OR BUILDING EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.
5. THE CITY OF FLAGSTAFF MAY PERIODICALLY INSPECT DETENTION FACILITIES TO VERIFY THAT REGULAR MAINTENANCE ACTIVITIES ARE BEING PERFORMED.

UTILITY COMPANY CONTACTS

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

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

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

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

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE
_____
BY: DATE:

UNISOURCE ENERGY SERVICES
_____
BY: DATE:

CENTURYLINK
_____
BY: DATE:

ALTICE USA
_____
BY: DATE:

UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND WERE COMPILED FROM RECORD DRAWINGS, SURVEY, AND CONSTRUCTION PLANS FURNISHED BY OTHERS. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR DETERMINING THE ACTUAL LOCATIONS OF ALL UNDERGROUND LINES THAT MAY AFFECT WORK PRIOR TO CONSTRUCTION. THERE ARE NO APPARENT UTILITY CONFLICTS. REFER TO THE REVIEW AGENCY RESPONSE LETTER FOR MORE INFORMATION.

CERTIFICATE OF LAND SURVEYOR

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

_____
Aaron D. Borling, RLS 48756

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

FLAGSTAFF
ARIZONA

@LIV SUBDIVISION

COVER SHEET

JOB NO:	22014
DATE:	JAN 22
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	KMF
CHECKED:	ADB

REVISIONS		
NO.	DESCRIPTION	DATE	BY

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

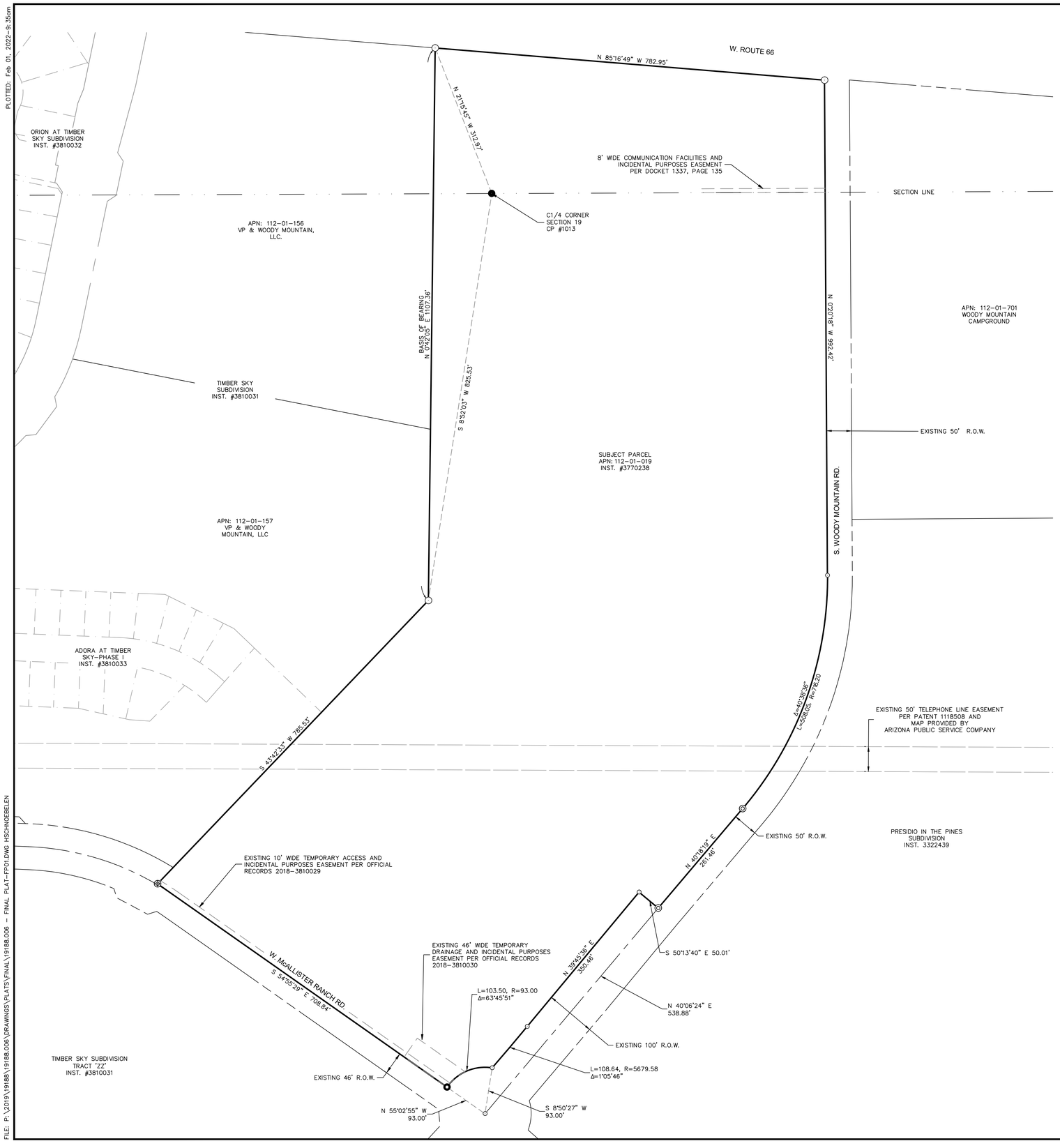
Shephard Wesnitzer, Inc.

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

DRAWING NO.
CVR

SHT NO. 1 OF 3

FILE: P:\2019\19188\19188.006\DRAWINGS\PLATS\FINAL\19188.006 - COVER SHEET.DWG HSCHNOEBELEN



LEGEND

- FOUND 1/2" REBAR WITH CAP LS 4321"
- FOUND 1/2" REBAR UNLESS OTHERWISE NOTED
- FOUND REBAR WITH CAP LS 14184
- FOUND ALUMINUM CAP LS 40321
- FOUND ALUMINUM CAP LS 14671
- MONUMENT TO BE SET

	BOUNDARY TIE LINE
	ADJACENT PROPERTY LINE
	BOUNDARY LINE
	ROW LINE
	SECTION LINE
	EASEMENT
	ROAD CENTERLINE
401-XX-XXX	ASSESSOR'S PARCEL NUMBER (APN)
ROW	RIGHT-OF-WAY
#000000	INSTRUMENT NUMBER PER COCONINO COUNTY RECORDER

SCALE 1" : 100'
0 50 100

REGISTERED LAND SURVEYOR
48756
AARON D. BORLING
Date Signed 2/8/22
ARIZONA, U.S.A.
Expires 12/31/23

PLOTTED: Feb 01, 2022-9:35am

FILE: P:\2019\19188\19188.006\DRAWINGS\PLATS\FINAL\19188.006 - FINAL PLAT-FP01.DWG HSCHNOEBELEN

FLAGSTAFF ARIZONA

@LIV SUBDIVISION

EXISTING BOUNDARY AND EASEMENTS

JOB NO:	22014
DATE:	FEB 22
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	KMF
CHECKED:	ADB

NO.	DESCRIPTION	DATE	BY

REVISIONS

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

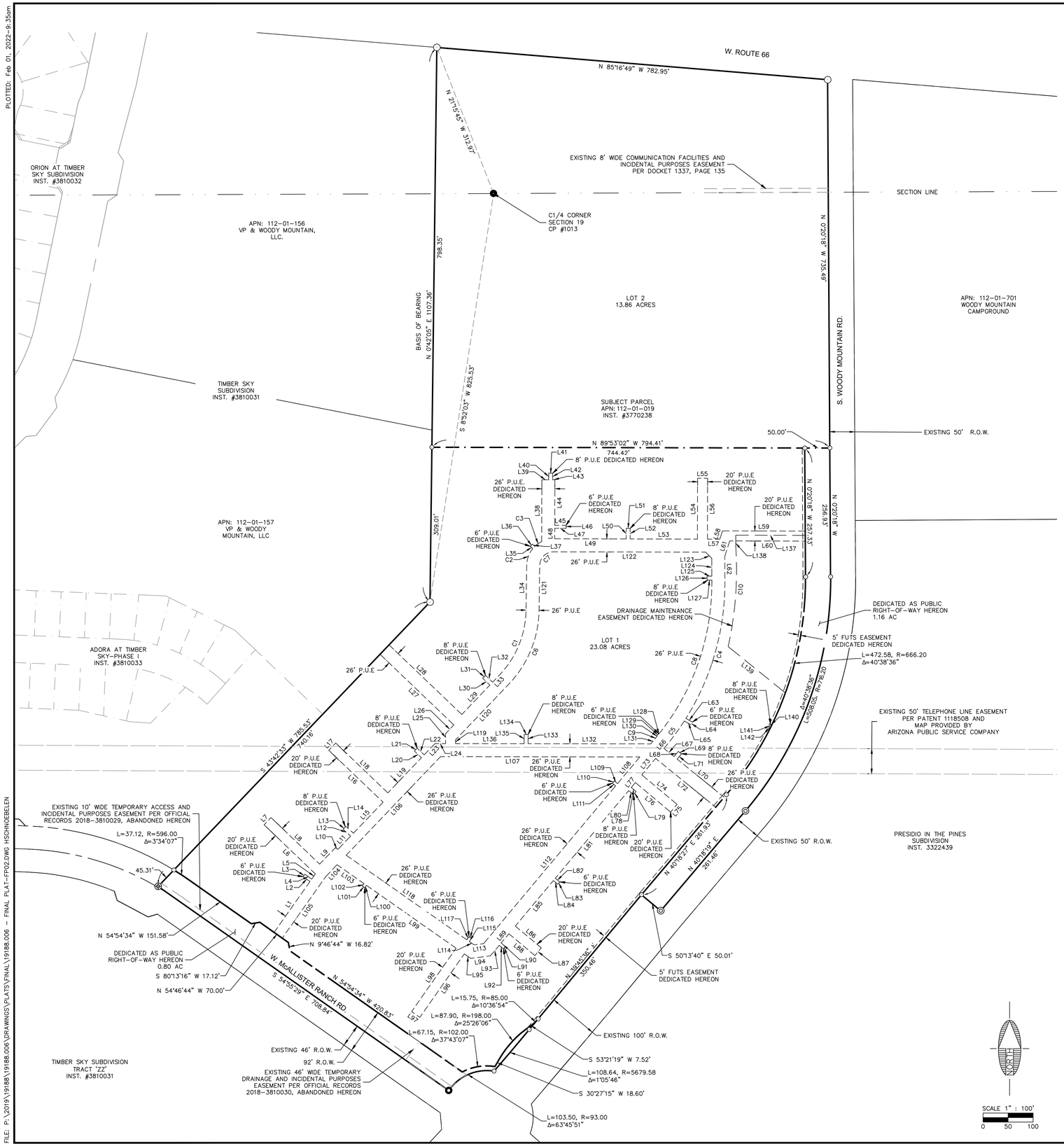
Shephard Wesnitzer, Inc.

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

DRAWING NO.
EB01

SHT NO. 2 OF 3

PLOTTED: Feb 01, 2022-9:35am



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	124.25	N 35°12'30" E
L2	16.68	S 54°47'30" E
L3	6.00	S 35°12'30" W
L4	16.68	N 54°47'30" W
L5	12.71	N 35°12'30" E
L6	141.79	S 46°16'29" E
L7	20.00	S 43°43'31" W
L8	134.51	S 46°16'29" E
L9	45.47	S 43°43'31" W
L10	6.07	N 54°58'12" W
L11	36.87	S 43°43'31" W
L12	20.06	S 48°06'17" E
L13	8.00	N 41°53'43" E
L14	20.32	S 48°06'17" E
L15	85.60	S 43°43'31" W
L16	150.01	S 46°16'29" E
L17	20.00	N 43°43'31" E
L18	144.01	S 46°16'29" E
L19	97.09	S 43°43'31" W
L20	19.45	S 46°38'31" E
L21	8.00	S 43°21'29" W
L22	19.50	S 46°38'31" E
L23	31.09	S 43°43'31" W
L24	21.19	S 89°54'42" E
L25	20.04	S 0°05'18" W
L26	23.89	N 43°43'31" E
L27	203.95	N 46°16'29" W
L28	200.96	N 46°16'29" W
L29	81.21	S 43°43'31" W
L30	19.80	S 46°24'53" E
L31	8.00	S 43°35'07" W
L32	19.82	S 46°24'53" E
L33	19.62	S 43°43'31" W
L34	89.79	S 0°49'56" W
L35	6.85	S 45°39'45" E
L36	6.00	N 44°20'15" E
L37	6.65	S 45°39'45" E
L38	123.39	N 0°07'51" E
L39	13.70	N 89°52'09" W
L40	13.07	N 0°07'51" E
L41	8.00	S 89°52'09" E
L42	13.07	N 0°07'51" E
L43	4.30	N 89°52'09" W
L44	90.88	N 0°07'51" E
L45	22.50	N 89°51'53" W
L46	6.00	N 0°08'07" E
L47	22.50	N 89°51'53" W
L48	21.00	N 0°07'51" E
L49	142.62	N 89°52'09" W
L50	21.25	N 0°07'51" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L51	8.00	S 89°52'09" E
L52	21.25	N 0°07'51" E
L53	134.34	N 89°52'09" W
L54	121.47	N 0°07'40" E
L55	20.00	N 89°52'20" W
L56	121.47	N 0°07'40" E
L57	24.62	N 89°52'09" W
L58	17.32	N 17°55'43" E
L59	165.26	S 89°52'22" E
L60	150.84	S 89°52'10" E
L61	32.13	N 17°55'43" E
L62	51.71	N 0°12'27" W
L63	15.13	S 60°19'37" E
L64	6.00	S 29°40'23" W
L65	15.42	N 60°19'37" W
L66	4.91	N 39°55'23" E
L67	26.02	S 50°56'14" E
L68	13.44	S 39°03'46" W
L69	8.00	N 50°56'14" W
L70	120.36	S 50°56'14" E
L71	13.44	S 39°03'46" W
L72	154.77	S 50°56'14" E
L73	42.88	N 39°55'23" E
L74	91.76	N 50°04'37" W
L75	20.00	S 39°55'23" W
L76	91.76	N 50°04'37" W
L77	12.91	N 39°55'23" E
L78	12.56	N 50°07'09" W
L79	8.00	S 39°52'51" W
L80	12.56	N 50°07'09" W
L81	228.23	N 39°55'23" E
L82	11.50	N 50°04'37" W
L83	6.00	S 39°55'23" W
L84	11.50	N 50°04'37" W
L85	118.45	N 39°55'23" E
L86	67.77	S 50°02'57" E
L87	20.00	S 39°57'03" W
L88	67.76	S 50°02'57" E
L89	24.05	N 39°55'23" E
L90	11.00	N 50°04'37" W
L91	6.00	S 39°55'23" W
L92	11.00	N 50°04'37" W
L93	27.46	N 39°55'23" E
L94	39.59	N 82°28'36" E
L95	15.68	S 54°58'12" E
L96	154.68	N 35°01'48" E
L97	20.00	N 54°58'12" W
L98	154.68	N 35°01'48" E
L99	218.56	S 54°58'12" E
L100	5.90	N 35°01'48" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L101	6.00	N 54°58'12" W
L102	5.90	S 35°01'48" W
L103	65.61	N 54°58'12" W
L104	33.11	S 43°43'31" W
L105	150.12	N 35°12'30" E
L106	272.46	S 43°43'31" W
L107	397.99	S 89°54'42" E
L108	69.37	N 39°55'23" E
L109	8.46	S 50°04'37" E
L110	6.00	S 39°55'23" W
L111	8.46	S 50°04'37" E
L112	410.60	N 39°55'23" E
L113	19.34	N 82°28'36" E
L114	11.57	S 54°58'12" E
L115	7.50	S 35°01'48" W
L116	6.00	N 54°58'12" W
L117	7.50	S 35°01'48" W
L118	294.17	S 54°58'12" E
L119	7.69	S 0°05'18" W
L120	153.86	S 43°43'31" W
L121	89.79	S 0°49'56" W
L122	303.67	N 89°52'09" W
L123	17.46	N 44°52'09" W
L124	35.59	N 0°12'27" W
L125	9.50	N 89°47'33" E
L126	8.00	N 0°12'27" W
L127	9.50	N 89°47'33" E
L128	0.99	N 51°00'49" W
L129	6.00	S 38°59'11" W
L130	0.99	S 51°00'49" E
L131	14.95	N 39°55'23" E
L132	244.91	S 89°54'42" E
L133	18.45	S 0°14'00" W
L134	8.00	S 89°46'00" E
L135	18.47	S 0°14'00" W
L136	136.72	S 89°54'42" E
L137	138.81	S 89°51'02" E
L138	22.06	N 0°12'27" W
L139	146.99	N 50°59'08" W
L140	2.89	S 61°41'10" E
L141	8.00	S 28°18'50" W
L142	3.17	S 61°41'10" E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	143.36	191.50	42°53'36"
C2	35.82	53.50	38°21'39"
C3	17.06	53.50	18°16'31"
C4	286.73	508.50	32°18'28"
C5	63.42	508.50	7°08'45"
C6	162.83	217.50	42°53'36"
C7	42.86	27.50	89°17'55"
C8	327.06	482.50	38°50'16"
C9	4.89	482.50	0°34'50"
C10	201.67	712.04	16°13'40"

LEGEND

- ● FOUND 1/2" REBAR WITH CAP LS 4321"
- ○ FOUND 1/2" REBAR
- ⊕ FOUND REBAR WITH CAP LS 14184
- ◎ FOUND ALUMINUM CAP LS 40321
- ◉ FOUND ALUMINUM CAP LS 14671
- ○ MONUMENT TO BE SET

- BOUNDARY TIE LINE
- ADJACENT PROPERTY LINE
- BOUNDARY LINE
- ROW LINE
- SECTION LINE
- EASEMENT
- ROAD CENTERLINE
- 401-XX-XXX ASSESSOR'S PARCEL NUMBER (APN)
- ROW RIGHT-OF-WAY
- #000000 INSTRUMENT NUMBER PER COCONINO COUNTY RECORDER

FILE: P:\2019\19188\19188.006\DRAWINGS\PLATS\FINAL\19188.006 - FINAL PLAT-FP02.DWG HSCHNOEBELEN

FLAGSTAFF ARIZONA

@LIV SUBDIVISION

FINAL PLAT

JOB NO:	22014
DATE:	FEB 22
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	KMF
CHECKED:	ADB

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

Shephard Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

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

DRAWING NO.
FP01

SHT NO.	OF
3	3

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

City of Flagstaff — Community Development Division

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

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

Property Owner(s) VP 66 & Woody Mountain, LLC		**Phone** 480-231-0814
Mailing Address 2502 E. Camelback Road, No. 214	**City, State, Zip** Phoenix, AZ 85016	**Email** Walter@vintagevp.com
Applicant(s) Vintage Partners 2.0, LLC		**Phone** 602-459-9929
Mailing Address 2502 E. Camelback Road, No. 214	**City, State, Zip** Phoenix, AZ 85016	**Email** Mark@vintagevp.com
Project Representative Mark Ortman		**Phone** 602-459-9929
Mailing Address 2502 E. Camelback Road, No. 214	**City, State, Zip** Phoenix, AZ 85016	**Email** Mark@vintagevp.com

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

Project Name: @LIV	**Site Address** 2701 S. Woody Mountain Rd.		**Parcel Number** 112-01-019
Proposed Use Residential	**Existing Use** Undeveloped	**Subdivision, Tract & Lot Number** n/a	
Zoning District Medium Density Residential & G - General - 10 ac min.	**Regional Plan Category** Suburban Future	**Flood Zone** Zone X	**Size of Site (Sq. ft. or Acres)** +/- 36.94 ac

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

Surrounding Uses (Res, Com, Ind)	North	South	East	West
	COF Public Works	Undeveloped	Residential	Residential

Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
	2 parcels		N - 13.86 ac/ S - 23.08 ac	

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

Property Owner Signature: (required)	Date: 1-28-22	Applicant Signature:	Date: 1-28-22

For City Use

Date Filed:		**Case Number (s)**			
P & Z Hearing Date:			**Publication and Posting Date:**		
Council Hearing Date:			**Publication and Posting Date:**		
Fee Receipt Number:		**Amount:**		**Date:**	
Action by Planning and Zoning Commission:			**Action By City Council:**		
☐ Approved			☐ Approved		
☐ Denied			☐ Denied		
☐ Continued			☐ Continued		
Staff Assignments	**Planning**	**Engineering**	**Fire**	**Public Works/Utilities**	**Stormwater**

11. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Senior Planner
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration and Approval of Final Plat Case No. PZ-18-00030-07, Mogollon Engineering on behalf of Mongini & Selna Living Trust, requests Final Plat approval for The Lofts at Continental located at 5531 E Cortland Boulevard, a two-lot subdivision in the High Density Residential (HR) and Highway Commercial (HC) zones.

STAFF RECOMMENDED ACTION:

Staff recommends the City Council approve the Final Plat and authorize the Mayor to sign the Final Plat when notified by staff that all documents are ready for signature and recordation.

Executive Summary:

This is a request for Final Plat for two lots on 19.26 acres in both the High Density Residential (HR) and Highway Commercial (HC) zones. The two lots will be split based on the current zoning boundaries. The HR lot will be 11.23 acres which was rezoned in March of this year to support The Lofts at Continental multifamily residential development. The HC zoned lot will be 5.76 acres. No development has been proposed for this lot. The remainder of the acreage will be dedicated as right-of-way. The subject property is currently vacant.

Financial Impact:

No financial impacts are anticipated with this Final Plat.

Policy Impact:

There are no policy impacts affiliated with this Final Plat.

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

Priority Based Budget Key Community Priorities and Objectives

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

Carbon Neutrality Plan

DD-1: Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.

DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

Regional Plan

- Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure project and maintenance.
- Policy LU.5.2 Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.
- Policy WR.4.3 Development requiring public utility services will be located within the Urban Growth Boundary.

Has There Been Previous Council Decision on This:

There has been no previous Council decision on this subdivision plat.

In March 2022, the City Council approved a rezoning request for the eastern portion of the subject property from Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones to High Density Residential (HR) to support a multifamily residential development.

Options and Alternatives:

1. Approve the Final Plat with no conditions as recommended by staff.
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 Specification for New Infrastructure.

Background/History:

In March 2022, the City Council approved a rezoning of the eastern portion of the subject property to support the development of a 139-unit multifamily residential development. This subdivision plat proposes to split the existing 19.26 acre parcel along the new zoning boundaries. This will allow the multifamily development to move forward and allow the property owner to pursue development options on the western portion of the site. The subdivision plat will also provide the required right-of-way and public utility easements necessary to support future development.

Key Considerations:

The proposed subdivision consists of two lots and new right-of-way.

Community Involvement:

Inform. The existing zoning of the property allows for the proposed subdivision. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of the Final Plat review process.

Attachments: Final Plat
Application

DEDICATION:

STATE OF ARIZONA }
COUNTY OF COCONINO } SS.

KNOW ALL MEN BY THESE PRESENTS: THAT MONGINI & SELNA CHILDRENS IRREVOCABLE LIVING TRUST HAS SUBDIVIDED UNDER THE NAME THE LOFTS AT CONTINENTAL, A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST 1/4 OF SECTION 8, T21N R8E, INSTRUMENT 3695021, COCONINO COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES PUBLISH THIS PLAT AS AND FOR THE PLAT OF THE LOFTS AT CONTINENTAL AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH UNIT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH UNIT, TRACT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

PARCEL "1": IS HEREBY RESERVED BY MONGINI & SELNA CHILDRENS IRREVOCABLE LIVING TRUST FOR FUTURE DEVELOPMENT.

UNDEVELOPED R.O.W. IS HEREBY DEDICATED TO THE CITY OF FLAGSTAFF, IN FEE SIMPLE, ALL PUBLIC RIGHTS-OF-WAY SHOWN ON THE PLAT FOR PUBLIC USE. GRANTOR AS ABUTTING PROPERTY OWNER SHALL MAINTAIN THE SIDEWALK AND LANDSCAPING WITHIN THE RIGHT-OF-WAY BETWEEN THE STREET CURB AND THE ABUTTING PROPERTY, IN COMPLIANCE WITH THE FLAGSTAFF CITY CODE.

PARCEL "2": IS HEREBY RESERVED BY MONGINI & SELNA CHILDRENS IRREVOCABLE LIVING TRUST FOR FUTURE DEVELOPMENT.

PUBLIC RIGHT OF WAY: GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, IN FEE SIMPLE, ALL PUBLIC RIGHT-OF-WAY SHOWN ON THE PLAT FOR PUBLIC USE. GRANTOR OR SUCCESSOR IN INTEREST AS ABUTTING PROPERTY OWNER SHALL MAINTAIN THE SIDEWALK AND LANDSCAPING WITHIN THE RIGHT-OF-WAY BETWEEN THE STREET CURB AND THE ABUTTING PROPERTY IN COMPLIANCE WITH THE FLAGSTAFF CITY CODE.

DRAINAGE EASEMENT (DE): FOR PUBLIC USE, FOR DRAINAGE AND FLOOD CONTROL CONTROL PURPOSES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF NATUAL AND MAN-MADE CHANNELS, WASHES, WATERCOURSES, LEVEES, DIKES, DAMS, RETENTION AND DETENTION BASINS, STORAGE BASINS, STORM DRAINS, MONITORING DEVICES. CITY IS RESPONSIBLE FOR MAINTENANCE OF THE EASEMENT AREA FOR DRAINAGE AND FLOOD CONTROL PURPOSES.

FLAGSTAFF URBAN TRAILS SYSTEM (FUTS): FOR PUBLIC ACCESS PURPOSES FOR PEDESTRIANS AND BICYCLES, INCLUDING WITHOUT LIMITATION THE CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION OF THE THE FLAGSTAFF URBAN TRAILS SYSTEM, INCLUDING ANY CITY FENCING, WALLS, GRADING, LANDSCAPING, LATERAL AND SUBJACENT SUPPORT, DRAINAGE STRUCTURES AND FACILITIES, SIGNS, OR OTHER FEATURES ASSOCIATED WITH THE TRAIL. MOTORIZED USES AND PRIVATE IMPROVEMENTS ARE PROHIBITED IN THE EASEMENT AREA, UNLESS PERMITTED THE THE FLAGSTAFF CITY CODE OR FOR CITY OPERATIONAL PURPOSES.

EASEMENTS: GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION, 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 AS FOLLOWS: PUBLIC UTILITY EASEMENT FOR PUBLIC USE, FOR UTILITY PURPOSES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF ELECTRICITY, ENERGY, GAS, WATER, SEWER, PUBLIC STORM WATER SYSTEM, TELECOMMUNICATIONS, INTERNET SERVICES, CABLE TELEVISION, AND OTHER UTILITIES.

EASEMENT GENERAL CONDITIONS: ALL EASEMENTS GRANTED HEREIN ARE SUBJECT TO THE FOLLOWING GENERAL CONDITIONS: (A) GRANTOR SHALL NOT ALLOW USE OF THE EASEMENT AREA IN A MANNER THAT INTERFERES WITH EASEMENT. (B) GRANTOR OR SUCCESSOR IN INTEREST 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.

INTERIM LIABILITY: MONGINI & SELNA CHILDRENS IRREVOCABLE LIVING TRUST, DOES HEREBY RELEASE AND DISCHARGE THE CITY OF FLAGSTAFF, AND INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF FLAGSTAFF, OF AND FROM ANY LIABILITY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER 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. GRANTOR OR SUCCESSOR IN INTEREST SHALL MAINTAIN THE NEWLY DEDICATED PUBLIC RIGHTS-OF-WAY UNTIL THE ACCEPTANCE DATE.

ABANDONMENT: ALL EASEMENTS AND 88' FUTURE RIGHT-OF-WAY SHOWN ON UNIT 2 PARCEL OF PINES ESTATES EAST, CASE 4 MAP 152, INSTRUMENT 3149889 & 3149890 ARE ABANDONED HEREON.

NOW, THEREFORE, IN WITNESS WHEREOF, MONGINI & SELNA CHILDRENS IRREVOCABLE LIVING TRUST, HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS REPRESENTATIVE, THEREUNTO AUTHORIZED.

DONE AT _____, ARIZONA, THIS _____ DAY OF _____ 20___,

BY: _____
MICHAEL E.J. MONGINI (MANAGING MANAGER)

STATE OF ARIZONA }
COUNTY OF COCONINO } SS.

ON THIS _____ DAY OF _____ 20___, BEFORE ME PERSONALLY APPEARED MICHAEL E.J. MONGINI, THE MANAGING MANAGER.
FOR AND ON BEHALF THEREOF, WHOSE IDENTITY WAS PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIM TO BE, AND ACKNOWLEDGED THAT HE OR SHE SIGNED THE ABOVE DOCUMENT.

_____
NOTARY PUBLIC

OCCUPANCY:

NO CERTIFICATE OF OCCUPANCY FOR ANY RESIDENCE MAY BE ISSUED NOR MAY ANY RESIDENCE ERECTED IN THIS TRACT BE OCCUPIED UNTIL THE REQUIRED WATER, SEWER, AND ALL OTHER ESSENTIAL UTILITIES ARE INSTALLED AND AN ALL-WEATHER ACCESS ROADWAY TO THE RESIDENCE IS CONSTRUCTED AND APPROVED OR ACCEPTED BY THE CITY ENGINEER.

NOTES:

EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
A. REMOVABLE WOOD, WIRE, OR SECTION-TYPE FENCING
B. CONSTRUCTION, STRUCTURES, OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

CONSTRUCTION OF LANDSCAPING WITHIN CLEAR VIEW ZONES IS RESTRICTED PER THE CITY OF FLAGSTAFF ENGINEERING DESIGN & CONSTRUCTION STANDARDS & SPECIFICATIONS FOR NEW INFRASTRUCTURE (2017 EDITION) – SECTION 13-10-006-0002, INTERSECTION SIGHT TRIANGLES, CLEAR VIEW ZONES.

NO FENCING, RE-GRADING, DISTURBANCE OF NATURAL GROUND, PLACEMENT OF FILL OR ANY OTHER OBSTRUCTIONS ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS.

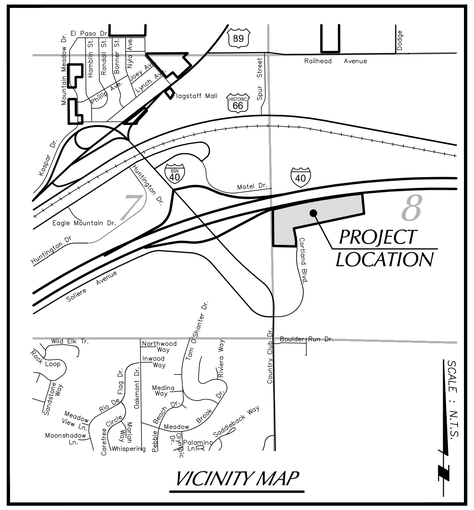
FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED ON SITE WHEN ANY PORTION OF THE FACILITY OR BUILDING IS BEYOND 150 FEET FROM APPROVED FIRE APPARATUS ACCESS ROADWAYS AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING OR FACILITY. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE SUBSTITUTED FOR MEETING THIS REQUIREMENT WHEN APPROVED BY THE FIRE DEPARTMENT. CONFER WITH THE FLAGSTAFF FIRE DEPARTMENT FIRE PREVENTION OFFICER TO DETERMINE THE SPECIFIC MEANS OF COMPLIANCE.

MAINTENANCE OF LOCAL ON-SITE L.I.D. FACILITIES:

1. THE OWNER(S) SHALL BE SOLELY RESPONSIBLE FOR THE OPERATION, MAINTENANCE, AND LIABILITY FOR ALL DETENTION FACILITIES.
2. THE CITY OF FLAGSTAFF MAY PERIODICALLY INSPECT SAID DETENTION FACILITIES TO VERIFY THAT REGULAR MAINTENANCE ACTIVITIES ARE BEING PERFORMED ADEQUATELY.

FINAL 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

PROJECT INFORMATION

PROJECT NAME:	THE LOFTS AT CONTINENTAL
PROJECT LOCATION:	5531 E. CORTLAND BLVD.
APN NUMBER:	113-37-001E
TOTAL ACREAGE:	19.26462± (839,167 S.F.)
NUMBER OF PARCELS:	2
PARCEL "1" ACREAGE:	5.76756± (251,235 S.F.)
UNDEVELOPED R.O.W.	2.26830± (98,807 S.F.)
PARCEL "2" ACREAGE:	11.22874± (489,124 S.F.)
OWNER / SUBDIVIDER:	MONGINI & SELNA CHILDRENS IRREVOCABLE LIVING TRUST PO BOX 35 JEROME, AZ. 86331 (928) 699-4381

INDEX TO SHEETS

1	COVER SHEET & PROJECT INFORMATION
2	FINAL PLAT

CIVIL ENGINEER OF SUBDIVISION

THE PREPARATION OF ENGINEERING DRAWINGS FOR THIS SUBDIVISION HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC., 411 W. SANTA FE AVE., FLAGSTAFF, AZ. 86001
MR. ROBERT D. BEGLEY (CERTIFICATE No. 29312)
MR. ROBERT C. IMPELLITIER (CERTIFICATE No. 22196)

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.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V. HOTSENPILLER
PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

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.

UTILITY COMPANY ACKNOWLEDGMENT

MARTIN CONBOY UNISOURCE ENERGY	DATE
MANUEL HERNANDEZ CENTURYLINK	DATE
CHAD BROOKS ARIZONA PUBLIC SERVICE	2/11/22 DATE
RICHARD DAVIS SUDDENLINK	2/14/22 DATE

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.

CITY OF FLAGSTAFF:
IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ON THE

_____ DAY OF _____, 20___

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE PLANNING DIRECTOR AND CITY ENGINEER, CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA ON THE

_____ DAY OF _____, 20___

BY: _____
PLANNING DIRECTOR

BY: _____
CITY ENGINEER

Mogollon Inc ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

THE LOFTS AT CONTINENTAL
FINAL PLAT
2/11/22
MES# 20356

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 2/11/22	PROJECT NO. 20356
DESIGNED BY: MME	FN: SHEET-02.DWG
DRAWN BY: MME	VERT SCALE: N/A
CHECKED BY: KVH/RDB	HOR SCALE: 1"=60'

REVISIONS REVISED PER C.O.F. COMMENTS DATED 2/10/22

SHEET NO. 1 OF 2
COF PROJECT # PZ-20-00183

FOUND 1.5" ALUM. CAP LS 22258

W 1/4 CORNER SEC 8 T 21 N, R 8 E

N88°35'01"W 2619.45'

C 1/4 CORNER SEC 8 T 21 N, R 8 E

FOUND 2" ALUM. CAP LS 18221

INTERSTATE 40

A.D.O.T. RIGHT OF WAY MAP DRAWING No. D-3T-548 DATED AUGUST 1961

A.D.O.T. RESULTS OF SURVEY MAP DRAWING No. D-03T-702 DATED DECEMBER 2012

EX 88' WIDE NON-EXCLUSIVE EASEMENT FOR INGRESS/EGRESS & UTILITIES, INSTRUMENT 3149889, 3149890, & CASE 4 MAP 152

EXISTING A.D.O.T. R.O.W.

FOUND 3" ALUM. CAP RLS 35113

OLD A.D.O.T R.O.W.

N81°21'17"E 391.59'

UNDEVELOPED R.O.W. 98,807 S.F. 2.26830± ACRES

FOUND A.D.O.T. BRASS TABLET

R=14123.95' L=279.49' D=01°08'02" T=139.75'

R=14078.95' L=277.81' D=01°07'50" T=138.91'

PROPOSED 45' R.O.W. TO BE DEDICATED TO THE C.O.F.

FOUND REBAR W/ ALUM. CAP RLS 14671

113-37-001F CITY OF FLAGSTAFF INSTRUMENT No. 3149890

PROJECT BOUNDARY

N05°43'31"W 375.34'

EX NON-EXCLUSIVE EASEMENT FOR INGRESS/EGRESS & UTILITIES, INSTRUMENT No. 3149889 & 3149800, TO BE ABANDONED HEREON.

PROPOSED 45' R.O.W. TO BE DEDICATED TO THE C.O.F.

R=9000.00' L=770.40' D=04°54'16" T=385.43'

R=8955.00' L=659.63' D=04°13'14" T=329.97'

N78°15'43"E 721.78'

S81°21'17"W 391.02'

TO BE ABANDONED HEREON

EX 8' P.U.E. PER INSTRUMENT No. 3149889, 3149890, & CASE 4 MAP 152

ABANDONMENT;
ALL EASEMENTS AND THE 88 FOOT FUTURE STREET ROW AS SHOWN ON THE PLAT FOR PINES EAST UNIT 1, CASE 4 MAP152 LABELED AS UNIT 2 (WHICH WAS NEVER PERFECTED) ARE HEREBY ABANDONED HEREON ALONG WITH EASEMENTS SHOWN IN INSTRUMENTS 3149889 & 3149890.

FOUND 1/2" REBAR W/ PLASTIC CAP RLS 15851

S78°03'30"W 59.35'

FOUND REBAR W/ ALUM. CAP RLS 14671

N76°26'10"E 10.65'

N76°26'10"E 238.34'

NEW F.U.T.S. EASEMENT

30'

20'

FOUND 1/2" REBAR W/ ALUM. CAP RLS 26406

EX. PUBLIC WATERLINE EASEMENT PER INST. 3816356

S10°16'31"E 117.29'

NEW F.U.T.S. EASEMENT

R=25.00' L=40.70' D=93°17'19" T=26.48'

R=78.50' L=152.31' D=110°05'24" T=2.09'

R=954.93' L=401.50'

R=123.50' L=57.16' D=26°31'17" T=29.07'

ABANDONED A.D.O.T. R.O.W. PER INSTRUMENT No. 3399821.

EX. 10' WIDE A.P.S. PER INST. 3762535.

N62°51'05"E 371.43'

S36°56'42"E 89.97'

S36°56'42"E 89.61'

NEW 40' T.C.E.

NEW 15' F.U.T.S. EASEMENT

R=73.50' L=157.85' D=123°02'56" T=135.51'

EX. 50' RADIUS TEMPORARY TURN AROUND EASEMENT PER DKT. 1377, PAGE 804

R=73.50' L=45.74' D=35°39'19" T=23.64'

UNDEVELOPED R.O.W. 98,807 S.F. 2.26830± ACRES

R=73.50' L=133.99' D=104°27'00" T=94.84'

NEW 40' T.C.E.

R=13.00' L=8.06' D=35°30'31" T=4.16'

R=251.00' L=50.14' D=11°26'40" T=25.15'

NEW 25' F.U.T.S. EASEMENT

R=811.38' L=25.30' D=01°47'12" T=12.65'

EX 88' WIDE NON-EXCLUSIVE EASEMENT FOR INGRESS/EGRESS & UTILITIES, INSTRUMENT 152 CASE 4 MAP 152

OLD A.D.O.T R.O.W.

TO BE ABANDONED HEREON

NEW 26' P.U.E. SEE DETAIL "A" BELOW

R=13.00' L=12.12' D=53°25'08" T=6.54'

N10°57'05"W 35.74'

N79°04'33"E 7.00'

N79°04'33"E 88.00'

EX 88' R.O.W.

N67°54'06"W 27.65'

N10°57'05"W 35.67'

N78°05'39"E 7.00'

FOUND 1/2" REBAR

FOUND 1/2" REBAR W/ ALUM. CAP RLS 26406

EX 8' P.U.E. PER INSTRUMENT No. 3149889

NEW 15'x16' PUBLIC DRAINAGE EASEMENT SEE DETAIL "B" BELOW

R=149.00' L=14.75' D=05°40'16" T=7.38'

(NEW 40' T.C.E.)

FOUND REBAR W/ ALUM. CAP RLS 14671

PARCEL "1" 251,235 S.F. 5.76756± ACRES

PARCEL "2" 489,124 S.F. 11.22874± ACRES

N78°05'39"E 1243.53' BASIS OF BEARINGS

NEW 20' F.U.T.S. EASEMENT

PROJECT BOUNDARY

113-37-001D DOCKET 2040, PAGE 198 PINES EAST - UNIT 1 CASE 4, MAP 152

113-29-009 LOT 4 COUNTRY CLUB & 140 - UNIT 1 INSTRUMENT No. 3705203

N00°28'03"W 357.75'

N00°28'03"W 292.91'

N00°28'03"W 388.01'

CORTLAND BLVD

N10°57'05"W 154.27'

R=448.67' L=147.49' D=18°50'06" T=74.42'

FOUND REBAR W/ ALUM. CAP RLS 14671

N06°43'11"E 9.88'

FOUND 1/2" REBAR W/ ALUM. CAP RLS 26406

FOUND REBAR W/ CAP RLS 31030

S88°34'59"E 422.12'

S88°34'59"E 829.76'

S88°34'59"E 242.41'

FOUND 5/8" REBAR

FOUND 1/2" REBAR

113-37-002K DOCKET 2040, PAGE 195

FOUND 1/2" REBAR W/ ALUM. CAP RLS 26406

N00°28'03"W 1625.02'

SEC 7 SEC 8 SEC 18 SEC 17

FOUND 4" BRASS CAP IN HAND HOLE

T 21 N R 8 E

SCALE: 1"=60'

0 30 60 120

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

R=73.50' L=45.74' D=35°39'19" T=23.64'

R=73.50' L=46.34' D=36°07'36" T=23.97'

R=73.50' L=157.85' D=123°02'56" T=135.51'

N78°05'39"E 10.14'

R=73.50' L=26.14' D=20°22'30" T=13.21'

10'

R=73.50' L=113.99' D=104°27'00" T=94.84'

N78°05'39"E 10.14'

R=73.50' L=61.51' D=47°56'53" T=32.68'

R=13.00' L=12.12' D=53°25'08" T=6.54'

DETAIL "A"
SCALE: 1"=60'

S76°38'40"W 15.03'

R=13.00' L=12.12' D=53°25'08" T=6.54'

R=134.00' L=14.12' D=06°02'14" T=7.07'

R=149.00' L=14.75' D=05°40'16" T=7.38'

N10°57'05"W 1.26'

N10°57'05"W 1.89'

S76°38'40"W 15.01'

DETAIL "B"
SCALE: 1"=20'

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

THE LOFTS AT CONTINENTAL
FINAL PLAT

2/24/22

MES# 20356

REGISTERED LAND SURVEYOR CERTIFICATE NO. 20356 ARIZONA U.S.A.

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING

Mogollon Inc

DATE: 2/24/22	PROJECT NO. 20356	REVISIONS REVISED PER C.O.F. COMMENTS DATED 2/10/22
DESIGNED BY: TMM	FN: SHEET-02.DWG	
DRAWN BY: MKE	VERT SCALE: N/A	
CHECKED BY: KVH/RDB	HOR SCALE: 1"=60'	

SHEET NO. 2 OF 2

CONCEPT-4

COF PROJECT # PZ-20-00183

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

SUBD

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

Property Owner(s) Mongini & Selna		**Phone** 928-699-4381
Mailing Address P.O. Box 35	**City, State, Zip** Jerome AZ 86331	**Email** mem@h2m2law.com
Applicant(s) Mogollon Engineering		**Phone** 214-0214
Mailing Address 411 W. Santa Fe	**City, State, Zip** Flagstaff AZ 86001	**Email** mogollon99@aol.com
Project Representative Mogollon Engineering		**Phone** 214-0214
Mailing Address	**City, State, Zip**	**Email**

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

Project Name: The Lofts @ Continental	**Site Address** 5531 E. Cortland Blvd.		**Parcel Number** 113-37-001E
Proposed Use Lot Split	**Existing Use** vacant		**Subdivision, Tract & Lot Number** n/a
Zoning District HC, LI-O, and R+D	**Regional Plan Category** Suburban	**Flood Zone** X	**Size of Site (Sq. ft. or Acres)** 19.26 ac

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

Surrounding Uses (Res, Com, Ind)	North	South	East	West
	I-40	Res	vacant	Com

Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
	3	0	0	0

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

Property Owner Signature: (required)	Date:	Applicant Signature:	Date:
Kent Holzwarth for Mike Mongini	2/1/22	Kent Holzwarth	2/1/22

For City Use

Date Filed:	**Case Number (s)**	
P & Z Hearing Date:		**Publication and Posting Date:**
Council Hearing Date:		**Publication and Posting Date:**
Fee Receipt Number:	**Amount:**	**Date:**

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

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

11. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Christine Cameron, Project Manager III
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration and Approval of BNSF Railway Preliminary Engineering Services Agreement:
ADOT B40/Milton Underpass and BNSF Railway Bridge Reconstruction Document Review.

STAFF RECOMMENDED ACTION:

1. Approve the Milton Bridge Reconstruction Project (Project) Preliminary Engineering Services Agreement (Agreement) with BNSF Railway (BNSF) in the amount of $96,973; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

- The Milton Bridge/Rail reconstruction is required to provide an alternative track alignment in order to construct the City's Rio de Flag Flood Control Project and the Florence to Walnut Pedestrian Underpass.
- The recommended approval of the Agreement with BNSF will authorize reimbursement for BNSF's contracted engineering services to review the project construction documents.

Financial Impact:

The Agreement will be funded by the Rio de Flag Flood Control Project FY2021-2022 budget of $2,354,208 (Account No. 206-08-385-3236-0-4433).

Policy Impact:

No Impact.

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:

No.

Options and Alternatives:

1. Approve the Agreement as recommended. Approval will allow project coordination with BNSF to proceed; or
2. Reject the approval and provide additional direction to staff. This option would delay project development.

Background/History:

Early planning for the Rio de Flag Project rail undercrossing had included a temporary BNSF operations "track window" for trains to run on one main line track at a time while the other track could be taken out of service long enough to construct the box culvert. Over time, BNSF operations on their Southern Transcontinental Main have grown exponentially and the organization will not support outages because of nation-wide impacts. The alternative to track closures is to provide an additional off-set alignment (shoo-fly) so two tracks can be operational at all times. Due to the proximity of the Milton Bridge structure to the future Rio de Flag undercrossing, the bridge itself will need to accommodate the additional track.

In early 2021, the City contracted with WSP to conduct a feasibility and concept engineering analysis for the bridge reconstruction. Findings from the concept report, which was completed in January 2022, demonstrated viability for track relocation, bridge reconstruction, and ADOT Milton roadway reconstruction. BNSF staff has been reviewing the materials in-house to date. Moving forward, they require a Preliminary Engineering Agreement to fund external consultants to review and coordinate with the City on the full design. This agreement is standard to all BNSF public projects.

Key Considerations:

There are many key considerations for the Milton Bridge Reconstruction Project, Including:

- Provides a state-standard bridge clearance between Milton roadway and the bottom of the bridge deck. The clearance is currently 13' 9" and larger vehicles occasionally get caught by the constraint. The reconstructed clearance will be 16' 6" and will improve roadway safety.
- Provides rail mitigation operations to construct the Florence to Walnut Pedestrian Underpass.
- Provides rail mitigation operations to construct the Rio de Flag Flood Control Project and Pedestrian Underpass.
- Reconstruction and functional improvement of the ADOT Milton/Sitgreaves/Santa Fe intersection, which will improve safety.

- Reconstruction of the Milton Road consistent with ADOT's Corridor Master Plan, which will provide enhanced bike and pedestrian improvements.
- Provide a pedestrian underpass to link north and south downtown and serve the future Mountain Line Downtown Connection Center.
- Additional grade-seperated pedestrian facilities increases safety, promotes ridership, and supports goals of the City's Carbon Neutrality Plan.
- Replaces a 1935-era bridge structure that will require future replacement.
- Provides BNSF a third main line track.

Expanded Financial Considerations:

The Agreement will be funded by the Rio de Flag Flood Control Project FY2021-2022 budget of $2,354,208 (Account No. 206-08-385-3236-0-4433).

Community Benefits and Considerations:

Reconstruction of the Milton Bridge will provide many benefits to the community. Please reference the **Key Considerations Section** above for a discussion on those items.

Community Involvement:

There are several projects associated with the Milton Bridge reconstruction, including the Florence to Walnut Pedestrian Underpass, the Rio de Flag Flood Control Project, and ADOT's Corridor Master Plan, all of which have had public involvement efforts. Going forward, the bridge reconstruction as well as the overall Downtown Mile Project will be presented to the public for engagement and information.

Expanded Options and Alternatives:

1. Approve the Agreement as recommended. Approval will allow BNSF to proceed with plan review and project coordination; or
2. Reject the Agreement and provide additional direction to staff. This option would delay the coordination on the bridge reconstruction and the required Rio de Flag Flood Control project Construction and Maintenance Agreement.

Attachments: Milton Bridge PEA
Milton Bridge PEA fee
Milton Bridge vicinity map

PRELIMINARY ENGINEERING SERVICES AGREEMENT
Project Review

BNSF File No.: BF-20184519
Mile Post 344.49
Line Segment 7200
U.S. DOT Number 025134V
Seligman Subdivision

This Agreement **("Agreement")**, is executed to be effective as of _____ **("Effective Date")**, by and between BNSF RAILWAY COMPANY, a Delaware corporation **("BNSF")** and the City of Flagstaff, a political subdivision of the State of [State] **("Agency")**.

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Flagstaff, State of Arizona;

WHEREAS, Agency has stated its intention to proceed initially with a project to provide underpass modifications of crossing 025134V to accommodate construction of flood control structures under the BNSF Railway main located in central Flagstaff **(the "Project")**;

WHEREAS, Agency has requested that BNSF perform certain services with respect to its railroad facilities located at or near the Project site to facilitate Agency's evaluation of the feasibility of proceeding with the Project **(the "Work")**;

WHEREAS, BNSF is agreeable to performing the Work, subject to the terms and conditions of this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Work.

As used herein, the term "**Work**" includes all work performed by BNSF pursuant to this Agreement, whether performed by BNSF employees or by BNSF's sub-contractors, including, but not necessarily limited to, on-site visits including diagnostic evaluations, preliminary engineering services, developing cost estimates for construction of the Project, preparing draft agreements including legal review, and reviewing and/or providing comments on preliminary layouts or other designs, plans, and/or documents in connection with the Project.

2. Payment and Deposit for Work.

Agency authorizes BNSF to proceed with the Work relating to the Project. Agency shall pay and reimburse BNSF for all actual costs and expenses that BNSF incurs in performing the Work including without limitation: labor, supplies, and material; direct and indirect labor and contractor charges including additives; delivery charges; BNSF's additives and overhead, as such are in effect on the date BNSF prepares its final billing; and all applicable taxes due, paid, or payable by BNSF on such products and services, including sales and use taxes, business and occupation taxes, and similar taxes **("Actual Costs")**. BNSF's estimated Cost for Work on this Project is **Ninety-six thousand nine hundred seventy-three dollars ($96,973) ("Estimated Cost").** Any estimate provided by BNSF for the Work shall not be a limitation on the Work to be performed or the costs and expenses incurred, which Agency shall reimburse to BNSF in full.

During its performance of the Work pursuant to this Agreement, BNSF will send Agency progressive invoices detailing the costs of the Work performed by BNSF. Agency must reimburse BNSF for completed work within thirty (30) days of the date of the invoice for such work. Upon completion of the Work, BNSF will send Agency a detailed invoice of final costs. Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

3. Scope and Limitations of Agreement

The Parties acknowledge that by entering into this Agreement, neither BNSF nor Agency agree to participate in the construction of the Project. If Agency elects to proceed with the Project after the Work is performed, BNSF and Agency agree to enter into negotiations for construction of the Project and other activities. Nothing in this Agreement including the performance of the Work shall obligate BNSF to enter into any subsequent agreement or otherwise permit the Project except and subject to any terms and conditions as may be subsequently approved by BNSF in its sole discretion.

Notwithstanding anything to the contrary in this Agreement, BNSF's review, approval, and/or other participation in the Project or any element thereof, including the Work performed by BNSF or its contractors hereunder, is expressly limited, and intended and understood by the parties to be in furtherance of BNSF's railroad purposes, and not in furtherance of Agency's purposes in undertaking the Project. All of the Work performed hereunder is intended for use in the evaluation of the impact of the Project on BNSF's railroad and the costs to Agency associated therewith. The Work is provided in consideration of the subjective standards of BNSF for its railroad purposes only, and shall

in no way be construed or deemed to be a condition or direction to Agency, or an opinion or approval that the plans and specifications or any work intended or completed on the Project is appropriate for any other purpose including highway purposes, is structurally sound, or that such plans, specifications, or intended or completed work meet applicable standards, regulations, laws, statutes, local ordinances, and/or building codes. No benefits to Agency or any third party are provided, intended or implied herein. Agency shall at all times be solely responsible for the adequacy and compliance of all design elements of the Project for highway and other public purposes, and shall waive and release BNSF for any and all claims which may or could result from the Work performed hereunder, and if applicable to the fullest extent permitted by law, indemnity and hold BNSF harmless for the same.

4. No Right of Entry

Nothing in this Agreement shall be construed as providing Agency or its contractors, consultants, or other agents any right of entry upon property owned or occupied by BNSF. Any preliminary engineering or other work required by Agency in connection with the Project necessitating entry upon railroad right of way shall not be conducted except as authorized by separate permit obtained by Agency for such entry.

Any on-site visits including diagnostic evaluations provided under this Agreement or otherwise required for the Project shall be conducted only from adjoining properties and Agency shall ensure that no attendees enter or remain on BNSF right of way, except when using an authorized highway-rail crossing designated for such purpose.

Agency or its agents shall contact BNSF's Manager or Public Projects Rafer Nichols at 303-480-6586, or BNSF's permitting partner Jones Lang LaSalle Brokerage, Inc. (JLL) at http://bnsf.railpermitting.com/ to obtain the required permit prior to any entry.

5. Disclaimer

BNSF GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER, OF THE WORK PERFORMED PURSUANT TO THIS AGREEMENT OR ANY REPORT OR OTHER DELIVERABLE WHICH BNSF MAY FURNISH TO AGENCY PURSUANT TO THIS AGREEMENT. BNSF SHALL BE IN NO WAY RESPONSIBLE FOR THE PROPER RELIANCE UPON, INTERPRETATION OF, OR OTHER USE OF THE WORK BY AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

6. Cancellation for Conflict of Interest

To the extent applicable to contracts with BNSF, this Agreement may be cancelled for conflict of interest pursuant to Arizona Revised Statutes § 38-511. In the event of such cancellation, the notice shall specify the effective date of cancellation and Agency shall reimburse BNSF all costs and expenses incurred under this Agreement through said date,

with Agency having no further obligation as to costs and expenses incurred subsequent to said date. Agency hereby represents that no consultant to Agency had any role in initiating, negotiating, securing, drafting or creating this Agreement on Agency's behalf and no fee or commission has or will be paid or due to any person significantly involved therewith.

City of Flagstaff	**BNSF Railway Company**
By: _____	By: _____
Name: _____	Name: _____
	Assistant Director Public Projects

Accepted and effective this _____.

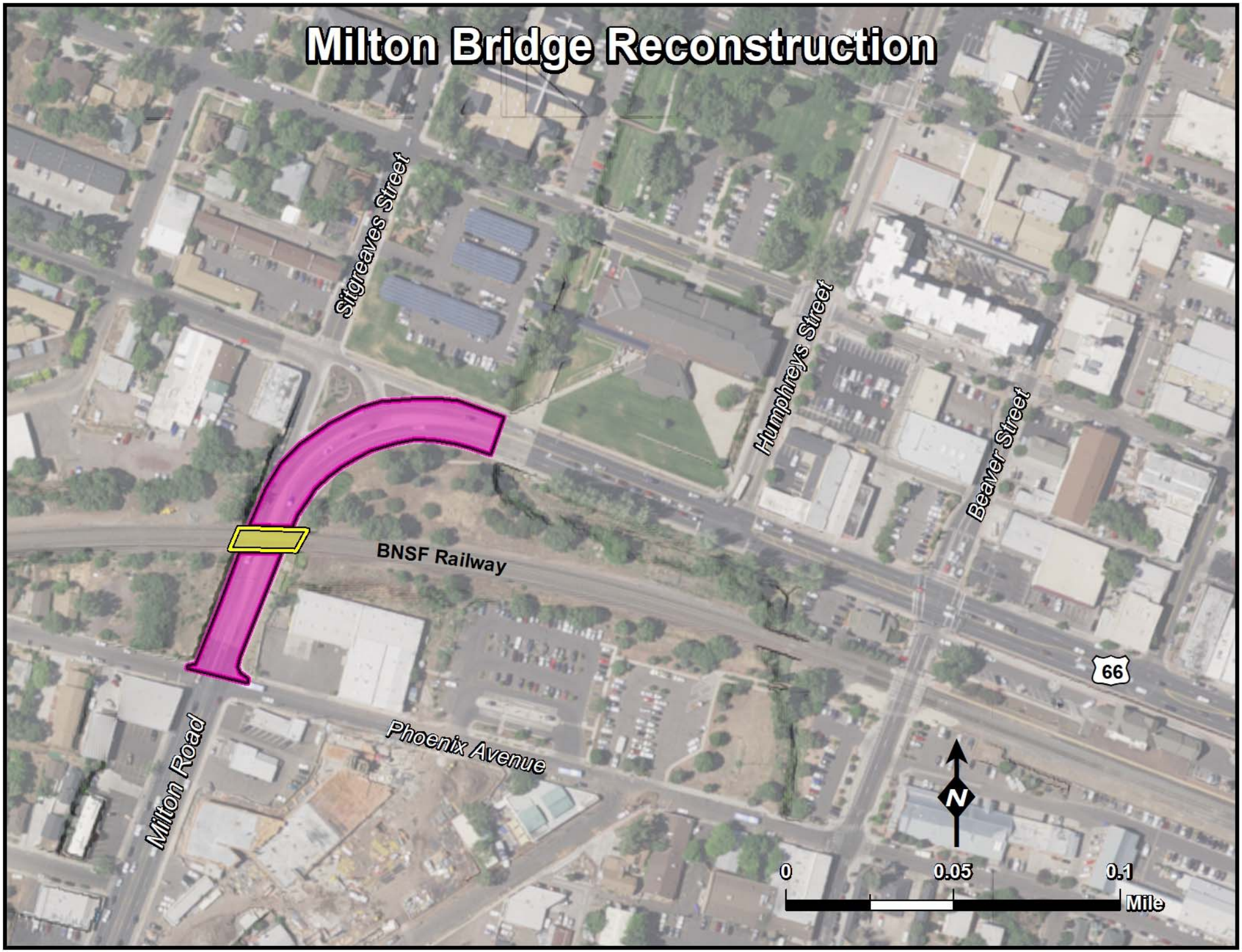
BNSF R70583 Milton Grade Separation
Design Review Services Estimate

		Labor										
		Senior Structural Engineer	Structural Engineer	IC-I Office	RE / PM	Senior H&H Engineer	Junior H&H Engineer				Task Hours	Task Fee
	Rate	$ 209.80	$ 152.88	$ 105.00	$ 204.00	$ 200.00	$ 103.00					
Design Review Services												
	Coordination Meetings, Project Coordination[1]	16	16		32						64	$12,331
	Plan Reviews[2]											
	Structural Plan Review											
	concept	10	20								30	$5,156
	30%	10	20								30	$5,156
	60%	16	40								56	$9,472
	Final	10	25								35	$5,920
	Site Visit	16									16	$3,357
	Track & Civil Plan Review											
	concept			10	6						16	$2,274
	30%			14	8						22	$3,102
	60%			42	24						66	$9,306
	Final			18	10						28	$3,930
	Site Visit				8						8	$1,632
	Drainage Plan Review											
	concept					4	6				10	$1,418
	30%					4	6				10	$1,418
	60%					12	30				42	$5,490
	Final					6	15				21	$2,745
	Hours Subtotal	16	121	84	88	26	57	0	0	0	454	
	Labor Cost Subtotal	$16,364	$18,498	$8,820	$17,952	$5,200	$5,871	$0	$0	$0		**$72,706**

Field Direct Expenses					
Description	**Quantity**	**Unit of Measure**	**Rate**		**Total**
Car	4	day	$50.00		$200
Flight	2	each	$500.00		$1,000
Hotels	4	each	$120.00		$480
Meals	6	day	$35.00		$210
			Total Direct Expenses		**$1,890**
			Total Fee for Design Review Services		**$74,595**

Notes and Assumptions:

1. Assume 4 hours per meeting/submittal, 8 hours for project coordination, two on-site meetings
2. Assume one submittal review per plan stage


Milton Bridge Reconstruction
Stigreaves Street
Humphreys Street
Beaver Street
BNSF Railway
66
Phoenix Avenue
Milton Road
N
0
0.05
0.1
Mile

11. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Shawn Armour, IT Manager
Co-Submitter:	Stacey Brechler-Knaggs
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration and Approval of Contract: Approve the Cooperative Purchase Contract with DataBank IMX, LLC in the amount of $97,017 for the Contract Management configuration of the OnBase platform.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with DataBank IMX, LLC in the amount of $97,071 for the Contract Management configuration of the OnBase platform; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Information Technology Staff and Management Services Staff have worked together to identify a contract management solution by implementing the Contract Management component of the OnBase platform. DataBank IMX, LLC (DataBank) will assist the Grants and Contracts Program to implement a centralized document management system. Through this Cooperative Purchase Contract, DataBank will design and support the organization of the City's contracts.

Financial Impact:

The Information Technology Division has an approved budget to compensate DataBank for the implementation of the Contract Management component of the OnBase platform in the amount of $97,071 that is held in Account #001-01-014-0041-1-4231.

Staff worked with the Procurement Department to identify an existing cooperative purchase agreement (Master Agreement No. MA-PO-19-80) between DataBank and Pima County for the implementation of the Contract Management component of the OnBase platform.

Policy Impact:

N/A

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

Priority Based Budget Key Community Priorities and Objectives

Environmental Stewardship (going "paperless")
High Performing Governance

Carbon Neutrality Plan

Sustainable consumption and waste management (divert more waste from the landfill)

Previous Council Decision on This:

N/A

Attachments: Cooperative Purchase Contract
Exhibit A - Statement of Work
Exhibit B - Agency Contract
Exhibit B - Agency Contract Amendment

COOPERATIVE PURCHASE CONTRACT
Contract No. 2022-96

This Cooperative Purchase Contract ("Contract") is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and DataBank IMX, LLC, a Delaware limited liability corporation ("Contractor").

RECITALS:

A. Contractor has Master Agreement Cooperative Contract No. MA-PO-19-80 with Pima County to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

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

AGREEMENT:

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

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

CONTRACT MANAGEMENT CONFIGURATION FOR ONBASE PLATFORM

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

3. Payment: Payment to Contractor for the materials and or services provided shall not exceed **ninety-seven thousand seventy-one dollars ($97,071)** made in accordance with the price list and terms set forth in the Agency Contract.

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

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

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

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

8. Notice: Any notice concerning the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Shawn Armour
IT Manager – Applications
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
shawn.armour@flagstaffaz.gov

With a copy to:

Stacey Brechler-Knaggs
Grants and Contracts Manager
211 W. Aspen Ave.
Flagstaff, AZ 86001
sknaggs@flagstaffaz.gov

To Contractor:

Mike Schultz
Business Development Director
DataBank IMX, LLC
620 Freedom Business Center, Suite 120
King of Prussia, PA 19406
mschultz@databankimx.com
contractcompliance@databankimx.com

CONTRACTOR:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
STATEMENT OF WORK
(attached)

1. Statement of Work Dated January 31, 2022

EXHIBIT B
AGENCY CONTRACT
(attached)

PIMA COUNTY

1. Master Agreement No. MA-PO-19-80
2. Amendment to Master Agreement



CITY OF FLAGSTAFF - IT

STATEMENT OF WORK

CONTRACT MANAGEMENT

JANUARY 31, 2022

DataBank
A KYOCERA GROUP COMPANY

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ATTACHMENT A – SUPPORTING AGREEMENTS 15

VERSION CONTROL

Document Attributes

Document Name	Statement of Work
Document Identifier	20220131_City of Flagstaff_Contract Management_SOW
Publish Date	1/31/2022
Current Revision Number	0.2

Version History

Version Number	Date	Responsibility (Author)	Description
0.1	1/31/2022	Tim Nelson	Initial draft
0.2	3/29/2022	Tim Nelson	Added software and 87 hours to match the original high level estimate.

RACI Chart

Name	Position	*	R	A	S	C	I
Lee Meyerdirk	DataBank - Government Practice Director	X		X	X		X
Adam Herrmann	DataBank – VP, Professional Services			X	X		X
Kendra Deutsch	DataBank - Government Professional Services Director				X		X
Tim Nelson	DataBank - Bid Manager		X				X
Scott Overby	DataBank – Solution Architect				X		X
Michael Schultz	DataBank - Business Development Director (IBR)				X		X
Shawn Armour	City of Flagstaff - IT - Project Sponsor	X				X	X

Column Key	* – Authorize: This individual has ultimate signing authority for any changes to the document and will be responsible for signing the Master Agreement R – Responsible: Person responsible for creating this document. A – Accountable: Person accountable for accuracy of this document. S – Supports: Individuals providing supporting services in the production of this document. C – Consulted: Individuals providing input (interviewee, etc.). I – Informed: Individuals who must be informed of any changes.

EXECUTIVE SUMMARY

City of Flagstaff - IT (hereinafter “Customer” or “Client”) is seeking to implement a Contract Management solution within their OnBase platform. Client decided to pursue the use of the Hyland Contract Tracker Framework as the foundational basis of this solution. While this framework provides Workview based foundational structure of this solution, it does not compose the entirety of the solution needed. The scope for this project is to install the Contract Tracker Framework and to configure the surrounding aspects of this Workview Application in OnBase to create the full solution. These additions are not intended to alter the structure of the Workview Application itself, but rather to build supporting structures around it (i.e., OnBase taxonomy, Workflow, etc.).

The overall project objectives include:

1. Install Contract Tracker Framework
2. Configure supporting OnBase functionality
    a. OnBase Taxonomy
    b. Workflow
    c. WorkView Alterations
    d. Reporting Dashboard

Customer will be leveraging DataBank IMX, a Kyocera Company (hereinafter “DataBank”) to design, implement, and support the solution.

SCOPE OF SERVICES

The scope of this project consists of planning, discovery, development, testing, training, and deployment activities associated with the implementation of this project. Installation and/or configuration of OnBase components not listed or that exceed the documented numbers will require an approved change order.

The scope of this initiative will be limited to DataBank performing the following activities:

Activity	Description

Discovery & Design	▪ Conduct Discovery sessions with Customer Subject Matter Experts (SMEs) and technical experts from IT, interfaces, and applications to identify business and technical requirements.
	▪ Internal analysis of discovery
	▪ Research and consultation for solution designs
	▪ Draft a high level Solution Design Document (SDD) for the solution components identified during Discovery including:
	  ○ Documentation of the basic OnBase components
	  ○ Illustrate as is and to be Workflow processes, if applicable
	▪ Create the Solution Inventory spreadsheet
	▪ Review SDD with Customer and modify if needed
	  ○ This will include two (2) modifications.
	  ○ Additional modifications will require a Change Order.
	▪ Customer sign off on SDD

Solution Configuration	▪ Install Contract Tracker Framework
	▪ Basic OnBase Configuration
	  ○ Document type groups (up to 1)
	  ○ Document types (up to 20)
	  ○ Keywords (up to 10)
	  ○ Annotations (up to 5)
	  ○ User security (up to 5 groups)
	▪ Scan queue (up to 1)

Activity	Description

	▪ Autofill Keyword Set (up to 1)
	▪ Custom query (up to 1)
	▪ Reporting Dashboard (up to 1)
	▪ Workflow Configuration
	  ○ Configure (1) Lifecycle with up to (7) Queues, (10) Ad-hoc tasks, (3) Notifications, and (3) Timers
	▪ WorkView Alterations
	  ○ WorkView Attribute Additions (up to 6)
	  ○ New WorkView Filters (up to 6)
	▪ Development review and solution demonstrations

Testing	▪ Perform unit testing to test basic OnBase functionality such as user login, scanning, retrieval, and storage. ▪ Create test scripts for User Acceptance Testing (UAT) ▪ UAT assistance and issue resolution
Training	▪ UAT training ▪ Create end user training manual ▪ Admin panel training for Contract Tracker ▪ Train the Trainer training

Production Deployment	▪ Migration of solution to Production
	▪ Go-live support
	▪ Admin handoff
	  ○ Create Customer system information document
	  ○ Final solution inventory
	▪ Transition to Support

Project Management	DataBank will assign a Project Manager who will manage the day-to-day activities of the project in conjunction with Customer Project Manager. Responsibilities include: ▪ Setup the project in the internal PSA system ▪ Coordinate DataBank technical team personnel and schedules ▪ Manage the project budget and invoicing ▪ DataBank will schedule a project kick-off meeting to introduce project resources and review the project plan with Customer ▪ Ongoing planning and coordination ▪ Lead weekly status meetings with the project team ▪ Preparation of weekly status reports ▪ Status reporting to Customer Project Manager ▪ Project Plan management ▪ Close management on project scope and limitation of Change Order Requests

The following items have been discussed but are considered out of scope for this project:

Activity	Description
OnBase Contract Templates	Client will continue to use whatever method for the initial creation of contracts and then import the Work document into OnBase.

Activity	Description
WorkView Structural Alterations	Screen modifications, additions, child classes, and field removal are out of scope for Phase 1.
Contract Request Form	Unity form to allow internal users to request a new contract is out of scope for Phase 1.
Workflow Additions	Contract maintenance, expirations, renewals, and additional routing options are out of scope for Phase 1.
Vendor Management	Autofill Keyword Set integration and Workflow to manage contracts needed for not yet approved vendors is out of scope for Phase 1.
Data Conversion	Work outlined in this SOW does not include data conversion from existing or legacy systems to OnBase. Out of scope items would include, but not limited to: data related to integration, content stored in other repositories, etc. If this is desired, an approved change order will be required.
Integrations	Application integrations with OnBase will require a change order.
Activities not listed	Activities not listed in the in scope statement will require a change order.

COMPENSATION & PAYMENT SCHEDULE

DataBank will charge and bill services fees to Client for the Professional Services provided under this SOW in the following manner:

1. Time and Materials will be billed monthly

Other than when payment terms are specifically delineated in a Master Services Agreement, Customer agrees to pay for all Services and Products within thirty (30) days of receipt of an invoice from DataBank.

PRICING BREAKDOWN

Software/Maintenance

Description	Annual Subscription Price (per)	Per	Total Year 1 Subscription Price	Total Year 2 Subscription Price	Total Year 3 Subscription Price
Local Gov't Workview Concurrent Client SL GV-B-MU2-VLMPC1_SUBS	$432.00	3	$432.00	$432.00	$432.00
Reporting Dashboards RHIPI1_SUBS	$4,800.00	3	$4,800.00	$4,800.00	$4,800.00
Annual Totals:			**$5,232.00**	**$5,232.00**	**$5,232.00**
Software 3-Year Total					**$15,696.00**

NOTE: The above subscription(s) may require a subscription agreement.

Professional Services Fees (Estimate) - Time & Materials

The following is a summary of the estimated costs for professional services by project stage. The services provided under this SOW will be delivered on a time and materials basis.

Phase	Hours	Rate	Consulting Fee	Travel and Expenses	Total Estimate
Discovery & Design	95.0	$187.50	$17,812.50	$0.00	$17,812.50
Solution Configuration	107.0	$187.50	$20,062.50	$0.00	$20,062.50
Testing	72.0	$187.50	$13,500.00	$0.00	$13,500.00
Training	39.0	$187.50	$7,312.50	$0.00	$7,312.50
Production Deployment	54.0	$187.50	$10,125.00	$0.00	$10,125.00
Project Management	67.0	$187.50	$12,562.50	$0.00	$12,562.50
Total	**434.0**	**$187.50**	**$81,375.00**	**$0.00**	**$81,375.00**

All estimates of fees or time required to complete the project are approximations of the anticipated amount of time needed to complete the project. Client will be invoiced based on the amount of time actually required to complete the project. DataBank will bill monthly for services performed. Estimated hours are based on the total number of hours to complete the work identified in this SOW. Hours may shift between phases based on the requirements of the project.

It is important to note that scope can change throughout the lifecycle of a project requiring the use of DataBank's change order process. DataBank recommends Client add a contingency reserve of 20% of total project estimate to account for change orders and additional request

Investment Summary

Item	Frequency	Year 1	Year 2	Year 3
Software Subscription Price	Annual	$5,232.00	$5,232.00	$5,232.00
Professional Services – Time & Materials	One-Time	$81,375.00	$0.00	$0.00
Total Annual Investment		**$86,607.00**	**$5,232.00**	**$5,232.00**
Grand Total				**$97,071.00**

SERVICES RENDERED & TIMELINE ESTIMATION

The parties agree that any services described in this SOW that have been performed prior to the execution of this SOW by the parties nevertheless shall be covered by all terms and conditions of this SOW.

DATABANK POLICIES

Travel & Expense Policy

Trip Charge
If travel is required, charges associated with travel to and from Client site(s) are invoiced as a flat-rate trip charge. The standard trip charge will be $650.00 per resource regardless of the method of travel and/or distance (i.e., mileage, airfare, etc.).

Estimated Expenses
Other recoverable expenses such as lodging, meals, car rental, and parking will be billed back to Client based on the following estimated rates:

Hotel:	$140 per night (per resource)
Meals:	$45 per Diem (per resource)
Transport:	$70 per day (standard/midsize car)
Parking:	$10 per day
Total:	$265 per day (For the first resource. Additional resources will trigger additional costs.

The actual expenses will be itemized on the invoice.

Non-Standard Time Policy

Professional Services are considered non-standard time if they belong to one of the following situations:

- Work is being performed in the same time zone as DataBank Headquarters (CST) and the work falls outside of the standard business hours (Monday – Friday, 8:00 AM – 5:00 PM).
- Work is being performed in a different time zone other than that of DataBank Headquarters (CST) and the work falls outside the hours of (Monday – Friday, 8:00 AM – 5:00 PM) in said time zone.

In certain circumstances, DataBank will perform work outside of normal business hours. DataBank will only charge a premium when Client has requested that work be performed outside of standard business hours (see above for location and/or hours details). Premium rates are billed at 1.50 times the quoted services rate.

Change Order Policy

Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this SOW, if the schedule changes from the defined schedule in this SOW, or Project Assumptions listed in this SOW are not met. This includes billable and non-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes. Any Change Orders that are agreed upon during the deployment phase can affect the project schedule. The Project Schedule will be updated and approved by Client as part of the Change Order Process.

Non-Solicitation of Employee(s) Policy

The parties agree that during the term of the agreement and for three years thereafter, they shall not solicit or encourage, or cause others to solicit or encourage, any of the other party's' employees or contractors or any affiliate to terminate their employment or engagement. Each party shall not, directly or indirectly, hire any then-current or former employee or contractor of the others and shall not solicit any then-current Client or an affiliate or any prospective Clients made known to it by the other party for any business relating to in anyway, the business of the party or otherwise interfere with the business relations between the party and any such Clients.

REQUIRED DOCUMENTATION

The following documents are required prior to DataBank scheduling the start of the project and prior to any work being performed.

1. Purchase Order
2. Signed Statement of Work

Other than when payment terms are specifically delineated in a Master Services Agreement, Customer agrees to pay for all Services and Products within thirty (30) days of receipt of an invoice from DataBank.

CLIENT RESPONSIBILITIES

Client agrees that the following actions and project requirements will be solely owned and completed/provided by



Client staff and Client resources. Failure to complete actions will directly impact the project start date, project schedule and project success. Any requirements or Client responsibilities not provided during the project will result in a change order to account for increased project schedule, increased resource expenses, and increased operating expenses.

Required Prior to Project Start

DataBank resources will be assigned to the project and engaged in project activities beyond the initiation meeting once all of the following requirements have been met by the Client.

1. All applicable System Servers are installed, tested, and properly working
2. All applicable Operating Software is installed, tested, and working properly
3. A network account with rights to the network and hardware is set up and made available to DataBank for both onsite and remote work.
4. A work space will be made available for DataBank resources to perform the work described in this SOW. The space will be a physical space if work is performed on-site. The space will be remote machines if the work is performed remotely.
5. Client will provide project staff with access to all printed and electronic information relevant to this project at the beginning of the project.
6. Client will assign a Project Manager or Lead Resource to manage the day-to-day activities related to the project. This will include ongoing project planning, schedule coordination, and issue escalation in order to meet all milestones/requirements.

Required During Project

Client will provide the following during the project.

1. Client will maintain and keep available all line items listed as requirements prior to project start.
2. Client will manage/schedule its own resources during the project.
3. Client will test the deployed solution as defined within the Solution Design Document.
4. Client will document all issues/change requests as part of the Client testing process.

PROJECT ASSUMPTIONS

The following Assumptions are paramount to the defined scope and schedule for this project. Any variables in the project found to not match the listed assumptions will be documented by DataBank Project Manager as a project risk. A change order will be required for any variables that do not match the Project Assumptions and that impact the project deliverables, project schedule or project expenses.

1. DataBank resources will schedule a kickoff call within (2) weeks after both parties sign this SOW.
2. A schedule will be presented during the kickoff call and will be updated after discovery is complete. If Customer delays lead to gaps of more than (5) unplanned days, the currently assigned DataBank resources may be reassigned to other projects. If the currently assigned resources are reassigned to other projects, the costs associated with performing knowledge transfer to new resources will be the responsibility of Customer. The timing of project reinitiating with a new resource will be determined on the resources new project booking. Customer has the opportunity to pay a $6,500.00 a week resource hold fee during delays to retain resources and keep project schedules on track which will be issued through a change order.
3. A signed Solution Design Document is received by DataBank prior to scheduling development and deployment.
4. DataBank will deploy the solution as agreed upon in the final Solution Design Document, signed by all parties.
5. DataBank will deploy the solution in Customer’s test environment, unless agreed upon by both parties prior to deployment.



6. An up-to-date test environment that closely resembles the production environment is in place prior to deployment. If Customer chooses not to establish a test environment, they understand that the system/solution will be deployed into their production environment.
7. DataBank will test the system to assure that it matches the final Solution Design Document prior to training.
8. DataBank will perform UAT training and assist with User Acceptance Testing (UAT) prior to formal training. Any issues or project gaps must be identified, documented and communicated to DataBank Project Manager at the time of UAT.
9. Customer Test system will reflect permissions, system restrictions, user accounts, etc. identical to those implemented in the production environment.
10. DataBank will provide formal testing support for the number of hours and for the duration of time listed in this SOW. Any additional testing support requirements must be defined in the Solution Design Document.
11. During Customer testing, the only issues that will be considered to be addressed are those that impact system performance. All other changes will be evaluated at the completion of testing.
12. DataBank will deploy the system into production once it is functioning per the Solution Design Document and any negotiated Change Orders.
13. DataBank will manage/schedule its own resources during the project.
14. Both parties will attend up to 1 project status meeting per week throughout the duration of the project. Attendance will be via remote conference call unless other requirements are agreed upon by both parties prior to acceptance of the Solution Design Document. Additional Project Status requirements are subject to applicable Project Management fees.
15. DataBank assumes no liability or responsibility for any changes made in the production environment that are not made by a DataBank employee.
16. At the end of the agreed upon User Acceptance Testing schedule, DataBank will provide the Release to Production document. Customer will have 3 business days to contest the solution's readiness in writing. If no such contestation of readiness is provided, the solution is considered to have Customer's approval to move to the Production environment.
17. After completion of User Acceptance Testing, it is possible that additional issues may be identified. For a period of 15 business days (about 3 calendar weeks), the DataBank project team will be available to provide support for issues falling within the project scope. After the 15th business day, support for the solution will transition to the DataBank Support teams to provide primary assistance.
18. Customer agrees to provide payment to DataBank no later than 30 business days after the completion of the User Acceptance Testing process. Any additional time accrued after that mark will be billed in accordance with the rules identified in the SOW or in the Master Services Agreement between Customer and DataBank.
19. After the solution goes live, DataBank will coordinate a "handoff to Support". Any issues identified after this handoff will be treated as Support Issues and fall under the DataBank Hardware/Software Maintenance agreement terms and conditions.
20. Software Manufacturers occasionally publish a schedule that indicates which versions or functionality is no longer supported or being phased into an end-of-life status. DataBank assumes that Customer is taking responsibility for monitoring such end-of-life, deprecation, or sunset schedules and taking necessary precautions. If DataBank encounters a condition in the course of its project work that requires action or modification to resolve such an issue, it may result in a change order.
21. DataBank resources will perform work unimpeded by Customer staff monitoring, shadowing, or Customer driven remote technology where DataBank resources are limited by Customer staff availability. A request to monitor/shadow DataBank resources, while welcomed, does impede resource efficiency which has a direct impact on the duration of the project and time needed to complete the project. A change order will be required to cover the increased project time that results from resource monitoring.
22. Customer will download all applicable OnBase Software and place the software in a directory on the server(s) it will be installed on.

23. Formal Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this document. This includes billable and un-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes.
24. Any Change Orders that are agreed upon during the deployment phase can affect the project schedule. The Project Schedule will be updated and approved by Customer as part of the Change Order Process.

BINDING EFFECTS AND AGREEMENTS

This Statement of Work (“SOW”) is made and entered into effective as of the date that the last party to sign this “SOW” has executed the same (as indicated by the date entered by such party with its signature below) (the “SOW Effective Date”) by and between DataBank IMX, A Kyocera Company (“DataBank”) and City of Flagstaff - IT (“Customer” or “Client”) with a location at 211 W Aspen Ave., Flagstaff, AZ 86001 in connection with a certain project (“Project”) pursuant to the Master Service and Confidentiality Agreement (“MSA”) between Customer and DataBank. The terms and conditions of the Agreement are hereby incorporated by reference, and any terms used but not defined herein shall have the meanings ascribed to them in the Agreement. Additional Agreements may be required as part of this SOW and are referenced in Attachment “A” (Supporting Agreements).

PROPRIETARY & CONFIDENTIAL STATEMENT

The enclosed materials are proprietary to DataBank. The terms, conditions, and information set forth herein are confidential to DataBank and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction or transmission is expressly prohibited without the prior written consent of DataBank.

GENERAL TERMS AND CONDITIONS

The performance of the Services described in this Statement of Work ("SOW") by DataBank for the Customer is subject to and shall be governed by the following terms and conditions. If this SOW is made pursuant to a Master Services Agreement ("MSA"), the terms and conditions set forth in such MSA are incorporated herein by reference and made a part of this SOW. If this agreement is not made pursuant to a MSA, then the terms and conditions in DataBank’s standard MSA shall be incorporated herein by reference and made part of this SOW. The standard DataBank MSA will be provided upon request.

Customer agrees to provide to DataBank the information and assistance described in this SOW. Customer agrees that if DataBank’s Employees are required to perform the Services at Customer’s facility, Customer shall provide adequate working space, facilities and equipment for such Employees.

TERMINATION

This Agreement shall remain in force and payable according to this Agreement’s Payment Terms. Upon 30 days’ written notice to DataBank, Customer may terminate this Agreement at any time without cause prior to the Agreement’s Expiration Date and no refunds for amounts paid or credits against future payments due will be issued by DataBank. Customer shall provide at least 90-day written notice to DataBank prior to the expiration date if they wish to extend this Agreement beyond the initial term as identified in the Payment Terms section. Notwithstanding any other language in this Section, either Customer or DataBank may terminate this Agreement prior to the Agreement’s expiration date for cause; that cause being a material breach of the Agreement.

ACCEPTANCE OF SOW

This SOW represents DataBank's offer to perform the project on the terms set forth herein; and this offer shall be accepted only upon Client signing and delivering this SOW to DataBank within 60 days from the date of this document (the "Acceptance Deadline"). DataBank may withdraw this offer at any time prior to acceptance by Client. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by DataBank, if this offer is not accepted, in the manner provided above, by Client on or before the Acceptance Deadline.

For purposes of this SOW, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this SOW and shall be given the same force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this SOW as of the date(s) set forth with their respective signatures below.

DataBank IMX	City of Flagstaff - IT
Company Name ("DataBank")	Company Name ("Customer")
By (Signature)	By (Signature)
Printed Name and Title	Printed Name and Title
458 Pike Road	
Address	Address
Huntingdon Valley, PA 19006	
City, State, Zip	City, State, Zip
___ / ___ / ___	___ / ___ / ___
Dated	Dated

APPENDIX A – UAT ACCEPTANCE FORM

- Customer acknowledges that User Acceptance Testing (UAT) has been completed and that the solution has met the specifications identified within the solution design document and any subsequent, mutually-signed change orders. No further solution changes will be required before the migration of the solution to the production environment.

Exceptions:

Comments/Reason:

Company Name (“Customer”)

Project Sponsor Name (Print)

Project Sponsor Signature Date

APPENDIX B - WORK ACCEPTANCE FORM

Date Submitted ___ / ___ / ___

Company: _____

Project Name _____

Deliverable/Milestone _____

Exceptions:

- ❑ Accept Deliverable
- ❑ Decline Deliverable

Comments/Reason:

_____
Company Name (“Customer”)

_____
Project Sponsor Name (Print)

_____
Project Sponsor Signature Date

ATTACHMENT A – SUPPORTING AGREEMENTS

The following agreements may be required as part of the solution represented in this Statement of Work and if executed are incorporated into this SOW by reference.

- Vendor EULA
- Other Vendor Agreements based on solution
- DataBank Subscription Agreement
- DataBank Hosting Agreement
- DataBank Maintenance and Support Agreement

BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

○ Award ◉ Contract ○ Grant **Requested Board Meeting Date:** _____

** = Mandatory, information must be provided* **or Procurement Director Award** ☒

***Contractor/Vendor Name/Grantor (DBA):**
Databank IMX LLC (Headquarters: Phoenix, AZ)

***Project Title/Description:**
PCA OnBase Support Services

***Purpose:**
Award: Master Agreement No. MA-PO-19-80. This Master Agreement is for an initial term of one (1) year in the annual award amount of $46,000.00 (including sales tax) and includes four (4) one-year renewal options.

Administering Department: Information Technology.

***Procurement Method:**
Pursuant to Pima County Procurement Code 11.12.060, Emergency and Other Limited Competition Procurement, award for Requisition No. 19-100 is recommended to the above named Contractor which has accepted the terms and condition of the County's standard contract and with which the County has negotiated a satisfactory agreement. This award is within the County Administrator award authority.

PRCUID: 320663

Attachment: Limited Competition Procurement Offer Agreement.

***Program Goals/Predicted Outcomes:**
Pima County Attorney's Office requires continued use of OnBase services to scan and save documents electronically and minimize fiscal paper retention and printing cost.

***Public Benefit:**
Continue assisting public turnaround time with record requests.

***Metrics Available to Measure Performance:**
Continue to monitor performance of OnBase solution by measuring growth of the number of documents stored within the system.

***Retroactive:**
No

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e.,15-123): 19-080

Effective Date: 03/10/19 Termination Date: 03/09/20 Prior Contract Number (Synergen/CMS): _____

☒ **Expense Amount: $*** 46,000.00 ☐ Revenue Amount: $ _____

***Funding Source(s) required:** General Fund

Funding from General Fund? ◉ Yes ○ No If Yes $ 46,000.00 % 100

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

***Is the Contract to a vendor or subrecipient? Vendor**

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

○ Expense or ○ Revenue ○ Increase ○ Decrease Amount This Amendment: $ _____

Is there revenue included? ○ Yes ○ No If Yes $ _____

***Funding Source(s) required:**

Funding from General Fund? ○ Yes ○ No If Yes $ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ○ Award ○ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e.,15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: $ _____ ☐ Revenue Amount: $ _____

***All Funding Source(s) required:**

***Match funding from General Fund?** ○ **Yes** ○ **No** **If Yes $** _____ **%** _____

***Match funding from other sources?** ○ **Yes** ○ **No** **If Yes $** _____ **%** _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Eric Welch, Procurement Officer

Department: Procurement Telephone: 520-724-9510

Department Director Signature/Date: Henry Procurement Director 12/6/18

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

MASTER AGREEMENT

PIMA COUNTY, ARIZONA

PIMA COUNTY

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 19000000000000000080 **MA Version:** 2

Description: PCA OnBase Support Services

ISSUER

Pima County Procurement Department
130 W. Congress St. 3rd Fl
Tucson AZ 85701

Issued By: ERIC WELCH
Phone: 5207249510
Email: eric.welch@pima.gov

TERMS

Initiation Date: 03-10-2019
Expiration Date: 03-09-2020

NTE Amount:	**$46,000.00**
Used Amount:	**$0.00**

VENDOR

DATABANK IMX LLC
3520 N 16th St
PHoenix AZ 85016

Contact: Tracy Flores
Phone: 602-845-1646
Email: tflores@databankimx.com
Terms: 0.00 %
Days: 30

Shipping Method: Vendor Method
Delivery Type:
FOB: FOB Dest, Freight Prepaid

Modification Reason

Revised: This Master Agreement is for an initial term of one (1) year in the annual award amount of $46,000.00 (including sales tax) and includes four (4) one-year renewal options.
Attachment: Limited Competition Offer Agreement.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the soliciation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.

MASTER AGREEMENT DETAILS

PIMA COUNTY

Master Agreement No: 19000000000000000080 **MA Version: 2**

Line	Description					
1	**Batch OCR Maintenance #OCMPW1**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$240.00			
2	**Concurrent Client Maintenance #CTMPC1**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$224.00			
3	**Document Import Processor Maintenance #DPMPW1**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$800.00			
4	**EDM Services Maintenance #DDMPI1**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$800.00			
5	**Full Text Indexing Concurrent Client Maintenance #IDMPC1**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$48.00			
6	**Full Text Indexing Server Maintenance #IDMPI1**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$1,600.00			
7	**Integration for Microsoft Outlook 2013 Maintenance #OUTMPI1**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$1,600.00			
8	**Multi-User Server Maintenance #OBMPW1**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$1,280.00			
9	**Office Business Application #OBAMPI1**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$800.00			
10	**Production Document Imaging (ISIS) Maintenance #ASMPW1**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$800.00			
11	**Production Document Imaging (ISIS) Maintenance #ASMPW2**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$480.00			
12	**Unity Client Server Maintenance #UNMPI1**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$1,600.00			
13	**Unity Integration Toolkit Maintenance #UIMPI1**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$1,600.00			
14	**Virtual Print Driver Maintenance #PTMPC1**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$800.00			
15	**Web Server Maintenance #WTMPW1**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$1,600.00			
16	**Workflow Concurrent License SL 1-20 Maintenance #WLMPC1**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$352.00			
17	**Implementation Services**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$187.50			

PIMA COUNTY
PROCUREMENT

PIMA COUNTY REQUEST FOR OFFER

Pursuant to Limited Competition Procurement Process

OFFER AGREEMENT

1. INTENT:
This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with OnBase Support Services on an "as required basis" by issue of a Delivery Order ("DO") or Delivery Order Maximo ("DOM").

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the *Standard Terms and Conditions,* and this *Offer Agreement,* all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:
The initial term of the Master Agreement will be for a [one] (1) year period and include [four (4)] one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised Master Agreement document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties, effective on the date of issuance.

3. CONTRACTOR MINIMUM QUALIFICATIONS:
The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract.

- Contractor must have access to Arizona Office of the Courts (AOC) contract.
- Contractor will provide professional support services including upgrade services for OnBase.

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

- Contractor will provide as-needed maintenance and support of existing Electronic Document Management software in addition to 50 hours of support maintenance for annual upgrades, at the hourly rates set forth in Exhibit A.

5. OFFER ACCEPTANCE AND ORDER RELEASES:

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that

County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

6. **ACCEPTANCE OF GOODS AND SERVICES:**
The County Department designated on the issued order (DO or DOM) will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

7. COMPENSATION & PAYMENT:
County will pay Contractor for services under this Contract at the hourly rates set forth in Exhibit A. Quantities set forth in Exhibit A are estimates only. County reserves the right to increase or decrease quantities of each line item. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment. Payments under this Contract may not exceed $41,551.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's PO, DO, or DOM document.

All Invoice documents will reference the County's PO, DO or DOM number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

Optional Early Payment Discount Term:

The MA or PO issued to accept Offeror's response will define the not-to-exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that has not previously defined unit pricing.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*. Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted *Order* indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to Pima County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Contractor's unit prices include all incidentals and associated costs required to comply with and satisfy all requirements of this Contract. County will make no payments for items not in the contract.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's PO, DO, or DOM document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's PO, DO, or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

8. DELIVERY:
"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the DO, or DOM document.

Contractor guarantees delivery of product or service in less than 30 calendar days after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

9. TAXES, FEES, EXPENSES:
County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemizes them.

10. OTHER DOCUMENTS:
Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No.320663 including the Request for Offer Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:
The Insurance requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Minimum Scope and Limits of Insurance:
Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

Commercial General Liability (CGL) – Occurrence Form with limits of $2,000,000 Each Occurrence and $2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, persona; and advertising injury and products – completed operations.

Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of $1,000,000 each accident.

Workers' Compensation (WC) and Employers' Liability – Arizona Statutory requirements and Employer's Liability coverage with policy limits of $1,000,000 each accident and each person - disease.

Professional Liability (Errors and Omissions) Insurance – This insurance is required when the Professional Liability or any other E&O coverage is excluded from the Contractor's CGL policy. The E&O policy limits shall be not less than $2,000,000 Each Claim and $2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

Network Security (Cyber)/Privacy Insurance – Coverage shall have minimum limits not less than $2,000,000 Each Claim with a $2,000,000 Annual Aggregate. The insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized aces or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

Additional Insurance Requirements:

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

Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

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

Notice of Cancellation: Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the Pima County project or contract number and project description.

Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Neither the County's failure to obtain a required insurance certificate or endorsement, the County7's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, the insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

Approval and Modifications:

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing

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15. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: Databank IMX LLC

BUSINESS ALSO KNOWN AS:

MAILING ADDRESS: 3520 N. 16th St.

CITY/STATE/ZIP: Phoenix, AZ 85016

REMIT TO ADDRESS:

CITY/STATE/ZIP:

CONTACT PERSON NAME/TITLE: Tracy Flores

PHONE: 602-845-1646 **FAX:**

CONTACT PERSON EMAIL ADDRESS:

EMAIL ADDRESS FOR ORDERS & CONTRACTS:

CORPORATE HEADQUARTERS ADDRESS:

WEBSITE:

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's "Other Documents" article.

SIGNATURE: Heath Tagtmeyer **DATE:** 12-04-18

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER
PHONE AND E-MAIL: Heath Tagtmeyer, Director of Sales - West Region, 480-466-2103, htagtmeyer@databankimx.com

Approved as to form:

Deputy County Attorney

REGINA NASSEN

12-3-2018
Date

PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. **INTERPRETATION, APPLICABLE LAW and VENUE:**
The laws of the State of Arizona govern the interpretation and construction of this contract. Any action pursuant to this Contract must be filed and maintained in a court of the state of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

2. **WARRANTY:**
Contractor warrants goods or services to be satisfactory and free from defects.

3. **QUANTITY:**
Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from County in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by County Procurement Code. All quantities are estimates and County provides no guarantee regarding actual usage.

4. **PACKING:**
Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

5. **DELIVERY:**
On-time delivery of goods and services is an essential part of County's consideration. Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the contract so requires. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times, which extension of delivery time will be valid only if in writing by an authorized representative of County.

   To mitigate or prevent damages caused by delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor's responsibility. County reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, at no cost to County. County reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

   County will not hold Contractor responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

6. **SPECIFICATION:**
County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing.

   Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

7. **INSPECTION:**
County may inspect or test all goods and services at their place of manufacture, destination or both. County will hold goods failing to meet specifications of the order or contract at Contractor's risk and may return them to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be a waiver of that condition for subsequent shipments or deliveries.

8. **SHIPPING TERMS:**
Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include them in the Unit Price.

9. **PAYMENT TERMS:**
Payment terms are net thirty (30) days, unless the contract otherwise specifies.

10. **ACCEPTANCE OF MATERIALS AND SERVICES:**
County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivered goods or services have met all specification requirements.

11. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**
In the event any item that Contractor furnishes in the performance of the contract fails to conform to the specifications thereof, or to the sample submitted by Contractor, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and the actual cost to County.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and to invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event County cancels the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage that County sustains in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies that the law or the contract provide.

12. **FRAUD AND COLLUSION:**
Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly falsely certify, or induce others to falsely certify to a greater amount of labor or to the receipt of a greater amount or different kind of material or supplies than Contractor has actually delivered to County. If County discovers at any time that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer, then County will terminate any affected contract and that person or entity shall be liable for all damages that County sustains.

13. **COOPERATIVE USE OF RESULTING CONTRACT:**
As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County develops. Participating agencies may contact Contractor to provide services and products pursuant to the pricing, terms and conditions that the County Master Agreement or Purchase Order defines. The parties may make minor adjustments by agreement to accommodate additional cost or other factors not present in the County's agreement and to satisfy particular Public Agency code or functional requirements within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be between the requesting party and Contractor. Contractor holds harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use County contracts is available on the Procurement Department Internet home page: http://www.pima.gov/procure by selecting the link titled *Authorized Use of Pima County Contracts*.

14. **PATENT INDEMNITY:**
Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement,

Purchase Order, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

15. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Pima County, and its departments, districts, officials, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

16. COMPLIANCE WITH LAWS:

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona.

17. ASSIGNMENT:

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

18. CONFLICT OF INTEREST:

This contract is subject to the provisions of A.R.S. § 38-503, the pertinent provisions of which are incorporated into and made part of all County Master Agreements or Purchase Orders as if set forth in full therein.

19. NON-DISCRIMINATION:

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors.** During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

20. NON-APPROPRIATION OF FUNDS:

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

21. **PUBLIC RECORDS:**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms.

22. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:
Contractor must include costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products that Contractor will supply to County in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and Contractor will mark them as is practical, as the "Property of Pima County". If County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as County reasonably requests at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County had given Contractor reasonable time to respond to County's requests for support.

23. **AMERICANS WITH DISABILITIES ACT:**
Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

24. NON-EXCLUSIVE:
Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

25. PROTESTS:
An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

26. TERMINATION:
County reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials that County has accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

27. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:
In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

28. INDEPENDENT CONTRACTOR:
The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

29. **BOOKS AND RECORDS:**
Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will

retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

30. **COUNTERPARTS:**
The parties may execute the Master Agreement or Purchase Order pursuant to this solicitation in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of County are each considered an original and together constitute a binding Master Agreement, if they meet all other requirements for execution.

31. **AUTHORITY TO CONTRACT:**
Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that County does not have authority to enter into the Master Agreement or Purchase Order, County is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

32. **FULL AND COMPLETE PERFORMANCE:**
The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

33. **SUBCONTRACTORS:**
Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

34. **SEVERABILITY:**
Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

35. **LEGAL ARIZONA WORKERS ACT COMPLIANCE:**
Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract Subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

36. CONTROL OF DATA PROVIDED BY COUNTY:

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by County, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

Exhibit A- Renewal Quote

DataBank West Region
3520 N. 16th Street
Phoenix, AZ 85016
(602)263-9432

General Information

Quote Number 00003116

Created Date 11/5/2018

Prepared By Tracy Flores

Contact Information

Billing Address 32 N Stone Ave Ste 1400
Tucson, AZ 85701
US

Department Sales

Phone (602) 263-9432

Email tflores@databankimx.com

Product	Product Code	Line Item Description	Sales Price	Quantity	Total Price
Batch OCR - Maintenance	OCMPW1	AOC	$240.00	6.00	$1,440.00
Concurrent Client - Maintenance	CTMPC1	aoc	$224.00	55.00	$12,320.00
Document Import Processor - Maintenance	DPMPW1	AOC	$800.00	1.00	$800.00
EDM Services - Maintenance	DMMPI1	AOC	$800.00	1.00	$800.00
Full-Text Indexing Concurrent Client for Autonomy IDOL - Maintenance	IDMPC1	AOC	$48.00	25.00	$1,200.00
Full-Text Indexing Server for Autonomy IDOL - Maintenance	IDMPI1	AOC	$1,600.00	1.00	$1,600.00
Integration for Microsoft Outlook - Maintenance	OUTMPI1	AOC	$1,600.00	1.00	$1,600.00
Multi-User Server - Maintenance	OBMPW1	AOC	$1,280.00	1.00	$1,280.00
Office Business Application	OBAMPI1	AOC	$800.00	1.00	$800.00
Production Document Imaging (ISIS) - Maintenance	ASMPW1	AOC	$800.00	1.00	$800.00
Production Document Imaging (ISIS) - Maintenance	ASMPW2		$480.00	6.00	$2,880.00
System Sales: Prof Services - Uncategorized	15005	AOC PS Rates	$187.50	50.00	$9,375.00
Unity Client Server Maintenance	UCSMPI1	AOC	$1,600.00	1.00	$1,600.00
Unity Integration Toolkit - Maintenance	UIMPI1	AOC	$1,600.00	1.00	$1,600.00
Virtual Print Driver - Maintenance	PTMPC1	AOC	$800.00	1.00	$800.00
Web Server - Maintenance	WTMPW1	AOC	$1,600.00	1.00	$1,600.00
Workflow Concurrent Client SL - Maintenance	WLMPC1	AOC	$352.00	3.00	$1,056.00

Subtotal	$41,551.00
Grand Total	$41,551.00

*Prices are listed in US dollars.

Signature

Databank Print Name

Customer Print Name

DataBank West Region
3520 N. 16th Street
Phoenix, AZ 85016
(602)263-9432

Heath Tagtmeyer

Databank Authorized Signature

Heath Tagtmeyer

DataBank Signature Date

12-04-18

Customer Authorized Signature

Customer Signature Date

MASTER AGREEMENT

PIMA COUNTY, ARIZONA

PIMA COUNTY

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 19000000000000000080 **MA Version:** 7

Description: PCA OnBase Support Services

ISSUER

Pima County Procurement Department
150 W. Congress St. 5th Fl
Tucson AZ 85701

Issued By: TROY MCMASTER
Phone: 5207248728
Email: troy.mcmaster@pima.gov

TERMS

Initiation Date: 03-10-2022
Expiration Date: 03-09-2023

NTE Amount:	**$172,000.00**
Used Amount:	**$111,592.00**

VENDOR

DATABANK IMX LLC
3520 N 16th St
Phoenix AZ 85016

Contact: Tracy Flores
Phone: 602-845-1646
Email: tflores@databankimx.com
Terms: 0.00 %
Days: 30

Shipping Method: Vendor Method
Delivery Type:
FOB: FOB Dest, Freight Prepaid

Modification Reason

This Amendment No. 03 exercises the annual renewal option to extend the termination date to 03/09/2022 and adds a partial annual award amount of $34,000.00 for a cumulative not-to-exceed contract amount of $172,000.00. One (1) renewal option remains.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the soliciation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.

MASTER AGREEMENT DETAILS

PIMA COUNTY

Master Agreement No: 19000000000000000080 **MA Version: 7**

Line	Description	Discount	UOM	Unit Price	Stock Code	VPN	MPN
1	Batch OCR Maintenance #OCMPW1	0.0000 %	EA	$240.00			
2	Concurrent Client Maintenance #CTMPC1	0.0000 %	EA	$224.00			
3	Document Import Processor Maintenance #DPMPW1	0.0000 %	EA	$800.00			
4	EDM Services Maintenance #DDMPI1	0.0000 %	EA	$800.00			
5	Full Text Indexing Concurrent Client Maintenance #IDMPC1	0.0000 %	EA	$48.00			
6	Full Text Indexing Server Maintenance #IDMPI1	0.0000 %	EA	$1,600.00			
7	Integration for Microsoft Outlook 2013 Maintenance #OUTMPI1	0.0000 %	EA	$1,600.00			
8	Multi-User Server Maintenance #OBMPW1	0.0000 %	EA	$1,280.00			
9	Office Business Application #OBAMPI1	0.0000 %	EA	$800.00			
10	Production Document Imaging (ISIS) Maintenance #ASMPW1	0.0000 %	EA	$800.00			
11	Production Document Imaging (ISIS) Maintenance #ASMPW2	0.0000 %	EA	$480.00			
12	Unity Client Server Maintenance #UNMPI1	0.0000 %	EA	$1,600.00			
13	Unity Integration Toolkit Maintenance #UIMPI1	0.0000 %	EA	$1,600.00			
14	Virtual Print Driver Maintenance #PTMPC1	0.0000 %	EA	$800.00			
15	Web Server Maintenance #WTMPW1	0.0000 %	EA	$1,600.00			
16	Workflow Concurrent License SL 1-20 Maintenance #WLMPC1	0.0000 %	EA	$352.00			
17	Implementation Services	0.0000 %	EA	$187.50			
18	Free Form Line ***IT USE ONLY***	0.0000 %		$0.00			

11. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tim Harrington, Utilities GIS Analyst
Co-Submitter:	Brian Huntzinger
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration and Approval of Contract: Approval of a Cooperative Purchase Contract with J.C. Cullen d/b/a Niles Radio Communications in the amount of $81,976.32 for a Network Communications Tower for Critical Water Infrastructure located at Lake Mary Well #2.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with J.C Cullen, Inc. d/b/a Niles Radio Communications in the amount of $81,976.32 for the purchase and installation of a Network Communication Tower for Critical Water Infrastructure located at Lake Mary Well #2; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

As part of a Federal mandate to upgrade security and communications at water supply sites, the City has been installing 100 foot tall network communication towers throughout the water system. This Cooperative Purchase Contract with J.C. Cullen d/b/a Niles Radio Communications (Niles Radio) for network infrastructure tower at the Lake Mary Well #2 will be an essential link of a much larger integrated City of Flagstaff Water Services Network System of Automation and Control. It will facilitate the timely and immediate data transfer of essential water production information from the City's water system that is vital for the public health and the continuous safety of the City's water supply.

Financial Impact:

Funding for this purchase was approved in fiscal year 2021 (FY2020-2021) budget and is in Water Production account 202-08-301-1021-0-4435. Procurement utilized a cooperative contract through the State of Arizona, Procurement Department, Public Sector's competitive and open procurement process through a request for proposals No. ADSP019-00008376. This resulted in contract No. CTR046831 with Niles Radio. The present Cooperative Purchase Contract with Niles Radio is using State Contracting for best pricing.

Policy Impact:

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

Priority Based Budget Key Community Priorities and Objectives

Sustainable, Innovative Infrastructure: 1. Deliver outstanding services to residents through a healthy, well maintained infrastructure system. 2. Utilize existing long range plan(s) that identify the community's future infrastructure needs & all associated costs.

Carbon Neutrality Plan

CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.
CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

Regional Plan

Goal WR.2. Manage a coordinated system of water, wastewater, and reclaimed water utility service facilities and resources at the City level and identify funding to pay for new resources. Policy WR.2.2. Maintain and develop facilities to provide reliable, safe, and cost effective water, wastewater, and reclaimed water services.

Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

1. Approve the Cooperative Purchase Contract with Niles Radio; or
2. Do not approve the Cooperative Purchase Contract with Niles Radio and direct that Water Services use independent communications. Staff does not recommend this option as independent communications will not integrate with current automation and controls of water systems and will result in additional Staff time and resources.

Background/History:

The current communication system was installed in the 1960's and is failing and needs to be updated to current technology. In addition to the federal mandate, this new tower will cut down on travel through forest lands by significantly reducing the amount of time City Staff spends driving to each well site to monitor and control the wells. The Lake Mary Well Field and this proposed tower communicate information back to the Lake Mary Water Treatment Plant. This tower will enable each Lake Mary well site, our Raw Water Pump Station, and Upper Lake Mary Dam to be upgraded with new communications and security equipment for monitoring and control. This tower is being co-located at the existing industrial facility of Lake Mary Well #2, where there are already structures, power, access, fences, and maintained forest roads. Current use of permitted space will not change.

Attachments:

Contract for COF
Exhibit A Quote
Exhibit A quote 2
Exhibit B agency pricing
Exhibit B agency contract
map

COOPERATIVE PURCHASE CONTRACT
Contract No. 2022-119

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and J.C. Cullen, Inc. DBA Niles Radio Communications, an Arizona Corporation ("Contractor").

RECITALS:

A. The State of Arizona, Procurement Department, Public Sector conducted a competitive and open procurement process through Request for Proposal Solicitation No. ADSPO19-00008376 that resulted in Contract No. CTR046831 with Contractor ("Agency Contract"); and

B. Contractor is a dealer as described in the Agency Contract; and

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

AGREEMENT:

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

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

Radio Tower at Lake Mary # 2

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

3. Payment: Payment to the Contractor for the materials and or services will be eighty-one thousand nine hundred seventy-six dollars and thirty-two cents **($81,976.32) in addition to other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.

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

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

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

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

J.C. Cullen, Inc. DBA Niles Radio Communications:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
QUOTE Q 20220241 (attached)
QUOTE WO 20220242 (attached)

EXHIBIT B
AGENCY CONTRACT

1. Request for Proposal Solicitation No. ADSPO19-00008376
2. Best and Final Offer Niles Radio ADSPO19-00008376

Niles Radio Communications
1602 N. East St.
Flagstaff, AZ 86004
(928)774-4621
http://www.nilesradio.com
support@nilesradio.com

QUOTE/ESTIMATE *version 2.0 (1/1/2021)*

Q 20220241

Invoice : NOT INVOICED

City of Flagstaff - Water

Lake Mary Water Treatment Plant
Lake Mary Rd.
Flagstaff, AZ 86001

Created: 2/18/2022
Completed:
P.O. Num:
Vehicle:

W/O Num: 20220241
Type: T&M
Status: ESTIMATE
Tech/Rep: Kelly Cullen

Services Description

Work Requested: 100' Tower for Lake Mary #2 (Tower and Anchor Bolts Only)
Work Requested By: Timothy Harrington
Work Completed: **Picked Up By:**

Equipment Serviced Information

Manufacturer: Valmont **Model No.:** 100' 900S SST **Serial No.:**
Placed Into Service on: 2/18/2022

Parts / Materials

Line	QTY	Part Number	Description	Tax	Price	Total
1	1	100' 900S SST	Valmont 100' Self Supporting Tower	☑	$27,878.00	$27,878.00
2	1	NRC	Freight	☑	$6,545.00	$6,545.00

Quotation / Estimate - Q20220241

Parts/Materials Total			$34,423.00
Sales Tax	9.1810%	**Taxable:** $34,423.00	$3,160.38
Installs	0	$0.00	$0.00
Removals	0	$0.00	$0.00
Labor	0	$70.00	$0.00
Mileage	0	$1.40	$0.00
Travel	0	$70.00	$0.00
Other	0	$0.00	$0.00
W/O Total			**$37,583.38**

Please Sign and Date as an acknowledgement that you accept this proposal

Customer: _____

Date: _____/_____/_____

Printed: _____

Thank You For Your Business!

BASIC TERMS AND CONDITIONS:

- *Prices for Materials and Services are Firm for a period of 30 days.*
- *All Quotations are based on the conditions at the time of quotation.*
- *State, Local or Other Taxes may apply unless proof of exemption is provided with Purchase Order*
- *Delivery ARO for Special Purchase Items is cannot be determined until Order Placement*
- *Applicable Freight Charges may be Pre-Paid and Added - FOB Destination*
- *Payment Terms Net 30 unless otherwise specified*
- *Warranty for Products is Manufacturer Specific, Niles Radio Services Warranty is 1 Year.*
- *Please contact your Sales representative for Detailed Terms and Conditions specific to this Quotation*

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Niles Radio Communications
1602 N. East St.
Flagstaff, AZ 86004
(928)774-4621
http://www.nilesradio.com
support@nilesradio.com

WORK ORDER *version 2.0 (1/1/2021)*

WO 20220242

Invoice : NOT INVOICED

City of Flagstaff - Water

Lake Mary Water Treatment Plant
Lake Mary Rd.
Flagstaff, AZ 86001

Created: 2/18/2022
Completed:
P.O. Num:
Vehicle:

W/O Num: 20220242
Type: T&M
Status: ACTIVE
Tech/Rep: Kelly Cullen

Services Description

Work Requested: 100' Tower Foundation and Erection at Lake Mary #2
Work Requested By: Timothy Harrington
Work Completed: **Picked Up By:**

Equipment Serviced Information

Manufacturer: Valmont **Model No.:** 100' 900S SST **Serial No.:**
Placed Into Service on: 2/18/2022

Parts / Materials

Line	QTY	Part Number	Description	Tax	Price	Total
1	1	NRC-Materials	Foundation (16'X16'X5') Reinforcing Steel, Concrete, and Forming	☑	$12,340.00	$12,340.00
2	1	NRC-Labor	Foundation Excavation, Steel, Forming, Concrete, Reclamation	☐	$13,200.00	$13,200.00
3	1	NRC-Labor	Tower Erection	☐	$10,200.00	$10,200.00
4	1	NRC-Equipment	Crane, Forklift, Back-hoe	☐	$7,520.00	$7,520.00

I agree that the above work has been completed to my satisfaction

Customer: _____

Date: _____/_____/_____

Printed: _____

Thank You For Your Business!

Work Order Summary - WO20220242

Parts/Materials Total			$43,260.00
Sales Tax	9.1810%	**Taxable:** $12,340.00	$1,132.94
Installs	0	$0.00	$0.00
Removals	0	$0.00	$0.00
Labor	0	$70.00	$0.00
Mileage	0	$1.40	$0.00
Travel	0	$70.00	$0.00
Other	0	$0.00	$0.00

W/O Total $44,392.94

This is your authorization/acceptance, not an Invoice..., you will be invoiced for these services and materials within the next 30 days. Parts, Materials, Labor Rates and Totals are subject to adjustment prior to invoicing. If you have any concerns regarding these amounts, please feel free to contact us!

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BFO ADSPO19-00008376 Public Communications Equipment and Services

Niles Radio

Pricing Sheet (if multiple product offering please add additional rows in product category of offering).

		Unit Pricing/Details				Service				Warranty		
Line Item Number	Section / Product Category	Product Number	List Price	Discount Offered	Net Price	Service Included (Yes or No)	Service Type Design, Engineering, FSE, etc.)	Service Hourly Rate	Fixed Price	Warranty OEM (Years/Mos.)	Extended Warranty	URL Link for catalogs exceeding 10MB
	2.0 2-way Radios											
1	*BK TECHNOLOGIES*	See Catalog 1	See Catalog 1	32%		YES	Design, Eng., FSE, & Install	$70.00		2 Years	Ext. 3, 4, or 5 Year	
2	*BK TECHNOLOGIES KNGP*	See Catalog 1	See Catalog 1	42%		YES	Design, Eng., FSE, & Install	$70.00		2 Years	Ext. 3, 4, or 5 Year	
3	*BK TECHNOLOGIES Accessories*	See Catalog 1	See Catalog 1	20%		YES	Design, Eng., FSE, & Install	$70.00		1 Year		
4	*CODAN*	See Catalog 6	See Catalog 6	20%		YES	Design, Eng., FSE, & Install	$70.00		3 Years	Ext. 4 or 5 Year	
5	*CODAN Accessories*	See Catalog 6	See Catalog 6	15%		YES	Design, Eng., FSE, & Install	$70.00		1 Year		
6	*EFJ*	See Catalog 7	See Catalog 7	26%		YES	Design, Eng., FSE, & Install	$70.00		3 Years		
7	*EFJ Accessories*	See Catalog 7	See Catalog 7	15%		YES	Design, Eng., FSE, & Install	$70.00		1 Year		
8	*ICOM*	See Catalog 8	See Catalog 8	32%		YES	Design, Eng., FSE, & Install	$70.00		2 to 3 Years		
9	*ICOM Accessories*	See Catalog 8	See Catalog 8	15%		YES	Design, Eng., FSE, & Install	$70.00		1 Year		
10	*JPS Interoperability Solutions*	See Catalog 9	See Catalog 9	5%		YES	Design, Eng., FSE, & Install	$70.00		1.5 Years		
11	*JPS Cable Catalog*	See Catalog 10	See Catalog 10	5%		YES	Design, Eng., FSE, & Install	$70.00		1.5 Years		
12	*Kenwood LMR*	See Catalog 11	See Catalog 11	32%		YES	Design, Eng., FSE, & Install	$70.00		3 Years		
13	*Kenwood LMR Accessories*	See Catalog 11	See Catalog 11	15%		YES	Design, Eng., FSE, & Install	$70.00		1 Year		
14	*Kenwood Repeaters*	See Catalog 11a	See Catalog 11a	32%		YES	Design, Eng., FSE, & Install	$70.00		1 Year		
15	*Kenwood P25*	See Catalog 12	See Catalog 12	32%		YES	Design, Eng., FSE, & Install	$70.00		3 Years		
16	*Kenwood P25 Accessories*	See Catalog 12	See Catalog 12	15%		YES	Design, Eng., FSE, & Install	$70.00		1 Year		
17	*Motorola Commercial Radio*	See Catalog 13	See Catalog 13	31%		YES	Design, Eng., FSE, & Install	$70.00		1 to 3 Years		
18	*Motorola Commercial Accessories*	See Catalog 14	See Catalog 14	15%		YES	Design, Eng., FSE, & Install	$70.00		1 Year		
19	*Motorola Professional Radio*	See Catalog 15	See Catalog 15	31%		YES	Design, Eng., FSE, & Install	$70.00		2 to 3 Years		
20	*Motorola Professional Accessories*	See Catalog 16	See Catalog 16	15%		YES	Design, Eng., FSE, & Install	$70.00		1 Year		
21	*Motorola Fixed Equipment*	See Catalog 17	See Catalog 17	31%		YES	Design, Eng., FSE, & Install	$70.00		2 Years		
22	*Motorola Analog Fixed Equipment*	See Catalog 17a	See Catalog 17a	31%		YES	Design, Eng., FSE, & Install	$70.00		2 Years		
23	*Motorola Management Console Applications*	See Catalog 17b	See Catalog 17b	31%		YES	Design, Eng., FSE, & Install	$70.00		2 Years		
24	*Motorola Broadband Solutions*	See Catalog 17c	See Catalog 17c	31%		YES	Design, Eng., FSE, & Install	$70.00		2 Years		
25	*Pyramid*	See Catalog 18	See Catalog 18	18%		YES	Design, Eng., FSE, & Install	$70.00		1 Year	Ext. 2, or 3 Year	
26	*WilsonPro / Weboost*	See Catalog 20	See Catalog 20	10%		YES	Design, Eng., FSE, & Install	$70.00		3 Years		
27	*WilsonPro / Weboost Accessories*	See Catalog 20	See Catalog 20	10%		YES	Design, Eng., FSE, & Install	$70.00		1 Year		
	3.0 Digital Microwave Terminals											
1	*Cambium Radios and Components*	See Catalog 2	See Catalog 2	20%		YES	Design, Eng., FSE, & Install	$70.00		1 Year	Ext. 7 Year	
2	*Cambium Accessories*	See Catalog 3	See Catalog 3	15%		YES	Design, Eng., FSE, & Install	$70.00		1 Year		
3	*Cambium Full Line*	See Catalog 5	See Catalog 5	15%		YES	Design, Eng., FSE, & Install	$70.00		1 Year		
	4.0 LMR Base Station Antennas											
	4.0 Microwave Antennas											
1	*Cambium Microwave Antennas*	See Catalog 4	See Catalog 4	15%		YES	Design, Eng., FSE, & Install	$70.00		1 Year		
	5.0 Radio Dispatch Consoles											
1	*Telex*	See Catalog 19	See Catalog 19	25%		YES	Design, Eng., FSE, & Install	$70.00		1 to 5 Years		
2	*Telex Accessories*	See Catalog 19	See Catalog 19	10%		YES	Design, Eng., FSE, & Install	$70.00		1 Year		
	6.0 Generators											
	7.0 Back-up Batteries											
1	Concorde AGM Batteries & Ancillary Equip.	See Catalog 21	See Catalog 21	5%		YES	Design, Eng., FSE, & Install	$70.00		1 Year		
	8.0 Prefab Comm Shelters											
1	*Envirobuilding*	See Catalog 22	See Catalog 22	5%		YES	Design, Eng., FSE, & Install	$70.00		Roof - 20 Year		
2	*Envirobuilding Options*	See Catalog 22	See Catalog 22	0%		YES	Design, Eng., FSE, & Install	$70.00				
3	*Magnum Shelters*	See Catalog 23	See Catalog 23	5%		YES	Design, Eng., FSE, & Install	$70.00		10 Year		
	9.0 Service											
1	*NILES RADIO CAPACITY-MAX SYSTEM AIRTIME*							$15 / Month				
2	*Snowcat Rental with Operator*							$150 / Hour				
3	*Mountain Top Site Colocation*							$75 - $750/Mo				
	10.0 Consultation and Thrid -Party Oversight											

BFO ADSPO19-00008376 Public Communications Equipment and Services

Niles Radio

Pricing Sheet (if multiple product offering please add additional rows in product category of offering).

		Unit Pricing/Details				Service				Warranty		
Line Item Number	Section / Product Category	Product Number	List Price	Discount Offered	Net Price	Service Included (Yes or No)	Service Type Design, Engineering, FSE, etc.)	Service Hourly Rate	Fixed Price	Warranty OEM (Years/Mos.)	Extended Warranty	URL Link for catalogs exceeding 10MB

Public Communication Equipment and Services

CTR046831

Niles Radio

This contract is for public communication equipment and services for all State of Arizona Agencies, Boards and Commissions including members of the State of Arizona Purchasing Cooperative. The sections awarded include:

- **2-Way Radios**
- **Digital Microwave Terminals**
- **LMR Base Station Antennas, Microwave Antennas**
- **Radio Dispatch Consoles**
- **Back-up Batteries**
- **Prefab Communications Shelter**
- **Service**

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- **Offer and Acceptance**
- **Part 2: Scope, Pricing and Terms and Conditions (Rev 2)**
- **5-B Conformance Statement**
- **3-C Proposed Subcontracts**
- **BAFO Change Log**

The solicitation for this contract was ADSPO19-00008376 and was started in ProcureAZ. The solicitation file can be found in APP under BPM001941.

Request for Proposal

Solicitation No.
ADSPO19-00008376
Description:
Public Communications Equipment and Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Public Communication Equipment and Services to in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below.

Initial Offer:	1. Aug. 15. 2018 date	KEC initial					
Revised Offers:	2. X date #1	initial	3. X date #1	initial	4. X date #1	initial	
	5. X date #4	initial	6. X date #5	initial	7. X date #6	initial	
Best and Final Offer:	8. X date 8/30/2019	KEC initial					

Niles Radio	Kelly E. Cullen	Initials
Offeror company name	Signature of person authorized to sign Offer	
1602 N. East St.	Kelly E. Cullen / President	
Address	Printed name and title	
Flagstaff, AZ 86004	Kelly E. Cullen / President	
City | State | ZIP	Contact name and title	
73-1693252	kelly@nilesradio.com	928-774-4621
Federal tax identifier (EIN or SSN)	Contact Email Address	Contact phone number

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

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

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

State's Contract No. is: CTR046831 **The effective date of the Contract is: 10-09-2019** **Contract awarded : 10-09-2019**

Procurement Officer Signature

Procurement Officer, James Atkins

Part 2: Scope, Pricing and Terms and Conditions (Rev 2)

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1.0 Background

1.1 The intent of this Solicitation is to provide both public communications equipment and services to support the State of Arizona's Agencies, Boards and Commissions including members of the State of Arizona Purchasing Cooperative.

1.2 The Solicitation shall describe the State's requirement and minimum technical specifications for the equipment and services the State wishes to purchase under the resultant contract(s).

1.3 This is a multi-award contract with Offeror ability to provide proposal's on one or more sections of this Scope of Work. Award will be made by Scope of Work Sub-section(s) two (2) through nine (9) independently.

2.0 2-Way Radios

2.1 **Analog & Digital Vehicular Mounted Mobile Radio Equipment**: Various types of vehicular-mounted mobile radio equipment for VHF, UHF, and 700/800 MHz trunked and conventional, analog and digital radio equipment

2.2 **Mobile Data Radio Vehicular Mounted Equipment**: UHF or 700/800 MHz mobile digital data link radios.

2.3 **Desk-top Analog &Digital Base Station Radio Equipment:** High-quality VHF, UHF, and 700MHz, 806-869 MHz, conventional, and 700/800 MHz trunked, multi-channel base/control stations using phase/frequency or digital modulation.

2.4 **Analog & Digital Personal/Portable Radio Equipment:** Various types VHF, UHF, and 700/800 MHz, conventional and trunked personal/portable radio transceivers.

2.5 **Analog & Digital Motorcycle Rear-mounted Radios:** 160+ channel, two-piece, VHF High-band, UHF, and 700/800 MHz, all solid-state motorcycle radio.

2.6 **Low Power Vehicular Repeater:** VHF, UHF, and 700/800 MHz in-vehicle mounted repeater, for attachment to the vehicle's mobile radio and extending the range of the user's portable radio.

2.7 **Multi Band Radios:** Mobile and potables capable of operating on more than one public safety band.

2.8 **Base/Mobile Relay Station Fixed Radio Equipment:** VHF High-band, UHF, 700/800 MHz continuous duty, mobile relay/base station equipment using phase, frequency, or digital modulation.

2.9 **Fixed Link Base Radios:** VHF, UHF, and 700/800 MHz fixed radios for site to site linking.

2.10 **Communications Service Monitors:** Communications Service Monitors for use in the maintenance of Arizona's Radio Communications Systems.

The following are definitions of terminology as they apply to the State's requirements as stated in this solicitation:

- ***VHF (High-band):*** means 150-174 MHz, additional coverage desirable but not required
- ***UHF***: means 450-470 MHz, additional coverage desirable but not required.
- ***700/800***: means radios capable of operation across the complete 700 and 800 MHz public safety band (769-869)

- ***800***: means radios capable of operating on FCC designated Public Safety LMR channels above 806 MHz
- ***Narrowband***: radios meeting FCC 12.5 KHz channel widths and meeting the mask requirements of FCC Part 90.210d.
- ***FDMA***: Frequency Division Multiple Access as applies to P25 or DMR.
- ***TDMA***: Time Division Multiple Access as applies to P25 Phase II, or Open Sky.
- ***P25*:** Project 25 per TIA standards AA102 etal
- ***High Tier Subscriber Equipment***: means radios designed for Public Safety applications with the highest transmitter and receiver performance specifications: Frequency Stability, Hum and Noise, Spurious Emissions, High Power; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection. Available features like: P25 conventional and trunking operations FDMA – TDMA, high channel / talk group count (1000+), AES / DES encryption, MultiKey, OTAR, OTAP, multiple display options, including multi–line alpha-numeric, keypad; Meets Mil Spec 810 C/D/E/F.
- ***Mid-Tier Subscriber Equipment***: means radios designed for Public Safety applications with good transmitter and receiver performance specifications: Frequency Stability, Hum and Noise, Spurious Emissions, Mid Power; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection. May include features like: P25 trunk and conventional operations, reduced channel / talk group count (100+), Encryption; Meets Mil Spec 810 C/D/E/F. High-Tier performance specifications apply unless otherwise listed.
- ***Low Tier Subscriber Equipment***: means radios designed for Business & Industry applications with good transmitter and receiver performance specifications for: Hum and Noise, Spurious Emissions; Receive Adjacent Channel Selectivity, Spurious and Intermodulation Rejection, Mid Power & reduced channel count; Meets Mil Spec 810 C/D/E/F.

2.11 **Radio Standards** - The radio equipment provided by the contractor shall meet or exceed EIA, TIA, FCC, IEEE and NEMA requirements, standards, specifications, practices and/or procedures current at the time of contract award. All equipment will be FCC Type Approved for class of service specified. The measurement procedures and performance standards for land mobile radio equipment specified herein shall comply with the TIA/EIA-603 standards. Standards for equipment employing digital C4FM or CQPSK modulation shall comply with the TIA/EIA-102 standards. Where the State's specification are more stringent than those of EIA/TIA, the State's specification shall apply.

2.12 **Transmitter Characteristics** - Transmitter shall use only solid-state active components. Synthesizing techniques of frequency generation are required for all but the Low-Tier models. Each Low-Tier unit will have a solid state sub-audible tone encoder.

2.12.1 Operating Frequency: The transmitter shall be factory supplied and aligned to the specific RF frequencies given in the purchase order.

2.12.2 Transmitter Standards: The transmitter shall meet or exceed the minimum standards as set forth in EIA/TIA Standard RS152B. Where the requirements of the State's specifications are more stringent than those of the EIA, the State's specifications shall apply. The transmitter shall comply with all FCC Rules and Regulations in effect on the date of issuance of the purchase order.

2.12.3 System Modulation, Narrowband:

2.12.3 (a) High-Tier: VHF/UHF/700/800: Analog - 11K2F3E / (800 -16K0F3E); Digital - 8K11F1E, and others in compliance with FCC efficiency standards

2.12.3 (b) Low-Tier: VHF or UHF: +/-2.5 KHz (11K2F3E)

2.12.4 Audio Frequency Harmonic Distortion:

High-Tier: All Bands: Less than 3% at 1000 Hz and 60% maximum deviation

Low Tier: All Bands: Less than 5% at 1000 Hz and 60% maximum deviation.

2.12.5 Carrier Frequency Stability: Radios offered under this contract shall meet or exceed the FCC stability requirements listed under 47CFR90.213 and 47CFR90.539. High-Tier radios are expected to exceed these specifications as applicable. All units will be priced and sold meeting these specifications.

2.12.6 Frequency Spread: Per Band definition; with no degradation in power output.

2.12.7 RF Output Impedance: 50 ohms.

2.12.8 Time-out Circuit: The transmitter shall be equipped with an adjustable time-out timer circuit that will turn off the transmitter after continuous transmitting. An audio tone shall be provided that will alert the operator that the transmitter has been timed out. Releasing the microphone push-to-talk button shall instantly reset the timer.

2.12.9 Continuous Toner Encoder: The conventional (non-trunked) transmitter shall be supplied with the capability to generate up to 32 sub-audible tones to modulate the transmitter for the full duration of all transmissions. The tone generators shall be designed for continuous operation with total harmonic distortion less than 10%. The tone encoder shall conform to all standards of EIA/TIA Standard RS-220A. There shall be available twenty (20) narrow band tone channels between 100.0 and 192.8 Hz inclusive (of Groups A and B) in accordance with EIA/TIA Standard RS-220A for continuous tone-controlled squelch system.

The frequency of the sub-audible tone generator shall be controlled by a solid-state tone network or be software based and shall be maintained within +/- 0.5% of its specified frequency over the temperature range of -30 degrees C to +60 degrees C.

The transmitter unit shall transmit a special sub-audible tone burst upon release of the push-to-talk switch. This burst shall last 160 +/- 40 msec. and be the same frequency as the regular tone supplied for a particular channel but out of phase by 180 +/-60 degrees from the previously transmitted tone. This circuitry shall be explicitly designed for the elimination of receiver "squelch tail."

2.12.10 Final Amplifier Protection: The transmitter output stage shall be protected from burnout due to excessive antenna VSWR. No damage shall result when the transmitter is subjected to a short or open circuit antenna output during continuous keying for a one minute period.

2.13 **Receiver Characteristics -** The receiver shall be completely solid-state, utilizing only high-quality transistors, integrated circuits, diodes, and other solid-state devices. The receiver shall be rated for continuous operation. A channel scanning feature with selectable priority may be listed as a separate option.

2.13.1 Operating Frequency: Per the band definitions.

2.13.2 Receiver Standards: The receiver shall meet or exceed the "minimum standards" as set forth in EIA/TIA Standard RS204C. Where the requirements of the State's specification are more stringent than those of the EIA/TIA, the State's specifications shall apply.

Definitions, standards, and methods of measurements shall conform to EIA/TIA Standard RS204C, unless specifically described otherwise.

2.13.2 (a) EIA 12 dB SINAD Sensitivity:

- High-Tier: All Bands: 0.25 microvolt or better, Analog
- Mid-Tier: All Bands: 0.3 microvolt or better, Analog
- Low-Tier: All Bands: 0.35 microvolt or better, Analog

2.13.2 (b) RF Input Impendence: 50 ohms

2.13.3 Squelch Circuitry: The conventional analog (non-trunked) receiver shall be supplied with carrier squelch and tone-coded squelch capability for a minimum of 32 CTCSS tone frequencies. The tone frequencies will be specified in the State purchase order. Tone decode circuitry shall be the sub-audible CTCSS type as described in EIA/TIA Standard RS-220A and shall meet all specifications of RS-220A.

There shall be two modes of operation, to be selected at the will of the operator. These are:

- Carrier squelch operation - The receiver squelch opens for any sufficiently strong on-frequency RF carrier; and
- Tone-coded squelch and carrier squelch operation- The receiver is muted until the incoming on-frequency RF carrier is modulated by the proper continuous sub-audible tone and the on frequency RF carrier is sufficiently strong to break squelch as determined by the carrier squelch adjustment control. This "and" squelch condition shall remain continuous for the duration of carrier reception. Selection of the mode of operation shall be made by manual switch control.

2.13.4 Carrier Actuated Squelch Circuit: The carrier actuated squelch shall be of the adjustable sensitivity type with a continuously variable control. The squelch circuit shall be designed to not respond to noise bursts.

2.13.5 Tone Actuated Squelch Circuits: The tone actuated squelch circuit shall conform to all standards of EIA/TIA Standard RS-220A. Continuous presence of the proper modulating tone shall be required to keep the squelch open when in the carrier squelch and tone-coded squelch mode of operation.

2.13.6 Tone Squelch Characteristics:

- Tone deviation shall not exceed 10% of the peak system deviation. A tone signal 3% removed from the frequency of the proper tone shall not operate the squelch circuit, regardless of the level recovered at the discriminator.
- The tone modulation shall be filtered from the voice signal such that with tone deviation set at 20% of the peak system deviation, the tone fundamental frequency shall be at least 30 dB below the level of a 1000 Hz tone transmitted at 2/3 rated system deviation with the receiver adjusted for maximum rated audio output.
- The tone squelch circuit shall respond by squelching the receiver within 160 +/-40 msec. of a tone burst 180 +/-60 degrees out of phase with the previous tone. This circuitry shall be explicitly designed to eliminate receiver "squelch tail."

2.14 Transceiver Unit Specifications:

2.14.1 Antenna Switching. Antenna switching must be accomplished by a hermetically sealed relay switch or some other reliable mechanical or electrical means.

2.14.2 Environmental Standards. All equipment provided under this specification shall be tested to, and conform to, the requirements of Mil Std. 810C/D/E for shock, vibration, humidity, dust, salt, fog, and other weather conditions.

2.15 Trunking Operation Option:

2.15.1 High Tier: Trunked radio options will be considered. Any such analog trunked radio shall meet the same technical RF specifications as the conventional model. Analog trunked radios shall conform to APCO 16 protocols. Digitally trunked radios should be of the same model line as the conventional radio, and shall be fully compatible with the P25 TIA/EIA Phase I Standard for FDMA, or the TDMA P25 Phase II or Open Sky Public Safety Trunking.

2.15.2 Low Tier: Trunked radio options will be considered. Any such trunked radio shall meet the same technical RF specifications as the conventional model.

2.15.3 Auxiliary Test Equipment: Associated test equipment such as plug-in service meters, computer interface cables/boxes, and test bench control set-ups may be offered. Any designated service meter should be compatible with the transceiver metering socket(s) and have scale calibrations consistent with the readings called for in the service manual. The test-bench control set-up shall include the proper style control heads, speaker, microphone, metering panel, and interconnecting cabling at least 6 feet in length. A price shall be included for an optional frequency programmer and software.

2.16 ANALOG & DIGITAL VEHICULAR MOUNTED MOBILE RADIO EQUIPMENT

2.16.1 **Model Specifications**

2.16.1 (a) **High-Tier, Mid-Tier:** The following specification describes various types of vehicular-mounted mobile radio equipment. These radios may be either one-piece (dash mount) or two-piece (remote mount). These radios are: VHF High-band, UHF and 700/800 MHz radios capable of analog conventional and trunked; and digital conventional and trunked radio operation.

2.16.1 (b) **Low-Tier:** The following specification describes various types of vehicular-mounted mobile radio equipment; High-band VHF, UHF, and 800 MHz. These radios may be either one-piece (dash mount) or two-piece (remote mount).

2.17 Electrical Specifications:

The equipment shall be designed to operate from a nominal 12 volt negative ground vehicle electrical system. Adequate overload and reverse polarity protection shall be provided. Control circuits shall be arranged so that the vehicle ignition switch will disable both the transmitter and receiver when in the OFF position, but allow operation when in the ACCESSORY position.

2.18 Transmitter Characteristics:

The transmitter shall be of modern solid-state design.

2.18.1 **Carrier Power Output Rating: (all minimum intermittent power at 20% duty cycle)**

2.18.2 **High Tier VHF:** 40 watts or, 50-110 watts, adjustable UHF: 40 watts or 50-100 watts, adjustable 700-800 MHz Trunked: 10-30 Watts

2.18.3 **Low-Tier VHF**: 25 Watts minimum, adjustable UHF: 25 Watts minimum, adjustable 700-800 MHz: 15 Watts minimum, adjustable.

2.18.4 Conducted and Radiated Spurious Emission Attenuation:

2.18.5 **High-Tier** -75 dB or greater

2.18.6 **Mid-Tier** -70 dB or greater

2.18.7 **Low Tier** -55 dB or greater

2.18.8 **Audio Frequency Harmonic Distortion:**

2.18.8 (a) High-Tier - All Bands: Less than 3% at 1000 Hz and 60% maximum deviation

2.18.8 (b) Low Tier - All Bands: Less than 5% at 1000 Hz and 60% maximum deviation

2.18.9 **FM Hum and Noise Attenuation:**

2.18.9 (a) **High-Tier** -40 dB (12.5 KHz)

2.18.9 (b) **Low Tier** -35 dB (12.5 KHz)

2.19 Receiver Standards

The receiver shall meet or exceed the "minimum standards" as set forth in EIA/TIA Standard RS-204C. Where the requirements of the State's specification are more stringent than those of the EIA/TIA, the State's specifications shall apply. Definitions, standards, and methods of measurements shall conform to EIA/TIA Standard RS-204C, unless specifically described otherwise.

2.19.1 **Adjacent Channel Selectivity Desensitization**

2.19.1 (a) High-Tier -70 dB or better (12.5 KHz)

2.19.1 (b) Mid-Tier -65dB or better (12.5 KHz)

2.19.1 (c) Low-Tier -60 dB or better (12.5 KHz)

2.19.2 **Spurious Response Attenuation:**

2.19.2 (a) High-Tier -80 dB, or better (12.5 kHz)

2.19.2 (b) Low-Tier -70 dB, or better (12.5 kHz)

2.19.3 **Intermodulation Spurious Attenuation:**

2.19.3 (a) High-Tier -80 dB, or better (12.5 kHz)

2.19.3 (b) Low-Tier -70 dB, or better (12.5 kHz)

2.19.4 **Audio Power Output:**

2.19.4 (a) High-Tier 10 watts minimum, 3% maximum distortion

2.19.4 (b) Low-Tier 7.5 watts minimum, 5% max. dist., external speaker

2.20 Transceiver Unit Specifications:

2.20.1 **Power Requirements.** The unit shall draw less than 1.0 amp of current with the receiver and transmitter in a quiescent "ON" condition. The transmitter/receiver shall be a complete integral unit with all previously specified items, including AF or RF power amplifier built internally into the transceiver unit.

2.20.2 **Physical Construction**

- The complete transmitter and receiver combination shall be mounted in a single housing.

- The housing shall be furnished in enamel or lacquer over a non- ferrous plating of A-N standard chrome type metal primer or equal.
- The housing shall be of steel or equivalent construction and not louvered, to inhibit the entrance of dust and other foreign matter. A locking device shall be used to prevent the unit from being removed from its mounting by unauthorized personnel.
- All interconnection cabling between the transmitter, receiver, and power supply shall be accomplished internally in the equipment housing. With exception of the power, control, and antenna cabling, there shall be no external connections or cabling on the equipment housing.
- All frequency determining elements in the transmitter and receiver shall have a locking or clamping device to ensure permanent connection during operation.
- The maximum transmitter/receiver dimensions shall not exceed 2.5" x H x 7.0" W x 13.0" L. All but the High-Tier Model must weigh less than 8.5 lbs. The complete mobile unit shall be capable of normal operation when mounted in any physical position.

2.20.3 **Interconnecting Cables.** All cables and wires shall be furnished to interconnect the radio set with its accessories and the vehicle's electrical system. Cables shall be insulated, waterproofed and equipped with appropriate connectors. All plug-in connectors shall be of the heavy-duty type and shall be provided with threaded coupling rings or other substantial fool proof locking devices to prevent accidental disconnect.

2.21 Supplied Components: The vendor shall supply all necessary components such as cased permanent magnet type loud speaker, combination transmitter/receiver, separate control head, a palm -type microphone, all ROMS, necessary control, power and cables, and all required mounting hardware as part of the Low-Tier transceiver package.

2.21.1 **Microphone and Control Head**

- A palm-type dynamic low impedance microphone with preamplifier and spring clip shall be supplied with each mobile unit. The microphone shall be ruggedly constructed to withstand the severe usage of mobile operations and shall have a push-to-talk switch mounted on the microphone housing. The microphone shall be provided with a nominal 4 ft. length self-retracting coil type cord. A separate matching control head (not part of the microphone) including all controls required for operation of the transmitter/receiver equipment shall be furnished as part of the equipment.
- The control head for a 2-piece control unit shall be capable of mounting on the vehicle dash or floorboard and a suitable inter-cabling kit shall be provided to interconnect the control head and the transmitter/receiver equipment. The control cable to be supplied shall be at least 20 feet in length and shall not have any intermediate junction boxes or barrier strips.
- The control head shall incorporate as a minimum:
  1. An ON and OFF switch.
  2. An indicator lamp to indicate that the radio is on.
  3. A squelch sensitivity control.
  4. Tone squelch disable switch, which may be located on the microphone hang-up brackets.

5. A volume control button or knob. (Clockwise Volume increase)
6. A red light that illuminates when the transmitter push-to-talk switch is activated.
7. Channel (Talk Group) selection control switch or knob.
8. Scan switch with channel priority select.
9. (**High-Tier/ Mid-Tier Requirement only**) A LCD alphanumeric readout display for channel information.

- All indicator lights shall be LED or LCD, or some other proven long-life illumination device (30,000 hour average life or better for High-Tier, 10,000 hour average life or better for all other models). All background lighting shall be diffused and non-glaring, with intensity sufficient for high ambient daytime lighting.
- The alphanumeric display control head shall be factory preprogrammed to the customer's channel labeling requirements. Radio frequency channeling shall also be preprogrammed at the factory.

2.21.2 **Loud Speaker.**
A heavy-duty permanent magnet loud speaker rated for a minimum of 10 watts and mounted in a heavy metal or high impact plastic case with mounting brackets shall be provided.

2.21.3 **Power Cable**.
One battery cable (hot) of at least 22 feet in length shall be supplied with each unit.

2.22 Optional Accessories:

The following accessories to the mobile unit are desired:

- **(High-Tier, Mid-Tier,)** Digital voice encryption, including AES and DES.
- **(High-Tier, Mid-Tier, Low-Tier)** Digitally controlled remote control head with alpha/numeric readout.
- (**High-Tier, Mid-Tier, or Low-Tier)** Analog or digital voice encryption, DTMF tone generator from microphone.

2.23 Servicing:

Transmitter/receiver equipment shall be readily removable from the mount for routine servicing. There shall be provisions for convenient metering of all essential transmitter and receiver circuits from multi-pin metering socket(s). All metering points shall be properly decoupled and connected to the metering socket(s). Provision for automated test set radio analysis is acceptable. All circuit modules shall be easily accessible plug-in printed circuit type fiberglass boards. Easy access shall be provided to all other portions of the unit.

2.24 <u>MOBILE, DATA RADIO, VEHICULAR MOUNTED EQUIPMENT</u>

This specification describes the minimum requirements for a UHF or 700/800 MHz mobile digital data link radio. The radio shall operate on a 25 KHz bandwidth channel at various data speeds from 19.2 Kb/sec to 44.3 Kb/sec, or 9.6 Kb/sec to 22 Kb/sec on a 12.5 KHz channel, or greater, depending upon signal conditions and BER conditions. Diversity receiver technology is encouraged, but not mandatory. Specifications shall meet voice radio specification unless otherwise listed.

2.24.1 **Transmitter Characteristics:**

2.24.1 (a) Operating Frequency. The transmitter shall be capable of operating on at least 16 separate conventional frequencies. The transmitter shall be factory supplied and aligned to the specific RF frequencies given in the purchase order.

Carrier Power Output Rating: (all minimum intermittent power at 20% duty cycle)
UHF: 10-40 Watts
800 MHz: 10-35 Watts
900 MHz: 10-25 Watts

- **System Modulation:**

UHF/800 MHz: Digital (8K6DF1D, 15K3F1D, 15K0F1D, 15K6F1D

- **Conducted and Radiated Spurious Emission Attenuation:**

UHF/800 MHz: -75 dBc

- **Harmonic Emission Attenuation**:

UHF/800 MHz: -80 dB

- **FM Hum and Noise Attenuation:**

UHF/800 MHz: -40 dB below 60% max deviation

2.25 Receiver Characteristics:

2.25.1 **Operating Frequency**

The receivers shall be capable of receiving on a minimum of 16 channels at UHF 450 MHz, and at 800 MHz.

2.25.2 **Receiver Standards:**

- **EIA 12 dB SINAD Sensitivity:**

All Bands: 0.35 microvolts

- **Adjacent Channel Selectivity Desensitization:**

UHF/800/900 MHz: 65 dB (12.5 KHz narrowband digital)

UHF/800 MHz: 75 dB (wideband 25 KHz)

- **Spurious Response Attenuation:**

UHF: -80 dB

800/900 MHz: -80 dB

- **Intermodulation Spurious Attenuation:**

UHF/800 MHz: -75 dB

- **Frequency Stability:**

UHF/800/900 MHz: 1.5 ppm

2.26 DESK-TOP ANALOG & DIGITAL BASE STATION RADIO EQUIPMENT:

This specification describes low and mid power radios, for desktop or wall mount, for use either as a local base or as a control station for a repeater or trunked network.

2.26.1 This device has an integrated housing with the AC power supply and the radio.

2.26.2 An option for this class is a remote line interface.

2.26.3 Offerings shall meet the corresponding mobile radio applications.

2.27 ANALOG & DIGITAL PERSONAL /PORTABLE RADIO EQUIPMENT

2.27.1 **Model Specifications**

2.27.1 (a) High-Tier

This specification describes various types VHF, UHF, and 700-800 MHz, narrow band, conventional and trunked personal/portable radio transceivers.

Specifications for battery charging units and jerk-and-run mobile radio converter consoles are also included.

2.27.1 (b) Mid-Tier

This specification describes various types VHF, UHF, and 700/800 MHz analog, digital, conventional and trunked personal/portable radio transceivers.

2.27.1 (c) Low-Tier

This specification describes various types VHF, UHF, and 800 MHz analog conventional and trunked personal/portable radio transceivers

2.28 Transmitter Standards

Definitions, standards, and methods of measurement shall conform to EIA Standard RS-316B, unless otherwise noted.

2.28.1 (a) Carrier Power Output

- High-Tier

VHF: 5 watts minimum

800 MHz: 3 watts minimum

- Low-Tier

2 watts minimum

2.28.1 (b) Spurious and Harmonic Emission

- High-Tier -75 dBc
- Low-Tier -60 dBc

2.28.1 (c) FM Hum and Noise

- High-Tier -40 dB or better (12.5 kHz)
- Low-Tier -35 dB or better (12.5 kHz)

2.28.1 (d) Transmit Audio Distortion

- High-Tier Less than 3%
- Low-Tier Less than 5%

2.29 Receiver Characteristics

2.29.1 Adjacent Channel Selectivity

• High-Tier -61 dB or better (12.5 kHz)

• Low-Tier -50 dB or better (12.5 kHz)

2.29.2 Intermodulation

- High-Tier -75 dB or better (12.5 kHz)
- Low-Tier -60 dB or better (12.5 kHz)

2.29.3 Spurious and Image Rejection

- High-Tier -75 dB or better (12.5 kHz)
- Low-Tier -60 dB or better (12.5 kHz)

2.29.4 Audio Power Output

- High-Tier 500 mw at less than 3% distortion
- Low-Tier 500 mw at less than 5% distortion

2.30 General Electric and Mechanical Characteristics:

2.30.1 **Components Included:**

The vendor shall supply all necessary components, such as transceiver, battery, and flexible antenna.

The radio shall effectively have the following exterior controls: Power on/off, volume, channel selector, and push-to-talk switch. The radio shall be supplied with an integral microphone and loud-speaker. The push-to-talk switch shall be located on the side of the transceiver so it may be conveniently depressed while speaking into the microphone.

2.30.2 **Programming:**

- Each unit under this section except for the Low-Tier model shall be completely Field programmable. All channel information such as transmit and receive RF frequencies; CTCSS tone frequencies, and anything else which would be functionally tied to the channel selector of the radio, shall be fully field programmable and reprogrammable utilizing a single programming unit.
- Field Programmer - Each Vendor shall provide as an option, a field programming unit which is designed to fully program the channel personality of each radio under this section. The programmer may either be a self-contained programming unit, or the programmer may consist of an interface unit and software to convert a personal computer to a field programmer.

2.31 Battery Cycle

The rechargeable battery supplied with each radio shall have the capacity to provide at least 8 hours of service when used in a 5% transmit, 5% receive, 90% standby duty cycle.

2.32 Battery Chargers

2.32.1 **High-Tier:** Single and multiple (minimum 5 unit) battery chargers shall be available and priced separately on the price pages. The chargers shall recharge a completely discharged battery within 3 hours; thereafter a low (trickle) charge rate shall be available.

The chargers shall be UL approved and operate from a 120-volt A.C., 60 Hz power source. Protection shall be provided to prevent battery damage by over-charging or over-heating.

2.32.2 **Low-Tier:** A single unit battery charger shall be available and priced separately on the price pages. The charger shall recharge a completely discharged battery within 14 hours; thereafter a low (trickle) charge rate shall be available. The charger shall be UL approved and operate from a 120-volt A.C., 60 Hz power source. Protection shall be provided to prevent battery damage by over-charging or over-heating.

2.33 Mobile Radio Converter Console and Charger (High-Tier Model Only):

2.33.1 **Availability**: There should be available, as an extra option, a mobile charger/converter console. The charger/converter console shall conform to the following criteria:

1. The vehicular chargers shall accept both VHF, UHF, 700/800 portables.

2. Circuitry shall be incorporated in the charger which will prevent over charging the battery if it is left on charge indefinitely.

3. The unit shall completely recharge either low or high capacity batteries in three hours or less.

4. A temperature sensing logic circuit shall be provided that prevents charging a battery that is too hot or cold for reliable safe charging.

5. When the portable is in the vehicular charger, the battery shall be electrically disconnected and the portable shall be powered from the vehicle battery. Operation of the portable in the charger shall not drain or prevent the portable battery from charging. It shall be possible to use the portable in the charger even if its battery is dead.

6. Audio power amplifier and charger circuitry shall be turned on by insertion of the portable in the charger and turned off by removal of the portable from the charger.

7. The charger/converter shall provide the vehicle enclosure for the radio and shall provide for the following items:

- Connects the radio to the external antenna.
- Connects the radio to the vehicle microphone.
- Connects the radio to the vehicle audio amplifier and speaker.
- Connects the radio to the charging circuit.

2.33.2 A key locking assembly shall be furnished to provide for locking the radio in the charger unit. The charger/converter mounting shall meet applicable federal safety standards for automotive accessories. A red LED "Transmit" indicator.

2.33.3 Accessories - Each charger/converter shall include the following accessories: • Microphone with coiled cord and connector.

- A 12 watt amplifier and speaker.
- Mounting brackets and hardware to mount the charger and its accessories.
- If a special calibrator is required to adjust the chargers, one shall be furnished.
- Special 12 watt speaker volume control or pad. Each 12 watt speaker amplifier, or the vehicle charger, shall incorporate a variable pad or volume control to allow for

presetting the portable volume control to a normal listening level, and then when the portable is inserted into the vehicular charger, the volume level will be correct for vehicular use without further adjustment.

2.33.4 Power Requirements: The charger/converter shall be designed to operate from a normal 12 volt negative ground automotive electrical system. The reference voltage shall be established at 13.6 volts DC.

2.33.5 Mechanical Adjustment: The vehicular charger shall be mechanically adjusted by the factory before delivery and shall not require further adjustment by the buyer prior to being placed into service. All mechanical adjustments shall have locking devices to ensure their continued alignment during operation. Proper operation of the vehicular charger includes the unit's ability to lock in and release the portable radio in a smooth and easy manner without binding. All electrical functions of the unit shall be operational with the portable radio properly locked in. The pins contacting the portable radio shall be a heavy-duty type, capable of withstanding multitudinous insertions and removals of the radio from the charger.

2.34 ANALOG & DIGITAL MOTORCYCLE REAR-MOUNT RADIO:

This specification describes low and mid power radios, for motorcycle use. Offerings shall meet the corresponding mobile radio applications.

2.34.1 **Installation:**
The radio unit shall be designed for two-piece rear fender/handlebar control head mounting on Kawasaki, Honda, BMW, or Harley Davidson motorcycles, and shall meet Federal safety requirements.

2.34.2 **Interconnecting Cables:**

2.34.2 (a) All cables and wires shall be furnished to connect the unit to its associated control head and to interconnect the mobile unit with its accessories and the vehicle electrical system. Cables shall be well insulated, waterproofed and equipped with appropriate connectors.

2.34.2 (b) Connectors shall have a screw fastener to mechanically secure the connectors.

2.34.3 **Control Panel:**

The control panel shall be functional, attractive and include all facilities for operating the radio. Controls shall include on-off switch, volume control and squelch disable switch, a red light indicator for transmitter operating, a frequency selection switch for multifrequency requirements, an alpha/numeric channel indicator display, and a Priority Scan enable switch. The control panel shall be weather proof.

2.34.4 **Microphone:**

2.34.4 (a) A military palm-type, noise-canceling microphone shall be supplied as part of the equipment. The microphone shall be a dynamic or magnetic type, and shall include a convenient push-to-talk button for transmitter control. Option helmet (head set) microphones are encouraged to be listed.

2.34.4 (b) The microphone cord shall be a retractable type, with conductors of tinned metallic stranded wire not smaller than AWG size 30. The microphone cord

shall be terminated with a separate screw-on male connector or telephone type modular connector, for mating with the receptacle supplied on the radio.

2.34.5 **Optional Weatherproof Housing:**

2.34.5 (a) Housing shall provide a weatherproof seal to the elements and shall be capable of preventing unauthorized access to the radio by some type of key lock mechanism. Housing should also be capable of supporting an antenna mount.

2.34.5 (b) Weatherproof Housing shall be included as a purchase option of the radio.

2.34.6 **Power Supply:**

2.34.6 (a) The power supply shall be designed to operate from a normal 12 volt negative ground motorcycle electrical system. The reference voltage shall be established at 13.6 VDC. DC input to the radio shall be adequately filtered to exclude all alternator noise.

2.34.6 (b) The power supply, and associated transmitter and receiver, shall be designed so that no degradation shall result (except for a 3 dB loss in transmitter power) in the receiver audio output, squelch sensitivity and SINAD sensitivity if the power supply voltage is varied +/-10% from 13.6 VDC.

2.34.6 (c) The power supply, transmitter, and receiver shall be adequately protected by replaceable type fuses or circuit breakers.

2.35 FIXED LINK BASE RADIOS

The following items are system specifications and shall be determined on a per channel basis, as appropriate, for two link transceivers and associated equipment.

2.35.1 **Power Requirements**

Each low power transceiver shall operate from a negative ground +12.6 volt supply. The transmitter current drain shall be adjustable to less than 1.0 amps when transmitting (at reduced power). The complete transceiver shall operate in an idle condition with a current draw of:

2.35.1 (a) Category 1- Less than 150 ma.

2.35.1 (b) Category 2- Greater than 150 ma., but less than 800 ma

2.35.2 **Environmental**

The transceivers shall operate and meet the specifications herein set forth over an ambient temperature range of 0 to +50 degrees Celsius, with a maximum humidity of 95% at altitudes from sea level to 10,000 feet. The equipment shall remain operational over an ambient temperature range of -20 to +55 degrees Celsius.

2.36 Duplexer, BP & BP/BR

The vendor shall list an optional duplexer. A duplexer, pre-tuned to the frequencies specified in the purchase order, shall be available with each link transceiver. It shall be included as a separate priced unit for each transceiver package. Both Pass and Band Pass / Band Reject duplexers should be offered.

- Insertion Loss shall be 1.5 dB maximum

- Connectors - Type N Female

2.36.1 **Option A -** UHF Option shall satisfy the following requirements

- Transmitter Noise Suppression an Receive Frequency / 75 dB
- Receiver isolation at Transmitter Frequency / 75 dB

2.36.2 **Option B -** 700-800 MHz Option shall satisfy the following requirements

- Transmitter Noise Suppression an Receive Frequency / 65 dB
- Receiver isolation at Transmitter Frequency / 65 dB

2.37 Re-Radiation Loss

The vendor shall list an optional isolator with no more than 0.5 dB total insertion loss and shall be capable of dissipating at least 10 watt of reflected power. Re-radiation of intermodulation products shall be no greater than -50 dBm from the duplexer antenna port when a spurious signal within the duplexer's pass band arrives at that port at 0 dBm (EMR model numbers 7540/2 / 7640/2 or equal). It shall be included as part of each transceiver package as a separate unit.

2.38 Common Circuitry

The transceiver shall be made with removable modular card construction and fit in a standard 19-inch rack mount. The transceiver shall have interfacing circuitry that provides a common point for external control (PTT, COR, power, and 600 Ohm audio connections) to the transmitter and receiver.

2.39 Audio Requirements

The transceiver shall have a 600 ohm balanced 4-wire audio interface. Transmitter and Receiver audio levels shall be adjustable from 16 to +1 dBm. The overall frequency response of the link (end to end) shall exceed a 3002 grade line with type C2 conditioning and be capable of passing industry standard function tones.

2.40 Physical Size/Form Factor

The physical size of the transceiver shall be such that it will fit in a 19-inch equipment rack (width) while not occupying more than 4 rack units (7 inches) vertically. The unit's depth shall not exceed 15 inches. The transceiver should be modular with individual modules plugging into the backplane via a card edge connector.

2.41 Transmitter Characteristics

The transmitter shall meet or exceed the following minimum specifications:

2.41.1 **Carrier Power Output**

- Category 1 / 6 watt minimum VHF, UHF, 3W minimum 700/800 MHz.
- Category 2 / 12 watt minimum VHF, UHF, 700/800 MHz

2.41.2 Spurious and Harmonic Emission Attenuation / 70 dB below carrier

2.41.3 Audio Frequency Total Harmonic Distortion / 5% maximum

2.41.4 Key-Up Time to Full Output / 40 milliseconds, maximum

2.42 Receiver Characteristics

2.42.1 Spurious Response Rejection (Attenuation) / 90 dB Minimum

2.42.2 Intermodulation Spurious Rejection (Attenuation) / 75 dB Minimum

2.42.3 Adjacent Channel Selectivity / - 45dB (12.5KHz)

2.42.4 Audio Output / -16 dBm to +1 dBm (600 Ohms).

2.42.5 Buffered discriminator output

2.42.6 External Mute - The receiver shall have an external mute input which while actively prevent any audio signal from passing through the 600 Ohm receive output port.

2.43 LOW POWER VEHICULAR REPEATERS EQUIPMENT

This specification describes VHF, UHF, and 700/800 MHz in-vehicle mounted repeater, for attachment to the vehicle's mobile radio and used to extending the range of the user's portable radio.

2.44 MULTI-BAND RADIOS

This section describes radios capable of operating in multiple public safety radio bands. For the purposes of this contract the 700 MHz and 800 MHz bands are considered a single band. Specifically, these radios are capable of operating in any two or more of the VHF, UHF, or the 700/800 MHz bands. Otherwise specifications are controlled by the class and tier of the offered product.

2.45 ANALOG & DIGITAL BASE/MOBILE RELAY STATION FIXED RADIO EQUIPMENT

Model Specifications

2.45.1 **Basic Operations**

The following specification describes, VHF High-band, UHF, 700 MHz, and 800 MHz continuous duty, mobile relay/base station equipment using phase, frequency, or digital modulation. Must be FCC type accepted to meet the modulation mask described in FCC Part 90.210.d. Trunked stations must meet the APCO 16, P25, or Open Sky system requirements. All 700 MHz stations shall be capable of P25 operation. Stations shall be capable of the following three modes of operation:

- Mode 1 - The station operates as a mobile relay only
- Mode 2 - The station operates as a tone and/or E&M remote controlled base station and mobile relay
- Mode 3 - The station operates as a tone and/or E&M remote controlled simplex or duplex base station

Digitally trunked base/repeaters shall be of the same model line as the conventional radios.

2.46 Electrical Specification:

The equipment shall be designed to operate from a primary power source of 117 volts AC, 60 Hz. Adequate overload protection shall be provided. All power supplies shall use only high-quality, long-life, solid-state components as active devices. The equipment shall also be capable of operating from an external DC power source.

2.47 Transmitter Characteristics:

2.47.1 The transmitter shall use solid-state components throughout. The use of vacuum tubes in any stage is not acceptable.

2.47.2 Each station offered shall be capable of normal, continuous duty operation.

2.47.3 The transmitter shall be supplied for single frequency operation at any frequency within the VHF, UHF, 700 MHz (745-805 MHz) or 806-869 MHz bands. An alternate option for two or more frequency stations shall also be an option. The transmitter shall be factory aligned to the frequency specified in the purchase order.

2.47.4 Transmitter Standards:

- Carrier Power Output Rating:

  High-Tier 40-100 watts, continuous duty.

- Conducted and Radiated Spurious Emissions:

  High-Tier / -85 dB (12.5 kHz)

  Mid-Tier / -70 dB (12.5 kHz)

- Audio Frequency Harmonic Distortion:

  High-Tier / All Bands: 2% Max.

  Mid-Tier / 3% maximum

- FM Hum and Noise Level: High-Tier / -45 dB (12.5 kHz)

  Mid-Tier / -34 dB (12.5 kHz)

2.47.5 **Reradiated Loss:**

Re-radiation of intermodulation products shall be at least -50 dBm VHF (-30dBm) all other bands) from the transmitter antenna port or at the external isolator output port (if provided) when a spurious signal arrives at the port at 0 dBm. Any isolators used to accomplish this, shall be capable of dissipating at least 50 watts of

2.48 Receiver Characteristics:

The receiver shall be completely solid-state, utilizing only high-quality, long-life, solid-state components as active devices. The receiver shall be rated for continuous operation.

2.48.1 **Receiver General Characteristics:**

- Adjacent Channel Selectivity: High-Tier / -75 dB at 12.5 KHz

  Mid-Tier / -60 dB at 12.5 KHz

- Spurious Response Attenuation: High-Tier / -95 dB at 12.5 KHz

  Mid-Tier / -70 dB at 12.5 KHz

- Intermodulation Spurious Attenuation:

  High-Tier / -80 dB at 12.5 KHz

  Mid-Tier / -70 dB at 12.5 KHz

2.48.2 **Carrier Operated Relay:**

A carrier operated relay (COR) shall be provided. Upon receipt of an on-frequency RF carrier signal and the required squelch activating sub-audible tone, this relay shall provide closure of a pair of normally open dry relay contacts.

2.48.3 **Mobile Relay Operation:**

The receiver repeat audio shall be connected to the transmitter modulator input through a gain control to permit independent adjustment of transmitter modulation level. The repeat level shall be independent of line input/output levels. A carrier control timer shall be provided. This will limit the duration of any continuous mobile relay transmission to a pre-selected interval of from 30 seconds to 5 minutes**.**

2.49 Station Control and Operation:

2.49.1 **Station Audio Control:**

The station shall be designed to accept two-line, 4-wire audio; 0 dB in/0 dB out.

2.49.2 **Tone Control Scheme:**

The base station shall be controlled by in-band tones for the remote controlled transmit function and the repeater enable/disable function.

2.49.2 (a) **Transmit Tone Control:**

- Transmit tone control shall be by tone intervals of the following sequence:

  A = Guard Tone (2175 Hz) for 125 msec. nominal

  B = Transmit Tone (1950 Hz; 10 dB down from (A) for 40 msec. nominal

  C = Low Level Guard Tone (2175 Hz for the duration of the message; 30 dB down from A)

- The "B" function tone shall activate the transmit function of a single frequency base station with the "C" tone continuing throughout the message.
- The station decoders shall not respond (false) to voice peaks up to test tone levels or noise up to -10 dBm.
- The tone decoder overload (talk-down level for voice peaks shall be greater than the test tone level; the overload level for noise shall be such that overload does not occur with levels as high as 10 dB below test tone.

2.49.2 (b) **Tone Squelch Disable:**

The receiver sub-audible tone squelch unit shall be disabled by the short tone sequence indicated below:

A= Guard Tone (2175 Hz) for 125 msec. nominal

B= CTCSS Disable Tone (2050 Hz); 10 dB down from (A) for 40 msec. nominal

2.49.3 **Repeater Enable/Disable Function:**

The mobile function of the station shall be enabled and disabled by the tone sequence indicated below:

A= Guard Tone (2175 Hz) for 125 msec. is nominal

B= Function Tones (10 dB down from A, 1550 Hz for enable, 1440 Hz for disable) for 40 msec. nominal

2.49.4 **E&M / DC Control**

The station shall provide a contact point, which when grounded, will key the station and allow the transmission of line audio. When the station is keyed by grounding the contact point, the remote control function shall have priority over the repeater function. Also, tone remote keying shall have priority over DC contact keying.

2.49.5 **Microphone and Speaker**

A palm-type microphone with push-to-talk switch and hang-up bracket shall be supplied with each unit for local control. A permanent magnet loud speaker with volume control shall also be supplied. The volume to the monitoring speaker shall be independent of the transmitter repeat and line output levels. The local PTT and microphone audio functions shall override repeater or line PTT and audio.

2.50 Optional Duplexer:

For the UHF & 800 MHz stations only, an optional duplexer, pre-tuned to the frequencies specified in the purchase order, shall be considered separately. It shall be capable of being mounted horizontally in a standard 19" rack. Models determined to meet the requirements of this section include the EMR 65534/ENC, SBC-2 for UHF, and the Celwave PD898 for 800 MHz, or approved equivalents. Because of random Tx/Rx frequency splits, VHF duplexing equipment is not a requirement of this RFP.

2.50.1 Frequency Separation: UHF MHz: 5 MHz minimum
700 MHz: 30 MHz minimum
800 MHz: 45 MHz minimum

2.50.2 Maximum Power Input: (Continuous duty) / 100 Watts

2.50.3 Insertion Loss:

UHF: at 5.0MHz Separation: 1.0dB Max.

700 MHz: at 30 MHz Separation: 1.0 dB Max.

800 MHz: at 45 MHz Separation: 1.0 dB Max.

2.50.4 Transmitter Noise Suppression at Receive Frequency:

UHF: : 75 dB minimum

700/800 MHz: 65 dB minimum

2.50.5 Receiver Isolation at Transmit Frequency:

UHF: : 75 dB minimum

700/800 MHz: 65 dB minimum

2.50.6 Maximum VSWR: 1.5:1 or less; both bands

2.50.7 Connectors: Type N Female or 7/16 DIN

2.51 General Electrical and Mechanical Characteristics:

2.51.1 Basic Components:

- The radio equipment shall be installed in a standard, indoor cabinet enclosure, or an optional heavy-duty, aluminum, 19-inch, open relay rack of a nominal 90-inch height, meeting EIA Standard RS310C (Harris -Dracon 46055-005 or approved equivalent). All station chassis shall be mounted near the middle of the rack. The maximum height of the mobile relay/base station equipment shall be 37 inches.
- All RF input/output connectors on major station assemblies shall be Type N, BNC, or TNC, or some other approved locking RF connector.

2.51.2 Special Tools:

One complete set of any specialized hand tools shall be provided with each base/mobile relay station ordered. Tools shall include all necessary tuning tools, cables, card and/or module extenders, etc., to locate defective parts, trace equipment malfunctions, and perform routine maintenance.

2.51.3 Service Meters:

Panel mounted meters with associated selector switches or similar means may be optional with all units to measure all transmitter and receiver circuits essential to tuning and servicing. Such meters or fixtures shall be separately priced. If a computer interface is required for routine maintenance, the software shall be provided.

2.51.4 Wiring:

Wiring shall be color coded or marked in an acceptable manner for ease of maintenance. All inter-chassis wiring shall be clamped, laced or tied to prevent undue mechanical strain on connectors and terminals. When subjected to an open flame, hot soldering iron, or short circuit, the wire used in this equipment shall not support combustion for more than five seconds after the heat source is removed.

2.52 COMMUNICATION SERVICE MONITORS

These specifications describe a Communications Service Monitors for use in the maintenance of public safety land mobile radio communications system. These systems will be primarily conventional narrowband FM, conventional P25, trunked P25 or Astro 25 systems.

2.52.1 **Physical Construction**:

The complete monitor, including any and all modules, shall be contained in the mainframe. All switches, controls, inputs and outputs normally used during operation should be accessible from the front of the instrument. The mainframe cabinet shall be provided with a cover to protect the controls and oscilloscope from damage. The monitor shall operate over a temperature range of 0 to 40 degrees Celsius and weigh less than 35 pounds, including all plug-in modules and batteries.

2.52.2 **Electrical Specifications:**

The monitor shall be all solid-state. The monitor shall be capable of accepting operating power from one of two sources. No internal modifications or adjustments shall be required by the operator to change from one power source to another.

2.52.2 (a) A.C. Power / 120 VAC, 60 Hz; the unit shall be supplied with a 6-foot grounding power cord.

2.52.2 (b) D.C. Power / 12 VDC to 15 VDC; the unit shall be supplied with the required connector to supply D.C. power to the monitor for specific classifications.

2.52.3 **Service Monitor Operating Sections:**

The following functions shall be provided by the monitor, as defined by instrument class:

- R.F. Signal Generator
- R.F. Receiver
- Duplex R.F. Signal Generator
- General Purpose Oscilloscope
- R.F. Spectrum Analyzer
- Tracking Generator
- High Stability Oscillator (0.01 ppm - 0.1 ppm)
- Frequency Counter
- Power Meter
- Audio Generator
- Distortion Meter
- General Purpose Oscilloscope

2.52.4 Signal Generator - Signal output(s) shall be provided to allow servicing and alignment of FM communications receivers.

2.52.5 Frequency Generation - Continuous from 1 MHz to 1000 MHz .

2.52.6 Output Level - 0.1 microvolt to 20 millivolts

2.52.7 Output Level Accuracy: <+/- 2Db

2.52.8 Time Base Aging and Stability: 1.0 PPM/year after the first month

2.52.9 Frequency Step Resolution: 10 Hz or better

2.52.10 Modulation: AM & FM

2.52.11 Audio Generator: 1 KHz fixed, & variable frequency tone

2.53 Receiver Monitor/Display:

The receiver/monitor shall display demodulated signals on the LCD display/meter and allow audible monitoring via a self-contained speaker.

2.53.1 Frequency Range & Accuracy: Same as for Signal Generator

2.53.2 Input Sensitivity: 2 microvolt maximum for 10 dB SINAD

2.53.3 Input Impedance: 50 ohm, nominal

2.53.4 Deviation Measurement Range: <+/- 2.0 KHz to >+/- 10 KHz peak for full scale display

2.53.5 Deviation Measurement Accuracy: +/- 5%

2.53.6 Demodulated Output Distortion: < 10%

2.53.7 Frequency Meter Error Resolution: 1 Hz/10 sec. gate time

2.54 Oscilloscope

The receiver LCD display should be made available for use as a general purpose oscilloscope to 50 KHz or 500 KHz, depending upon classification/model.

2.55 Spectrum Analyzer

2.55.1 Frequency Range: 400 KHz to 1000 MHz

2.55.2 Dynamic Range: -90 dBm to -30 dBm

2.55.3 Display Range: >70 dB calibrated in dBm

2.55.4 Horizontal Display Calibration: Shall have selectable per-division sweep calibration.

2.55.5 Calibration: A reference signal should be available from the instrument to be used for level calibration.

2.56 Duplex RF Signal Generator

2.56.1 Offset Frequency Range: +/- 10 KHz to +/- 45 MHz

2.56.2 Output Level: >100 microvolt

2.57 Accessories

The monitor shall be provided with a whip antenna designed to make off-the-air measurements, an output cable assembly, and a service manual.

2.58 Operational Considerations

It is the intent of these specifications to buy a dependable communications service monitor to service government-owned communications equipment. The monitor must be ruggedly constructed to withstand severe vibration and shock encountered during travel to remote transmitter sites.

The instrument will be used daily and must be a reliable standard under the specified extremes of temperature and other conditions experienced during routine service procedures. The monitor shall be portable and completely self-contained. The service monitor shall be so constructed and labeled for easy use. Protection should be provided to minimize damage to the instrument by an inadvertent keying of a transmitter into the generator output(s). The generator's output(s) shall withstand a minimum of 100 watts for up to 30 seconds.

2.59 Configurations

Three configurations of monitors shall be proposed separately, depending upon option level and vendor product line. These shall include the following:

2.59.1 Maximum Feature Test Set with Extended Range Duplex Signal Generator (no offset limit within 1-1000 MHz range), Spectrum Analyzer with full span (1-1000 MHz) sweep, Tracking Generator, High Stability Oscillator, & Computer control interface. Must list options required to meet specifications. It requires P25 digital trunking, Smartnet trunking capability. Options may include extended RF range, automatic test and tuning software, additional digital modes including LTE, BER testing (List all trunking modes and other additional options as offered by vendor.)

2.59.2 Full Feature Portable Service Monitor with Duplex Signal Generator (1000 MHz), Spectrum Analyzer (1000 MHz), Tracking Generator (1000 MHz), and High Stability Oscillator (0.5 ppm), with internal Battery Power (List trunking and other additional options as offered by vendor). Units determined to meet the intent of this specification include the Freedom 8000 series and Aeroflex 8800 series**.**

2.60 GENERAL SPECIFICATIONS:

2.60.1 Non-Proprietary Specifications

2.60.1 (a) These specifications describe electronic radio equipment to be used in various Arizona State, VHF High-band, UHF 450 MHz and 700- 800 MHz (Conventional and Trunked) radio communications systems. This document will describe separately, the requirements for fifteen (15) different classes of electronic equipment.

2.60.1 (b) Only the VHF (150-174 MHz) model in all radio lines will be evaluated on technical specifications. If a VHF conventional product qualifies for an award in a product line, then the vendor may add their conventional UHF Band, and qualification of a conventional 800 MHz product will allow a 700 MHz product in the same radio line to be added to the contract, providing the discount percentage is the same as for the VHF or 800 MHz model.

2.60.1 (c) The specifications do not include any proprietary items, components, circuits, or devices which would preclude any communications equipment manufacturer from producing equipment to meet these specifications. All technical tolerances, ratings, power outputs, or any technically specified criteria contained within these specifications are considered to be within the current state of the art and are currently being met by commercially available electronic equipment. The fact that a manufacturer chooses not to produce equipment to meet these specifications is not sufficient cause to adjudge these specifications as restrictive.

2.61 CONTRACTOR SUPPORT (Installation and Maintenance):

2.61.1 Instruction Books, User Guide and Product Literature

The contractor will make available the following equipment documentation to purchasers in any quantity specified by the purchaser over and above the quantity required to be included with the unit price. Manuals will accompany the equipment at time of delivery or may be delivered prior to equipment delivery.

- OPERATORS MANUAL One (1) operators manual will be furnished with each equipment unit. This manual will provide an operational description of the equipment and all other pertinent operational details. This manual must include illustrations or photographs displaying the location and details of the various devices and controls. This manual will be a volume separate from all other manuals.
- INSTALLATION MANUAL the installation manual will consist of printed and illustrated sections that describe the mechanical, electrical and electronic details of assembly sufficient to assure proper operation at completion. This manual may be a section of the service manual. Installation manuals **will be included** with each lot of purchase for example: a) one (1) manual for each base/repeater unit b) one (1) manual for each of the mobile or portable radio units, up to a maximum of ten (10) manuals for each lot of mobile or portable radios. The purchaser will specify additional manuals required with each purchase.
- SERVICE MANUAL The service manual must contain circuit descriptions in verbal and illustrative form which are concise and all inclusive. Sections of the manual will include theory of operation to the component level, parts lists, troubleshooting flow diagrams and charts, instructions for alignment programming, adjustment and/or setup, schematics with normal operating voltages, plus wiring, interface, interconnection and printed circuit layout and assembly diagrams. Also included will be a list of maintenance and test equipment required for equipment maintenance prescribing make, model, description, manufacturer and alternatives. Service

manuals will be included with each lot of purchase in the same manner as described above for the installation manual. The purchaser will specify additional manuals required with each purchase.

2.61.2 Warrantee (additional requirements):

It Contractors shall warrantee all equipment for one (1) year following the equipment's Acceptance.

2.61.3 Parts Support:

All equipment covered by these specifications and any resultant contracts will have a minimum service life of seven (7) years from date of delivery to the purchaser and the contractor will guarantee replacement parts stocking by the contractor and/or authorized distributor for this service life period.

2.62 WORKMANSHIP

All the various types of equipment supplied under this Contract shall be of the latest, most improved model, past the development state and in factory production. Such equipment shall have a satisfactory production performance record as evidenced by product literature supplied by the Contractor and as determined by the State. Equipment without performance data will be subject to a technical evaluation for acceptability. If requested, Contractor shall supply a sample unit to the State within ten (10) days of the request. The sample unit will be returned within sixty (60) days. Components used in the equipment shall be only those specified in Contractor's equipment literature. Contractor shall provide a name and telephone number list of users/agencies that have purchased and installed the proposed equipment for the State's use during the evaluation process.

2.63 PROGRAMMING

Each model of radio shall have a Radio Programming Device available if one is required to program the radio. This software shall be for the highest level and revision of software available, including all maintenance software. The vendor shall agree that purchase of a single software package constitutes a "user" license per-site and may make necessary copies for internal use as required at a site. The vendor shall also offer at a reasonable additional cost, a "system" license for use at up to 10 agency service shops.

3.0 Digital Microwave Terminals

3.1.1 Offer(s) shall be the manufacturer or distributers of the products requested and specified;

3.1.2 Standards and specifications from the following shall be used unless otherwise specified;

3.1.3 Federal Communications Commission (FCC) Title 47 Parts 2, 15, and 101 as applicable;

3.1.4 Bellcore Technical References;

3.1.5 International Telecommunications Union – Telecommunications Standardization Sector (ITU-T), formerly know as CCITT;

3.1.6 International Telecommunications Union Radio Communication Sector (ITU-R), formerly known as CCIR;

3.1.7 Institute of Electrical and Electronic Engineers (IEEE);

3.1.8 MIL-HDBK-217, Reliability Prediction of Electronic Equipment;

3.1.9 Underwirters laboratory (UL);

3.1.10 American National Standards Institute (ANSI);

3.1.11 Electronic Industries Association (EIA);

3.1.12 Telecommunications Industries Association (TIA);

3.1.13 In case of conflicting requirements of standards, they apply in the sequence in which they are listed above. The complete apparatus shall also comply with the applicable codes, laws, and regulations of all governmental agencies having jurisdiction.

3.2 General Requirements

3.2.1 Equipment to be furnished complete:

3.2.1 (a) When requested a fully functional assembly with standard industry interfaces for the signal payload, power connections, alarm I/O connections and any required data or service channel interfaces. All other accessories would be priced separately in the vendors catalogs at a discount off listed price and in as much as these materials may be provided by the purchaser or already exist.

3.2.1 (b) Equipment supplied under this contract shall be new and provided with the latest hardware and software revisions currently being shipped. The Contractor shall notify the Purchaser when any hardware or software revision is incompatible with previously shipped equipment. The Contractor shall identify the incompatibility and shall provide a method to resolve the incompatibility.

3.2.1 (c) Equipment supplied under this contract shall be standard production, identified by model numbers as listed in supplier's catalogs and price pages. All equipment supplied under this contract shall be in full production status. Equipment still in testing phases shall not be accepted.

3.2.2 Instruction Manuals - A complete, comprehensive set of instructions, block diagrams, and operating manuals shall be furnished for each piece of equipment supplied. Manuals shall be provided in the form of printed copy and available on CD Rom at no cost. The intent is for documentation at a level sufficient for maintenance to the lowest replaceable unit. Each instruction manuals shall contain the following as a minimum:

3.2.2 (a) Complete block diagrams including information outlining method of operation, supply voltages, etc. for all equipment.

3.2.2 (b) Circuit diagrams showing internal interconnect wiring of all equipment.

3.2.2 (c) Complete instructions covering operation, theory of operation, and maintenance of all equipment and accessories.

3.2.2 (d) Servicing manuals, instructions, and procedures shall be of sufficient detail in order to perform detailed maintenance down to the sub-assembly level.

3.2.2 (e) Diagrams showing inter-equipment wiring and cabling including terminal block connections.

3.2.2 (f) Normal point-to-point operating voltages, current, and power levels for test and adjustment purposes.

3.2.2 (g) Detailed installation instructions.

3.2.2 (h) Detailed list of all replacement spare parts.

3.2.2 (i) Block and level diagrams.

3.3 As-Built Drawings

Two sets of as-built drawings for the whole system plus one set for each site shall be supplied to the Purchaser indicating the location of the equipment, exterior equipment wiring, cabling, block and level diagrams, and any other details that are either different or omitted from the instruction books supplied. If only equipment has been ordered and not a complete system, the as-built drawings shall show the equipment interconnection details and specific frequencies for each piece of equipment.

3.4 Contractor's Guarantee

Contractor guarantees that the equipment furnished under the contract meets all of the requirements contained within this specification. Product shall meet or exceeds the manufacturers published performance specifications, as well as all equipment furnished shall fully meet all applicable Federal Communications Commission (FCC) rules and Electronic Industries Association (EIA) specifications.

3.5 Warranty Service and Maintenance Contracts

Contractor shall repair or replace without charge to the Purchaser, any equipment or part that which fails in operation during normal use within 24 months from the date of receipt of the equipment. This shall not apply to failures caused by acts of God or extraordinary circumstances beyond the control of the Contractor.

3.5.1 Contractor shall support the following:

3.5.1 (a) maintenance

3.5.1 (b) servicing

3.5.1 (c) removal and replacement of defective parts

3.5.1 (d) adjustments and measurements

3.5.2 In order to maintain the equipment supplied under this contract to the manufacturer's specifications and requirements of the FCC for a period of 2 years from the date of the receipt of the equipment. This shall be at no additional cost for those services requested for malfunctions reported during a normal working day. A normal working day is considered to be Monday through Friday, 0800 to 1700 hours, holidays excepted.

3.5.3 Contractor shall have a technician (at a fee) that has been trained and is competent to maintain the supplied equipment on 24-hour call at all times. Phone numbers and addresses shall be provided of the people to contact in an emergency. If the Purchaser elects to maintain the equipment themselves, the Contractor shall provide 24- hour call-in technical support 7 days a week. Contractor shall provide at time and expense price list for onsite maintenance services which may be purchased on an as needed basis.

3.5.4 When a malfunction is reported and service is requested, the Contractor's technician shall be able to provide technical support within 60 minutes after the Contractor or their representative was notified by the Purchaser.

3.5.5 Contractor shall provide the names of the persons who shall be the primary contact point for service, complaints, and general inquiries. Their names, addresses, and telephone numbers shall be submitted in Section 3 Personnel section.

3.5.6 Contractor shall quote when requested, charges for malfunctions reported, service requested, and maintenance performed as follows:

3.5.6 (a) After 1700 and before 2400 hours, Monday through Friday.

3.5.6 (b) After 2400 and before 0800 hours, Monday through Friday.

3.5.6 (c) Saturday, Sunday, and holidays.

3.5.7 Equipment or part replaced under the provisions of this warranty becomes the property of the Contractor. If the Contractor desires the defective equipment or part returned all

transportation charges shall be the responsibility of the Contractor. If the Contractor does not specifically request return of such replaced parts within the 30 days from date of replacement, the equipment or parts become property of the Purchaser. Contractor shall provide repair and return service for two years at no charge.

3.5.8 Replacement parts shall be regularly stocked by the Contractor and/or authorized distributor. Delay in the Purchaser's receipt of replacement parts shall not exceed ten calendar days from Contractor's or distributor's receipt of order.

3.5.9 Contractor shall guarantee deliver of emergency orders within 48 hours from receipt of order. Emergency orders shall be transported by the most expedient manner available with the transportation cost borne by the Purchaser less normal shipping cost.

3.6 Failure to Meet Requirements of Specifications

3.6.1 Should any of the inspections, tests, or operation of the equipment under service conditions show that the system or equipment does not meet the requirements of the specifications, the Purchaser shall reject the equipment and direct the Contractor to immediately furnish such new equipment or parts thereof, as may be necessary to bring it up to the requirements of the specifications.

3.6.2 Material and equipment furnished shall be subject to approval by the Purchaser(s), including engineers selected to review the products with regard to design, operation, performance and requirements of this specification. The acceptance of equipment or parts thereof shall in no way relieve the vendor of responsibility for furnishing equipment that meets this specification in all detail.

3.7 Detailed Specifications of Equipment

3.7.1 Contractor shall submit a complete description of the operation of the quoted equipment when requested. The description shall include detailed specifications, photographs, panel layouts with labeled controls, model numbers, and, in general, show all phases of the quoted equipment. These specifications must be complete and cover in detail all requirements set forth herein. Any deviation from these specifications shall be fully explained. No quote shall be considered that does not fulfill these requirements.

3.7.2 Differences may exist in physical arrangements and mechanical construction of standard products of various manufacturers. However, the requirements as stated in this section describe a state-of-the-art microwave radio system concept as related to the operation, expansion, maintenance, and requirements. Equipment offered that does not meet these requirements must have a detailed statement of where deviations exist. A description describing exactly how the equipment differs and the reasons the equipment is equivalent to the requirements of the specification.

3.8 Maintenance and Test Equipment List

3.8.1 Contractor shall if provide when requested, a list of recommended spare parts and test equipment deemed necessary to maintain the equipment.

3.9 Material and Workmanship

3.9.1 Material and workmanship shall conform as specified to the latest standardizing bodies as the IEEE, EIA, NEMA, NEC, FCC, etc. Applicable EIA standards shall be fully met, including all panel and equipment mounting rails, except as required by special circumstances. All material shall be free from defects, corrosion, and scratches.

3.10 Test Procedures

3.10.1 Test procedures shall be conducted as outlined in the EIA standards and IEEE specifications.

3.11 Identification

3.11.1 Operational controls and adjustments, plug-in-cards, sockets, and terminal strips shall have suitable nameplates or stamps for the identification of function or purpose. All cables, plugs, and sockets shall be marked to provide correct mating.

3.12 Servicing

3.12.1 Units shall be readily available for routine servicing. If module or card extenders are required for servicing, then one of each required type shall be furnished.

3.13 Factory Testing

3.13.1 Each unit and assembly shall undergo extensive testing prior to shipment from the factory. These tests shall encompass all aspects and functions of the equipment from the component to the unit entirety. Each delivered unit shall be accompanied by a printed record of the dynamic functional test results for that particular unit.

3.13.2 Equipment purchased shall be system tested at the factory prior to shipment to insure proper operation, alignment, and compatibility.

3.13.3 Contractor shall allow the Purchaser to witness the factory testing. The Contractor shall notify the Purchaser a minimum of 30 days prior to factory testing to allow the Purchaser to make travel arrangements. The Purchaser has the right to decline. Equipment purchased under this contract shall have a minimum service life of 10 years from the date of delivery to the Purchaser. Contractor shall maintain replacement parts for this service period. Should parts or equipment purchased becomes nonfunctional within the 10-year service life period; the Contractor shall find approved replacement equipment or new equipment to the Purchaser for the same price as the original equipment.

3.14 Training

3.14.1 Contractor shall provide training to the Purchaser's personnel in the operation of all of the equipment supplied under this contract. The training shall be supplied at the Contractor's training facility and shall be provided at no cost based on the amount equipment purchased as follows:

3.14.1 (a) 1 to 2 hops of equipment Purchaser pays full cost of training class.

3.14.1 (b) 3 to 5 hops of equipment Contractor provides one seat of training at no cost.

3.14.1 (c) 5 to 7 hops of equipment Contractor provides two seats of training at no cost.

3.14.1 (d) 8 and above Contractor provides three seats of training at no cost plus one additional seat at no cost for every two hops above 11 hops.

3.14.2 In all cases, the Purchaser shall be responsible for travel, lodging, and per diem costs for the people they send to training.

3.14.3 Contractor shall provide technical training in the operation of all of the user equipment supplied. This training shall include:

3.14.3 (a) Training in the operation of the equipment and basic troubleshooting techniques. This may include basic board replacement repair where appropriate.

3.14.3 (b) The Contractor shall provide factory training in the repair and maintenance of the equipment as applicable. This training shall be at the technician level and shall detail the maintenance, operation, level setting, and repair of any electronic equipment being provided.

3.14.4 Contractor shall set forth the cost for optional additional hours of training and for any optional or additional factory or field classes available.

3.14.5 Contractor shall coordinate any training schedule with the Purchaser 45 days prior to starting any training. The Contractor shall provide a training compendium at that time for Purchaser approval.

3.15 System Options

3.15.1 Options listed below shall be provided if requested by the State. The prices for these options are to be quoted in single unit quantities. The Purchaser may order any of the following features without any requirement to order any other option. All optional equipment shall meet the requirements of this specification as applicable.

3.15.2 Frequency coordination services as required to comply with FCC rules and licensing instructions. This shall include services required by the FCC at the time the frequency coordination is requested. Provide the cost on a “per-hop” basis.

3.15.3 Field Engineering Work: Provide a quotation for optional field engineering services for the microwave paths. These services shall include but are not limited to:

3.15.3 (a) Path engineering, including coordinating with the frequency coordinator to determine the correct frequency band considering interference as well as the physical characteristics of the path.

3.15.3 (b) Physical inspection of the sites and verification of the microwave paths.

3.15.3 (c) Providing written documentation showing photographs of the sites, site drawings, and equipment installation locations.

3.15.3 (d) Provide the cost on a per-hour basis.

3.15.4 Installation Services: A quotation for optional field installation services for the microwave equipment, antennas, waveguide, and ancillary equipment. Provide this price on an hourly basis.

3.15.5 No DS1 Multiplex: A deduct option shall be provided to remove the DS1 multiplex for all microwave radio equipment with channel capacities of 28 DS1s and above.

3.15.6 Encryption: Provide a quotation for available encryption options for the microwave equipment.

3.16 <u>Non-Frequency Specific Requirements</u>

3.16.1 Equipment is required to comply with these requirements unless specified elsewhere. These specifications apply to three (3) classes of microwave systems: TDM (DS1s/DS3s), Hybrid (supporting both TDM and Packet on their native modes), and Packet only radios.

3.16.2 Component Ratings: Each and every component part of the equipment shall be operated within the manufacturer's continuous commercial-duty rating under any combination of operating conditions specified. Relays and switches shall be hermetically sealed and rated for a minimum of 2 million operations.

3.16.3 Overload Protection: Adequate fuses, circuit breakers, or other electronic devices shall be included to protect the equipment from internal and external faults. In the event these fusing devices are employed in circuits exhibiting false operation and yet protect the equipment from a sustained overload.

3.17 Printed Circuit Connections

3.17.1 Panel-end cable connections are necessary to extend and interconnect the circuits to other module panels, wire cables may be used, but they shall be made with stranded wire and of sufficient gage and secured so as to equal the quality and reliability achieved from the printed circuit inter-module connections within a panel. Solid-wire cables shall not be used where cables shall be flexed.

3.17.2 Electrostatic Protection: The Contractor shall provide electrostatic protection device, one per unit.

3.17.3 Electromagnetic Susceptibility and Spurious Radiation

3.17.4 As a minimum, the equipment shall meet or exceed the spurious radiated signal requirements of FCC Rules, Title 47, Part 15, Subpart J for Class B computing devices.

3.17.5 Microwave equipment supplied under this specification and contract shall be capable of operating normally when located in a rack adjacent to Part 90 LMR base stations, and not less than 3 meters from high-power TV and FM broadcast transmitters.

3.17.6 Equipment when all covers are installed shall operate normally if a portable radio transmitter operating at 5 watts or less in the 136 to 174 MHz band, 4 watts or less in the 450 to 470 MHz band, and 3 watts or less in the 746 to 806 / 806 to 869 MHz band, is keyed not less than 2 meters from the closest point on the equipment.

3.17.7 Should equipment fail to operate properly under the conditions described above in this section, the Contractor shall be responsible for making any repairs or modifications to the equipment supplied at the Contractor's expense. The Purchaser shall be responsible for making sure any non-Contractor-supplied equipment is operating within specification.

3.18 Mechanical Requirements

3.18.1 Indoor mounted equipment shall be supplied in EIA standard, 7-foot or 7 1/2-foot, 19-inch or 23-inch racks. These racks shall be equipped with standard 1-3/4" rack spacing and drilled and tapped for standard 12-24 NF screws. The rack shall be included in the equipment pricing.

3.18.2 RF units and other equipment designed to be mounted outdoors shall be capable of optionally installing the equipment indoors in a standard EIA equipment rack.

3.18.3 Equipment shall be supplied that shall allow for two complete RF and multiplex equipment assemblies to be mounted in the same rack space to allow for a complete hot-standby repeater or hot-standby terminal to be installed in a single rack space.

3.18.4 Outdoor mounted equipment shall be provided in weatherproof housing including a sun shield as an option available to reduce the amount of heating due to solar isolation.

3.18.5 Equipment shall not be susceptible to bit errors, false alarms, or other abnormal operation when subjected to shock and vibration normally anticipated to be received during normal maintenance actions such as pulling and removing circuit cards, replacing covers, or connecting test equipment either in the immediate rack or an adjacent rack.

3.18.6 Parts requiring service or maintenance must be accessible during normal operation. If covers, shields, or assemblies have to be removed for service, special tools other than a screwdriver and pliers shall not be required. The fasteners holding items that are removed during service must be a captive type, designed for frequent use. All chassis shall be designed to be physically and electrically detached conveniently from the rack for replacement or bench service. All inter-chassis and interrack cabling or wiring shall have connectors designed for rapid connection and disconnection. All cable connectors shall have cable clamps.

3.18.7 Wiring and cabling shall be supported such that the weight of the cable or pressure from bending is not transferred to the connector pins, wire-wrap point, or solder connection.

3.18.8 Any piece of equipment or contact area on the equipment that is capable of inflicting an electrical shock or causing mechanical damage to a person working on the equipment shall have protective covers and shall have appropriate warning labels.

3.18.9 No liquid cooling systems shall be allowed as part of this equipment.

3.19 Environmental

3.19.1 Indoor mounted equipment shall operate as specified under the following room ambient environmental conditions:

3.19.1 (a) Operating Temperature -10 degrees C to +50 degrees C

3.19.1 (b) Relative Humidity 5% to 95%, non-condensing at all operating temperatures

3.19.1 (c) Operating Altitude 4,000 meters

3.19.2 Outdoor mounted equipment shall operate as specified under the following outside ambient environmental conditions:

3.19.2 (a) Operating Temperature -30 degrees C to +55 degrees C

3.19.2 (b) Relative Humidity 5% to 95%, non-condensing at all operating temperatures

3.19.2 (c) Operating Altitude 4,000 meters

3.20 Multiplex Equipment

3.20.1 Terminal and repeater equipment shall be supplied with multiplex equipment to convert the signaling speeds and formats internal to the microwave equipment to industry standard interfaces. These interfaces may include DS0/DS1/DS3, OC3/SONET, Ethernet, and MPLS. Support of these interfaces may be by both internal and/or external hardware.

3.20.2 Multiplex equipment shall be provided for the maximum capacity of the radio equipment being provided.

3.20.3 Multiplex equipment shall mount in the same rack as the microwave radio equipment.

3.20.4 Multiplex equipment shall report equipment and transmission alarms and shall provide an interface into the microwave radio alarm system so a single alarm interface is presented to the technician or person using the alarm system.

3.20.5 Multiplexers shall be capable of performing looping back, as appropriate, on any DS-1, DS-3, or OC-3 signal levels.

3.20.6 T1 digital channel banks should be offered with standard audio and data interfaces. Options that enhance the users flexibility are encouraged.

3.21 Alarm and Control

3.21.1 Alarms shall be available for display and metering locally as well as from any other terminal or repeater connected in the system to the same alarm and control system.

3.21.2 System including multiplex shall provide alarm and control capabilities via Simple Network Management Protocol (SNMP). Any applicable private vendor MIB shall be provided to Purchaser upon request without cost to the Purchaser.

3.21.3 Microwave equipment shall be equipped with front panel system status or a small handheld unit with displays and controls. A computer interface port should be provided for access to more detailed information or advanced features. However, all historical alarm events shall be available to the operator through a laptop port.

3.22 DC Power Requirements

3.22.1 Equipment supplied under this contract shall operate as specified with either a positive or negative ground over a voltage range from 21 to 28 VDC and 42 to 56 VDC with a 200 mV (RMS) ripple.

3.22.2 Radio assembly shall contribute no more that 30 mV RMS ripple to the DC bus, assuming a 400 amp-hour (AH) battery with the system bus rating of 100 A.

3.22.3 Radio rack assembly shall be equipped with a DC distribution facility including power bus, ground bus, and fuse or circuit breaker panel. This DC distribution facility shall provide main DC power for all the equipment installed in the rack. The DC distribution facility shall be equipped with an alarm system to provide an alarm contact whenever a fuse or circuit breaker has opened.

3.22.4 Systems shall provide “fail-safe” operation when the input voltages are outside the required operating range above. This means the radios shall not be subjected to damage or random operation. When the voltage returns to the normal operating limits, the

equipment shall restore normal operation without operator or technician intervention or requiring power to be removed to "reset" the equipment.

3.22.5 Radio equipment configured two or more to a rack shall be individually fused. A power supply failure in one radio assembly shall not affect any other path or hop. This includes the repair or replacement of the failed unit.

3.23 Service Channel and Orderwire

3.23.1 Radio terminal or repeater assembly shall be equipped with a minimum of two service channels capable of the following:

3.23.1 (a) One two-wire audio channel with a 600 ohm input.

3.23.1 (b) A data channel that interfaces at the RS-232 level

3.23.2 Service channels shall not decrease the traffic capacity of the system.

3.23.3 Service channels shall automatically be switched when installed in a radio network using a protected configuration (e.g., loop protection, hot-standby).

3.24 Redundancy and Protection

3.24.1 Microwave equipment shall be designed for reliable operation through the use of redundant power supplies and other common equipment.

3.24.2 Alarm condition shall be generated any time any equipment, with the exception of diversity receive, is operating in a protection mode.

3.24.3 Switching times, including maximum manual switching time, for all equipment shall be stated. Maximum bit errors incurred and transmitter failure confirmation time shall also be included.

3.24.4 Equipment shall provide both manual and automatic error free switching, receive only (and does not apply to 18 and 23GHz).

3.24.5 Complete or partial failure of the protection control or switching shall not render the microwave link inoperable. Any failure of the protection control or switching equipment shall generate a major alarm.

3.24.6 Equipment shall be designed so that protection circuits and units not in service can be tested and repaired without affecting the online system operation.

3.24.7 Amplitude of the digital output signal shall not change more than 2 dB as a result of a transmitter protection switching action.

3.24.8 If both receivers in a hot-standby configuration indicated a received signal level of less than the threshold, the protection circuits shall cause a reverse channel signal to be transmitted to command the standby transmitter to switch on at the far end. This requirement only applies to 6GHz, and 11Ghz systems.

3.25 Space Diversity

3.25.1 Equipment supplied with space diversity receive capability shall provide errorless switching between the transition from one receiver to the other.

3.26 Adaptive Equalization

3.26.1 Adaptive equalization shall be included in all radio receivers. The dispersive fade margin shall be greater than or equal to:

3.26.1 (a) 60 dB for radios operating at DS-3 rates and below

3.26.1 (b) 46 dB for radios operating at 2 DS-3 rates and above

3.26.1 (c) 39 dB for radios operating at OC3-3 rates and above

3.26.1 (d) 50 dB for radios operating 18GHz

3.26.1 (e) 40 dB for radios operating 23GHz

3.26.2 If Co-Channel Cross-Polarization Interference Correction (XPIC) Equalization is offered, the Contractor should so indicate.

3.27 General Radio Digital Performance

This section describes the general performance requirements for bit error rates. Reframe time and frame-lost seconds (FLS). A frame-lost second (FLS) is defined as a 1 second interval during which an out-of-frame condition exists or when the BER is 1x10E-3 or less. No FLS seconds shall be recorded in any consecutive 7-day test period when there are no radio fading effects. The recovery time of the radio from out-of-frame and out-of-synchronization conditions to reframed and resynchronized conditions shall nominally be 0.25 second or less. No more than 5 percent of the recovery times shall exceed 0.5 second. The maximum recovery time shall be 2 seconds or less. The reframe time (search time plus time to establish frame alignment) shall not exceed 7 ms for the level 2 (DS-2 with additional overhead bits) to the DS-1 stage of multiplexing.

3.28 DS-1 Digital Performance and Interface

3.28.1 DS-1 low-speed interface shall be as per Bellcore TR-NWT-000499 and ANSI T1.102 as applicable.

3.28.2 Basic specification shall be as follows:

3.28.2 (a) Data Rate: 1.544M bps ± 32 ppm

3.28.2 (b) Line Impedance: 100 ohms, ± 5 percent, balanced

3.28.2 (c) Line Code: User-selectable bipolar AMI or B8ZS

3.28.2 (d) Jitter Accommodation: per TR-NWT-000499 and TR-NWT-00499

3.28.3 Residual bit error rate shall not be greater than 1 in 10-12.

3.28.4 Loss of synchronization of any DS-1 signal shall cause an Alarm Indication Signal (AIS) of all ones to be transmitted. This AIS signal shall be repeated throughout the system as applicable.

3.29 DS-3 Digital Performance ad Interface

3.29.1 DS-3 high-speed interfaces shall be per Bellcore TR-NWT-000499 and ANSI T1.102.

3.29.2 Basic interface specification is as follows:

3.29.2 (a) Data Rate: 44.736M bps, ± 20 ppm

3.29.2 (b) Line code: B3ZS

3.29.2 (c) Line Impedance: 75 ohms, unbalanced

3.29.2 (d) Jitter Accommodation: per TR-TSY-000499 and TR-NWT-00499.

3.30 OC-3 Digital Performance and Interface

3.30.1 OC-3 interface shall comply with ANSI T1.106/88, T1.105a/90, and T1.105/90 specifications.

3.31 General Transmitter Specifications

3.31.1 Frequency tolerance shall meet or exceed FCC Part 101.107. Frequency stability is expected to be ±0.0025 percent or greater over the full operating range of the equipment.

3.31.2 Failure of a redundant amplifier in hot-standby configurations shall not reduce the power output from the radio.

3.31.3 Replacement of a failed redundant (standby) amplifier shall not cause a system outage.

3.31.4 Transmitter shall be equipped with ability to monitor output power and frequency on an in-service basis.

3.32 Regulatory Compliance

3.32.1 Radio equipment supplied under this contract shall meet the requirement of the current Sub-Sections of Volume 47 of the Federal Code of Regulations.

3.33 Outdoor Mounted RF Unit

3.33.1 Outdoor mounted RF unit when supplied shall comply with the requirements of this section.

3.33.2 Operating temperature range shall be -30 degrees C to +55 degrees C.

3.33.3 Unit shall be weatherproof.

3.33.4 Outdoor RF unit shall connect to the indoor IF and control unit using a 50-ohm coaxial cable. The coaxial cable shall transport signals and DC power to the RF unit.

3.33.5 It shall be possible to install the remote unit with up to 1,000 feet of cable between it and the indoor control unit.

3.33.6 Outdoor unit shall have a rack-mounting option so the outdoor unit may be collocated with the indoor unit.

3.34 RF Performance Characteristics for Radio Equipment Operating in the 900 MHz Microwave Radio Band

3.35 For the Band of 928 to 960 MHz with bandwidths of 100 and 200 KHz

3.35.1 Contractor shall provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.36 Frequency Tolerance

3.36.1 Frequency tolerance shall meet or exceed FCC Part 101.107. Frequency stability is expected to be 2.5 ppm or greater over the full operating range of the equipment.

3.37 Feed Connection

3.37.1 Type “N” connectors are the expected feedline terminations.

3.38 RF Power Levels

3.38.1 Power levels shall be user adjustable up to a +29 dBm output.

3.39 Receiver Thresholds

3.39.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

3.39.1 (a)	Bandwidth	Received Signal Level (RSL) in dBm
3.39.1 (b)	100 KHz	-94 96
3.39.1 (c)	200 KHz	-90 91

3.39.2 Contractors may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.40 RF Performance Characteristics for Radio Equipment Operating in the 5.9-7.1 GHz Microwave Radio Band.

3.41 6 GHz Frequency Range and Bandwidth

3.41.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:

3.41.2 Desired capacities are from 8xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 3.75 to 30 MHz.

3.41.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.42 Feedline Connection

3.42.1 Antenna connection shall be a CPR-137G. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.

3.42.2 System shall operate with an antenna system with a peak return loss of 18 dB or greater.

3.42.3 Feedline connection point shall be at the top of the radio, clear of any obstructions. In cases where the radios are mounted two or more to a rack, the feedline connection may exit perpendicular to the back of the radio. However, in those cases, the Contractor shall supply a rigid waveguide right-angle section to allow the connection to be made vertically.

3.42.4 Antenna coupling unit shall have an option to accommodate the interconnection of additional analog or digital microwave radios to a common waveguide antenna feeder system.

3.42.5 Systems with ODU mounted outdoors at the antenna port, there shall be options to connect to antenna directly or remotely.

3.43 RF Power Levels

3.43.1 Equipment shall have a minimum output High power level of +26dBm and Low Power level of less than or equal to +21dBm

3.43.2 Power levels shall be measured at the top of the waveguide flange and shall include all branching losses. Hot-standby configurations may have power levels reduced from the levels listed above to account for switching losses.

3.43.3 Automatic transmitter power control (ATPC) shall be available as an option. It shall be capable of being disabled in the field by operator programming.

3.44 Receiver Thresholds

3.44.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a nonprotected configuration. Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

3.44.1 (a)	8- DS-1/ 3.75 MHz	-77	77	83	83
3.44.1 (b)	16 - DS-1/ 5 MHz	-75	77	76	78
3.44.1 (c)	28 - DS-1/ 10 MHz	-74	77	74	77 78
3.44.1 (d)	84 - DS-1/ 30 MHz	-70	73	70	71 75

3.44.2 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

3.45 <u>RF Performance Characteristics for Radio Equipment Operating in the 10-11 GHz Microwave Radio Band.</u>

3.46 10-11 GHz Frequency Range and Bandwidth

3.46.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:

3.46.2 Desired capacities are from 8xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 3.75 to 30 MHz.

3.46.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.47 Feedline Connection

3.47.1 Antenna connection shall be a CPR-90G. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.

3.47.2 System shall operate with an antenna system with a peak return loss of 23 dB or greater.

3.47.3 A single feedline connection point shall be provided for all radio configurations except space diversity. Space diversity configurations shall have two feedline connection points—one for one receiver and any transmitters and the other for the diversity receiver.

3.47.4 Feedline connection point shall be at the top of the radio, clear of any obstructions. In cases where the radios are mounted two or more to a rack, the feedline connection may

exit perpendicular to the back of the radio. However, in those cases, the Contractor shall supply a rigid waveguide right-angle section to allow the connection to be made vertically.

3.47.5 Antenna coupling unit shall have an option to accommodate the interconnection of additional analog or digital microwave radios to a common waveguide antenna feeder system.

3.48 RF Power Levels

3.48.1 Equipment shall have a minimum output High power level of +27dBm and Low Power level of less than or equal to +20dBm.

3.48.2 Automatic transmitter power control (ATPC) shall be available as an option. It shall be capable of being disabled in the field by operator programming.

3.49 Receiver Thresholds

3.49.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a nonprotected configuration. Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

	Capacity	**Received Signal Level (RSL) in dBm**				
3.49.1 (a)	8 - DS-1 / 3.75 MHz	-76	76			82
3.49.1 (b)	16 - DS-1 / 5 MHz	-75	76			76
3.49.1 (c)	28 - DS-1 / 10 MHz	-73	76	73	76	77
3.49.1 (d)	84 - DS-1 / 30 MHz	-68	72	69	71	73

3.49.2 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

3.50 RF Performance Characteristics for Radio Equipment Operating in the 18 GHz Microwave Radio Band

3.51 Frequency Range and Bandwidth

3.51.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:

3.51.2 Desired capacities are from 16xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 5 to 30 MHz.

3.51.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.52 Feedline Connection

3.52.1 Antenna connection shall be a UG-595/U. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.

3.52.2 System shall operate with an antenna system with a peak return loss of 15 dB or greater.

3.52.3 A single feedline connection point shall be provided for all radio configurations except space diversity. Space diversity configurations shall have two feedline connection points—one for one receiver and any transmitters and the other for the diversity receiver. In lieu of this arrangement, two antennas and two RF units may be used with one RF unit operating at a time. If space diversity is not commonly deployed, nor useful at these frequencies, fully describe in your answer.

3.52.4 Feedline connection point shall be clear of any obstructions.

3.52.5 RF unit and antenna is to be mounted outdoors, then options shall be provided to integrate them.

3.53 RF Power Levels

3.53.1 Equipment shall have a minimum output power level of +16dBm for 16 QAM and 20dBm for QPSK. Bidders may provide additional power level options.

3.53.2 Power levels shall be measured at the top of the waveguide flange and shall include all branching losses. Hot-standby configurations may have power levels reduced from the levels listed above to account for switching losses.

3.54 Receiver Thresholds

3.54.1 **Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a non-protected configuration.**

3.54.2 **Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.**

Capacity	Received Signal Level (RSL) in dBm		
3.54.2 (a)	Power16 - DS-1 / 5 MHz		-77
3.54.2 (b)	28 - DS-1 / 10 MHz	-80	
3.54.2 (c)	84 - DS-1 / 30 MHz	-67	73

3.54.3 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

3.55 RF Performance Characteristics for Radio Equipment Operating in the 23 GHz Microwave Radio Band

3.56 Frequency Range and Bandwidth

3.56.1 Equipment supplied for this band shall comply with the following requirements, with payload capacities in compliance with FCC Part 101.141:

3.56.2 Desired capacities are from 16xDS1 to 3DS3/OC3 (and equivalent Ethernet data rates) and bandwidths from 5 to 50 MHz.

3.56.3 Contractor may provide other bandwidths as options. These shall be fully compliant with the current FCC Part 101 technical requirements.

3.57 Feedline Connection

3.57.1 Antenna connection shall be a UG-595/U. If an adapter is required to convert from the standard flange on the radio unit, it shall be supplied and included in the unit price.

3.57.2 System shall operate with an antenna system with a peak return loss of 15 dB or greater.

3.57.3 Single feedline connection point shall be provided for all radio configurations except space diversity. Space diversity configurations shall have two feedline connection points—one for one receiver and any transmitters and the other for the diversity receiver. (In lieu of this arrangement, two antennas and two RF units may be used with one RF unit operating at a time. If space diversity is not commonly deployed, nor useful at these frequencies, fully describe in your quote.)

3.57.4 Feedline connection point shall be clear of any obstructions.

3.57.5 RF unit and antenna is to be mounted outdoors, then options shall be provided to integrate them.

3.58 Receivers Thresholds

3.58.1 Receivers shall have the following guaranteed receive thresholds as a maximum level to obtain a BER 1x10E-6 in a nonprotected configuration.

3.58.2 Guaranteed capacity at minimum Received Signal Level (RSL) in dBm as listed below.

Capacity Received Signal Level (RSL) in dBm

3.58.2 (a)	16 - DS-1	-78	
3.58.2 (b)	28 - DS-1	-78	
3.58.2 (c)	84 - DS-1	-68	73

3.58.3 Received threshold levels shall be measured at the top of the flange and shall include all branching losses.

4.0 LMR Base Station Antennas, Microwave Antennas

4.1 Offer(s) and Product Qualifications

4.1.1 Offer(s) shall be the manufacturer or distributers of the products requested and specified;

4.1.2 This solicitation describes Base Station Antennas for use in public safety land mobile systems. Antennas should provide selection of operating frequency, bandwidth, gain, antenna style, and construction format. The public safety frequency bands specifically requested for this section include: VHF (150 to 160 MHz), UHF (450 to 474 MHz), 700 (758 to 806 MHz), and 800 (806 to 869MHz). Additional bands and broader bandwidths, than those listed, is desirable but not specifically required; and

4.1.3 Antennas need to be designed for durability and reliability. Designed for the heat, cold, ice and wind conditions. Arizona's record high temperature was 122 degrees and had a record low of -40 degrees. Mountain top wind speeds can be in access of 100 MPH. While not typical, wind speeds in access of 140 MPH have been reported. VSWR shall be 1.5:1 or better at the rated frequency/bandwidth, nominal impendence of 50 ohms. Low PIM performance may be a consideration for some agencies.

4.2 Type(s) of LMR Antennas

4.2.1 The following antennas shall operate in the bands listed above.

4.2.1 (a) Fiberglass collinear antennas;

4.2.1 (b) Exposed dipole antennas - User adjustable patterns shall be a consideration for some users;

4.2.1 (c) Directional antennas; yagi, log periodic, and corner reflector antennas;

4.2.1 (d) Flat panel antennas; and

4.2.1 (e) Ground plane, discone, and other unity gain antennas.

4.3 Microwave Antennas (Dishes)

4.3.1 Microwave Antenna (Dishes) shall be the latest state of the art Microwave Antennas and Associated Equipment of use in specified frequency bands to meet the needs of the Eligible Agencies.

4.3.2 All equipment selected as suitable for purchase shall be given classification within the frequency band groups as follows:

Frequency Band

4.3.2 (a) 5.925-7.125 GHz

4.3.2 (b) 10.70-11.70 GHz

4.3.2 (c) 17.70-19.70 GHz

4.3.2 (d) 21.8-23.60 GHz

4.3.3 Federal Communications Commission (FCC) Rules and Regulations and amendments; E.I.A. Standards and amendments, RS222. (Latest Version)

4.3.4 All material and workmanship shall be of the type and grade most suitable for the application. All material shall be new and free from defects.

4.3.5 Unless specifically excepted by the terms of these specifications, any part or accessories ordinarily furnished or required to make the equipment, herein specified, a complete operating unit shall be furnished by the Vendor.

4.3.6 The contractor shall make available equipment documentation to The State's as specified herein. This documentation shall accompany the equipment at the time of delivery. Documentation costs for State's specified manuals shall be included as separate bid items. A copy of radiation patterns shall be provided at no cost if requested.

4.4 Service, Installation and Operations Manuals

4.4.1 Installation and or operation manuals shall be furnished with each order; each manual shall contain the following:

4.4.1 (a) Detailed drawings or clear photographs showing location of parts and hardware associated with antenna or connector assembly or mounting.

4.4.1 (b) Complete diagrams including information outlining method of operation, supply voltages, currents, and power requirements for each model of dehydrators.

4.5 Equipment Service Life

4.5.1 All equipment covered by these specifications and any resultant contracts shall have a minimum service life of ten (10) years from date of delivery to the State. The contractor shall guarantee replacement parts stocking for this service life period.

4.5.2 Each shall guarantee repair or replacement of any equipment or part thereof that fails in operation during normal and proper use within two (2) years from the date of State's receipt due to defects in design, material or workmanship, consummation of final acceptance and payment notwithstanding. These replacements shall be provided with no charge to the State.

4.5.3 Any equipment or part replaced under the provisions of this warranty becomes the property of the. If the vendor desires the defective equipment or part returned, The contractor shall pay all transportation charges and make all arrangements for the return. If the does not specifically request return of such replaced parts within thirty (30) days from the date of replacement, the equipment for parts become property of the State.

4.5.4 Replacement parts shall be regularly stocked by the manufacturer and/or authorized distributor. Delay in State's receipt of replacement parts shall not exceed thirty (30) consecutive days from manufacturer or distributor's receipt of order.

4.5.5 Emergency orders shall be transported by the most expedient manner available as agreed upon with the transportation cost born by the State less normal shipping cost.

4.6 General Equipment Characteristics

4.6.1 **Environmental** - All antennas shall survive wind velocities of one hundred (100) miles per hour with one (1) inch of radial ice and no more than 0.1 degree of deflection in seventy (70) mile per hour wind.

4.6.2 **Environmental** - All antennas shall remain operational within the temperature range of (-40 to 135 degree F)

4.6.3 **Environmental** - All antennas and associated hardware shall be non-corrosive, non-rust material. This can be accomplished by supplying Hot Dipped Galvanized or Stainless Steel hardware. Plated steel shall not be accepted. Aluminum antennas shall be painted with corrosion resistant paint.

4.6.4 **Environmental** - Field assembly of all antennas shall only be between antenna parabola, feed, antenna mount and fixed and/or slide assemblies. Antenna mount assembly is permitted.

4.6.5 **Environmental** - Parabolic solid antennas shall be equipped to include mounting hardware for a 4.5" vertical O.D. mounting pipe. Parabolic grid antennas shall be equipped to include mounting hardware for either a 1.9" – 3.5" or a 4.5" vertical O.D.(Outside Diameter) mounting pipe.

4.6.6 **Environmental** - Parabolic solid antennas shall have a reflector surface tolerance designed so that antenna feeds could be interchanged between 6GHz and 11 GHz without loss to antenna gain. Antenna feeds should also be interchangeable in the 18GHz and 23GHz dishes.

4.6.7 **Operational** - Material and workmanship shall be of the type and grade most suitable for the application and shall conform as a minimum unless otherwise specified to the latest applicable standards, specifications, recommended practices and procedures of such standardizing bodies as the I.E.E.E(Institute of Electrical and Electronics Engineers), N.E.M.A.(National Electrical Manufacturers Association), F.C.C.(Federal Communications Commission).

4.7 Microwave Antennas

4.7.1 The specifications listed herein are minimum requirements. These dish examples are for evaluation of the offered product lines. Frequencies listed represent the basic band of operation, which may consist of operational sub-bands. *A range variance of up to a maximum of -1 DB has been identified as acceptable. # VSWR is for standard bandwidths, a wide-bandwidth dish in the same product time with lesser VSWR performance is expected and acceptable.

Standard Performance, 5.925-7.125 GHz Band, Single Polarization , CPR 137G Input Flange

Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
6	38.4	38.7	39.1	A	1.9	30	55	1.3
8	40.1	41.2	40.3	A	1.5	30	55	1.3
10	42.8	43.2	43.5	A	1.2	30	61	1.3

High Performance, 5.925-7.125 GHz Band, Single Polarization, CPR137G Input

Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
6	38.4	39.	39.3	A	1.9	30	62	1.08
8	41.2	41.6	42	A	1.5	30	66	1.08
10	43	43.4	43.7	A	1.2	30	69	1.08

Ultra High Performance, 5.925-7.125 GHz, Super High Cross Polarization, CPR137G Input

Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
6	38.3	38.7	39	A	1.9	40	69	1.08
8	40.9	41.3	41.7	A	1.5	40	71	1.08
10	43	43.2	43.5	A	1.2	40	74	1.08

Standard Performance, 10.5-11.7 GHz, Single Polarization , CPR 90G Input Flange								
Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
4	40.1	40.5	40.9	A	1.7	30	46	1.08
6	43.2	43.3	43.4	A	1.2	30	60	1.08
8	45.8	46.0	46.2	A	0.9	30	62	1.08

High Performance, 10.5-11.7 GHz Single Polarization, CPR90G – PBR 100 Input								
Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
4	39.7	39.8	39.9	A	1.7	30	61	1.08
6	43.5	43.6	43.7	A	1.1	30	68	1.08
8	45.7	45.9	46	A	0.8	30	68	1.08

Ultra High Performance, 10.5-11.7 GHz, Super High Cross Polarization, CPR90G – PBR 100 Input								
Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
4	39.7	39.8	39.9	A	1.7	40	64	1.10
6	43.2	43.3	43.4	A	1.1	40	72	1.08
8	45.6	45.8	45.9	A	0.8	40	75	1.08

Ultra High Performance, 17.7-19.7 GHz, Super High Cross Polarization, UG595/U – PBR220 Input								
Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
2	38	38.4	38.8	A	1.9	36	64	1.2
4	44	44.4	44.8	A	1.0	36	67	1.2
6	47.5	48	48.4	A	0.7	36	72	1.2

Parabolic Antenna, 21.2-23.6 GHz, Single Polarization, UG-595/U – PBR220 Input Flange								
Diameter in Feet	Gain–DB Bottom	Gain-DB Mid Band	Gain-DB Top	FCC Category	Beam Width Degrees	Cross Pol Disc. DB	F/B Ratio DB	VSWR
2	39.7	40.2	40.7	A	1.7	30	65	1.4
3	43.1	43.6	44.1	A	1.1	30	71	1.4
4	49.0	46	46.6	A	.8	30	72	1.4

4.8 Radomes

4.8.1 High Performance Antennas shall have flexible planar Radomes supplied with antenna.

4.8.2 All Standard Antennas shall have molded fiberglass Radomes, parabolic or conical in shape available.

4.9 Dehydrators

4.9.1 Dry air pressurization equipment for waveguide transmission lines. Low-pressure systems to pressurize waveguides with dry air. Systems should provide alarm monitoring of a low presure condition and excessive run time. Systems shall be rack or wall mounted. Power options shall be AC or DC power. Accessories shall include Distribution Manifolds and tubing.

1.	½", 7/8", 1-¼"	Diameter Foam Dielectric Coaxial Cable
2.	7/8"	Diameter Air Dielectric Coaxial Cable
3.	1 5/8"	Diameter Foam Dielectric Coaxial Cable
4.	½"	Diameter Super Flexible Foam Dielectric Coaxial Cable

4.10 Transmission Lines

4.10.1 Transmission line or COAXIAL cable shall be available according to the sizes listed below:

4.10.2 Elliptical, Flex and Rigid waveguide components shall be supplied according to the sizes and/or frequency bands listed below:

1.	Waveguide for	5.925 – 7.125 GHz
2.	Waveguide for	10.50 – 11.70 GHz
3.	Waveguide for	17.70 – 19.70 GHz
4.	Waveguide for	21.20 – 23.60 GHz

4.11 Connectors

4.11.1 **LMR Connectors**

	½" Connector	7/8" Connector	1-¼' Connector	1-5/8 connector	½" Super Flexible Connector
1.	"N" Male	"N" Male	"N" Male	"N" Male	"N" Male
2.	"N" Female	"N" Female	"N" Female	"N" Female	"N" Female
3.	UHF Male	UHF Male			UHF Male
4.	UHF Female	UHF Female			UHF Female
5.	7-16 DIN Male	7-16 DIN Male	7-16 DIN Male	7-16 DIN Male	7-16 DIN Male & Right Angle
6.	7-16 DIN Female	7-16 DIN Female	7-16 DIN Female	7-16 DIN Female	7-16 DIN Female
7.	7/8" EIA	7/8" EIA			

4.12 Waveguide Connectors

1.	EW63-E65, Tunable, Fixed Tuned, CPR and CPR 137G
2.	EW90-E105, Tunable, Fixed Tuned, CPR and, CPR 90G, PBR100
3.	EW180-E185, Fixed Tuned, UG595/U, PDR180
4.	EW220-E220, Fixed Tuned, UG595/U, PBR220

5.0 Radio Dispatch Consoles

5.1 General

5.1.1 This specification contains sections that describe various types of radio dispatch consoles to be utilized in State and Municipal public safety radio communications systems. These sections include (1) Single/dual channel desk top remote control handset controllers; (2) 8-12 channel desk-top dispatch consoles; (3) 96 channel, high capability radio dispatch consoles; (4) 450 channel remote electronics high-capability expandable radio dispatch consoles. Analog, TDM and RoIP/VoIP based options to be separately priced. It is not necessary for a vendor to bid all sections.

5.1.2 It is the intent of these specifications to ensure the purchase of highly reliable radio dispatch control console equipment. These specifications are minimum standards and are intended to ensure reliable, high quality, readily available and repairable equipment. These specifications may not list all necessary equipment beyond that needed to complete the electronic package and it shall be the responsibility of the contractor to verify completeness of the material list and the suitability of the devices to meet the total requirements of these specifications. Subsequent to award, any additional equipment, charges, or services required to meet the specifications, even if not specifically enumerated herein, shall be provided by the vendor without claim for additional payment or compensation.

5.1.3 The Type 2, 3, & 4 Flat Panel Display (FPD) communications control console electronic design criteria shall be based on the need for maximum reliability, flexibility, and ease of operation and service. To meet these criteria, the electronic equipment should be of the latest design. The design shall reflect state-of-the-art concepts in communications command and control console design.

5.1.4 The FPD based communications control consoles shall provide monitoring and control facilities for remotely located two-way radio base stations. The consoles shall also provide certain ancillary functions such as repeater enable and disable of each channel, simultaneous transmit, alert tone transmit, instant patching, and multiple frequency base station control. It is desired that all console functions be accomplished using a Touch-Screen and Trackball/Mouse combination. Other methods of console control will be evaluated and compared against this style of system control.

5.1.5 The ability of the vendor's FPD communications control consoles to remotely operate separately from the common control equipment over telephone lines, LAN, or digital and analog microwave channels is a requirement. Equipment that does not meet this requirement will not be evaluated.

5.1.6 The Type 3 & 4 common electronics shall be designed to remain fully operational during the loss of AC power for a minimum of one hour via either an internal or external

uninterruptible power supply (UPS). Each dispatch position shall have an available UPS option which will allow full operation during the loss of AC power for a minimum of thirty minutes.

5.1.7 The unique requirements of the console electronic packages may not readily lend themselves to standard contractor product lines. However, contractors shall propose equipment meeting the technical and operational requirements and make maximum use of the standard product line equipment.

5.1.8 Make and model numbers given in this specification are for reference only, and do not imply that they are the only acceptable equipment.

5.2 Electrical Requirements

5.2.1 Each console bid shall be equipped with sufficient power supply capabilities, common electronic modules, cabling, etc to accommodate the channel requirements. All consoles shall be capable of operating from a 120 VAC source. Backup power should ideally be from a DC source of 12 to 48 VDC, with all necessary power regulation built into console electronics.

5.3 Technical Specifications - Each console offered should meet the following technical specifications, as a minimum:

5.3.1 Individual channel 2W, 4W, Tone/DC/E&M selection

5.3.2 Line Impedance: 600 or >5K ohm (4-wire) or, 600 ohm Tx (2-wire)

5.3.3 Operating Temperature: 0 to +50 degrees C

5.3.4 Audio Response: +/- 3 dB from 300 to 3000 Hz

5.3.5 Tx & Rx Hum and Noise: -50 dB below rated output

5.3.6 Distortion: Tx & Rx - Less than 3% THD

5.3.7 Compression: Variable compression knee

5.3.8 Receive Audio: -25 to +10 dBm; 600 ohm or 5K ohm; w/ less than -60 dB crosstalk

5.3.9 Transmit Audio: -20 to +10 dBm; 600 ohm; w/ 70 dB line balance

5.3.10 Tone Control: A minimum of (7) industry standard function tones with 2175 Hz Hi/Lo Guard Tone; including 1250/1350/1450/1550, 1850 and 1950 Hz function tones (Repeater control, Aux Function control, CTCSS Monitor, F1/F2 Transmit)

5.3.11 DC Control Functions: Transmit - F1 +5.5 ma.; F2 +12.5 ma.; Monitor +2.5 ma.

5.3.12 Unit ID Functions: (Optional) Motorola MDC1200 system decode/display

5.3.13 Speaker Output: 500 mw minimum, 3% distortion, into a 4 ohm or 8 ohm load

5.4 DESK-TOP REMOTE CONTROL CONSOLES (TYPE I price category)

5.4.1 **General -** The following specification describes various switch-based, desk-top radio controllers, including fully self-contained Tone, DC & RoIP based single-channel and dual-channel telephone-type handset controllers (optionally expandable) known as Type 1; and 8-channel (expandable to at least 12 channel), self-contained desk-top consoles, known as Type 2. The multichannel desk-top units also allow for local remoting of the control electronics to a small desk or wall mounted electronic box up to 100' away from the dispatch control unit. Optional IP control for both type units may also be proposed.

5.4.2 Tone & DC Single/Dual-channel Handset Type Controllers (Type 1) - This specification is for a solid-state, 120 VAC powered, desk-top, handset type, Tone or DC controller for a single channel station. A selectable two-channel, expandable, model may also be offered as an option, which may also be optionally expandable to more channels. Models which have been determined to meet the general intent of this specification include the IDA 24-10, 24-15, 24-20, 24-66, and 24-30; The Telex-Vega IP-2002, and C-2000 and C-2000SF

units. (These models are only given as examples, and alternate models meeting the specifications may be proposed).

5.4.3 Technical Specifications

5.4.3 (a) On-hook monitor disable

5.4.3 (b) Weight: Less than 5 pounds (Desk-top unit)

5.4.3 (c) Size (Remote Box): Less than 12"X12"X6", including battery back-up

5.4.3 (d) Programmability: Fully field adjustable/programmable without a computer

5.4.3 (e) Transmit indicator light

5.4.3 (f) The units shall allow for on-hook receiver operation through a loudspeaker, and off-hook operation through the handset.

5.4.3 (g) An RoIP based remote, single-line handset controller, that does not require a separate computer for operation, is also acceptable. These handsets shall be fully compatible for direct connection to a 10/100 baseT internal Ethernet network connection, and shall allow for parallel operation of any number of controllers.

5.4.3 (h) Optional two-line controllers do not require the ability to independently select either 2W/4W operation by channel, Tone or DC control by channel, or simultaneous receiver monitoring of both channels. These may all be fixed (hard-wired) functions.

5.5 (8)-Channel Desk-Top Tone/DC Consoles (Required to be Expandable to 12 Channels) (Type ll price category)

5.5.1 This section defines the minimum requirements for a desk-top radio control console with a minimum 6 individual channel (line) capability, with optional expansion to at least 12 channels on a channel-by-channel basis. Each console channel shall be capable of controlling either a 4-wire channel or 2 wire channel on an individual basis, and shall be individually programmable for either Tone, DC (current), or E&M radio control. Local remote control of a radio is not required. Optionally, the manufacturer may offer an RoIP based console which can control a remote radio through an IP data circuit, but must still provide two-way analog audio capability on all channels.

5.5.2 Parallel operation of up to 4 separate units shall be available with supervisory override control.

5.5.3 The dispatch operator position shall be a single unit, except for the microphone and footswitch, or an outboard third-party provided paging encoder. No external attachments, including power supplies, loudspeakers, touch-tone pads, line splitter boxes to increase channel count, etc. will be acceptable.

5.5.4 It is required that the vendor offer switch-based control functions for their console. However, optional computer-based, Flat Panel Display (FPD) consoles offering mouse-controlled on-screen function switches will be evaluated if offered. Models of equipment which have been determined to meet the intent of this section of the specification include the Gai-tronics ICP9000 Series, and the Telex-Vega C1616/C6200, IP-1616, C-Soft series, for various channel configurations.

5.5.5 Operational Features Require, each dispatch console operator position offered must include the following:

5.5.5 (a) Individual audio speakers and volume controls for select and unselected channels

5.5.5 (b) Individual channel 2W, 4W, Tone/DC/E&M selection, with 4-frequency Tone control

5.5.5 (c) Desk-mic with PTT bar and mute switch

5.5.5 (d) Dual-plug type headset interface jacks

5.5.5 (e) Combined select/unselect/transmit audio combined output jack for recording

5.5.5 (f) Jack for external PTT footswitch

5.5.5 (g) (2)-channel cross-patch capability

5.5.5 (h) Multi-channel transmit select

5.5.5 (i) DTMF encoder

5.5.5 (j) Internal or external pager capability

5.5.5 (k) Controls/Indicators

5.5.6 Each dispatch console operator position offered must include the following:

5.5.6 (a) Console transmit indicator

5.5.6 (b) Console channel busy (receiving) green indicator

5.5.6 (c) Individual channel instant-transmit light

5.5.6 (d) Channel labels (fixed or electronic)

5.5.6 (e) Transmit audio level meter (Vu meter)

5.5.6 (f) Channel select indicator

5.5.6 (g) Console Technical Specifications

5.5.7 Each console offered should also meet the following technical specifications, as a minimum:

5.5.7 (a) Alert Tones: Optional continuous, hi/lo, warble; -30 to 0 dBm, independently adjustable

5.5.7 (b) Speaker Output: 500 mw minimum, 3% distortion, into a 4 ohm or 8 ohm load

5.6 Full Featured – Remote Electronics Consoles (Type III Price Category)

5.6.1 General - It is the intent of this specification to ensure the purchase of highly reliable communications control consoles. This includes a spectrum of console systems ranging from single 96 (minimum) channel remote units (Type III), to advanced Flat Panel Display (FPD) based, high 450 (minimum) channel, 20 operator position systems (Type IV). These specifications are minimum standards and are intended to ensure reliable, high quality, readily available and repairable equipment. These specifications may not list all necessary equipment beyond that needed to complete the electronic package and it shall be the responsibility of the contractor to verify the completeness of the material list and the suitability of the devices to meet the total requirements of these specifications. Subsequent to proposal award, any additional equipment, charges, or services required to meet the specifications, even if not specifically enumerated herein, shall be provided by the vendor without claim for additional payment or compensation.

5.6.2 The communications control console electronic design criteria shall be based on the need for maximum reliability, flexibility, ease of operation and service. The design shall reflect state-of-the-art concepts in communications command and control console design.

5.6.3 The communications control console shall provide monitoring and control facilities for remotely located two-way radio base stations. The console shall also provide certain ancillary functions such as repeater enable and disable of each channel, simultaneous transmit, alert tone transmit, instant transmit, supervisory override, cross channel patching with up to three separate but simultaneous patches possible, phone patching, and multiple frequency base station control. It is desired that all FPD-Type console functions be

accomplished using a Touch Screen and Trackball/Mouse combination. Other methods of console control will be evaluated and compared against this style of system control.

5.6.4 The ability of the vendor's FPD communications control consoles in Category III and IV to remotely operate separately from the common electronic control equipment over telephone lines, microwave channels or fiber optic lines is a requirement. Equipment that does not meet this requirement will not be evaluated.

5.6.5 Each Type III and IV console shall have both receive voter (like JPS SNVs) and auxiliary interfaces. Both RoIP and P25 interfaces are a requirement for both classes. In addition, at least one of the following trunking protocols MUST be supported as an option: Project 25, Astro P25, Open Sky, Smartnet/Smartzone. In addition, each console should be compatible with either a T1 or a WAN/LAN interface.

5.6.6 The common electronics and FPD operator positions shall be designed to remain fully operational during the loss of AC power for a minimum of one-half hour via either an internal or external uninterruptible power supply (UPS) or a battery backup system. Each FPD dispatch position shall have an available UPS option which will allow full operation during the loss of AC power for a minimum of one hour.

5.6.7 The unique requirements of the console electronic packages may not readily lend themselves to standard contractor product lines. However, contractors shall propose equipment meeting the technical and operational requirements that make maximum use of the standard product line equipment.

5.6.8 The specifications do not include any proprietary items, components, circuits, or devices which would preclude any communications equipment manufacturer from producing equipment to meet these specifications. All technical tolerances, ratings, power outputs, or any technically specified criteria contained within these specifications are considered to be within the current state of the electronic art and are currently being met by commercially available equipment.

5.7 Electrical Specifications

5.7.1 Both Type III and IV consoles shall operate from a primary power source of 120/240 VAC, with battery powered UPS backup required. AC current consumption on the primary side of the line for the central electronics shall not exceed 5 watts/channel for a 50 channels system. Each operator position electronics shall not consume more than 250 watts, including the FPD.

5.8 Full-Feature Console – Type III

5.8.1 The Type III communications control console shall provide the facilities for the operation and control of remotely located two-way radio base stations and other specialized equipment. The console shall be equipped with sufficient power supply capabilities, common electronic modules, cabling, etc. to accommodate these channel requirements. Each console electronic package shall be equipped with common control equipment to provide the capability to operate and control any one, any selected group, or all channels simultaneously. Each console electronic package shall comply with all FCC Rules and Regulations, where applicable.

5.8.2 The console shall be expandable to a minimum of 96 radio control channels and 6 operators' positions. There shall be receive voter (like JPS SNV-12s) and auxiliary control interfaces. In addition to the 96 radio channels, the console electronics shall be able to support 6 operator positions, and up to ten receiver voter groups with up to 24 base stations per voter group. The ability of a manufacturer's equipment to accommodate this future requirement will be a major consideration in the proposal evaluation. In addition to controlling conventional non-trunked channels, at least one of the following protocols must be supported as an option: RoIP, Project-25, Trunking (EDACS, Smartnet, Smartzone,

OpenSky). T1, or Lan/Wan interfaces may be optionally added. The console shall have extended remote capability to allow an operator position to be remoted from the central electronics bank by way of commercial telephone lines, Ethernet, fiber optic, or microwave.

5.9 Large Full-Feature Console – Classification (Type IV Price Category)

5.9.1 General Specifications same as Type III above. The console shall be expandable to a minimum of 450 radio control channels and 20 operators positions. There shall be receiver voter (like JPS SNV-12s) and auxiliary interfaces. In addition to controlling conventional non-trunked channels, at least one of the following protocols must be supported as an option: RoIP, Project-25, Trunking (EDACS, Smartnet, Smartzone, OpenSky). Additionally, optional T1, or Lan/Wan interfaces may be added. The console shall have extended remote capability to allow an operator position to be remote from the central electronics bank by way of commercial telephone lines, fiber optic, or microwave. In addition to the 450 radio channels and/or trunked talk groups, the console electronics shall be able to support twenty operator positions and up to twenty receiver voter groups with an average of six base stations per voter group. The ability of a manufacturer's equipment to accommodate this future requirement will be a major consideration in the proposal evaluation.

5.10 Control Functions & Status Indicators

5.10.1 Both Class III and Class IV configurations shall meet all of the following specifications, and have two dual-jack inputs and have select and unselect speakers for audio output. In addition, there shall be a selected audio output jack and a summed unselect audio port available.

5.11 Radio Channel Control Functions

5.11.1 The radio control channels shall have the functions listed below:

5.11.1 (a) Channel Select - Shall engage the selected channel in the transmit/receive, fully operational, ready condition. The channel select function should be capable of selecting of more than one channel up to all channels simultaneously.

5.11.1 (b) Repeater Enable and Disable - consoles shall enable and disable the repeat function of a tone controlled base station.

5.11.1 (c) Squelch Disable - Shall disable receiver continuous tone coded squelch operation of a tone controlled base station.

5.11.1 (d) Instant Transmit - Shall allow transmitting on a channel without placing the channel in a selected mode first. This function shall not override supervisory control.

5.11.1 (e) Channel Crosspatch - Shall allow audio received on one radio channel or phone line to be automatically repeated on one or more of the other channels. Class III and IV consoles shall be capable of supporting at least three simultaneous but separate crosspatches. (Desktop consoles should be capable of doing at least one crosspatch.) This function shall be independent of other console activities.

5.11.1 (f) Two Frequency Control - Shall allow frequency selection of a two-frequency tone controlled base station.

5.11.1 (g) Supervisory Control B Class III and IV consoles shall provide the capability for one operator position (the supervisor's position) to take over a channel from all other operator positions. All parallel operator positions on the same channel shall receive an indication that supervisory control has been initiated.

5.11.1 (h) Supervisory Monitor B Class III and IV consoles shall allow the transmit and receive audio from one console operator position to be monitored on another console position.

5.11.1 (i) Channel Mute - shall completely mute the channel receive audio.

5.11.1 (j) Auxiliary Enable and Disable B consoles shall enable and disable an auxiliary function of a tone controlled base station.

5.12 Status Indicator

5.12.1 All switching functions shall have an associated indicator to clearly display function and channel status, i.e. on-off, activated-not activated, in use-not in use. The FPD system shall display complete status for a minimum of eight channels and limited status for the optional eight additional channels at each operator position. This limited status information shall include the following: channel selected, instant transmit activated, channel cross patch activated, channel muted, channel receiving a call, and channel busy.

5.12.2 To simplify the operation of the console, it shall be possible to physically group channels on the console in any order to facilitate operations.

5.12.3 Status Indicators shall illuminate with the following functions:

5.12.3 (a) Channel Selected

5.12.3 (b) Repeater Enabled

5.12.3 (c) Squelch Disabled

5.12.3 (d) Instant Transmit activated

5.12.3 (e) Channel Crosspatch activated

5.12.3 (f) Frequency One selected

5.12.3 (g) Frequency Two selected

5.12.3 (h) Channel Muted

5.12.3 (i) Channel receiving a call - this shall be a flashing type indicator

5.12.3 (j) Channel busy - parallel wired console transmitting

5.13 Console Position-wide Functions

5.13.1 In addition to the individual channel functions and indicators specified under paragraph 5.5, the communications control console shall also provide the following functions. These functions are common to all radio channels.

5.13.1 (a) Simultaneous Selection - Shall enable the selection of any combination of channels for simultaneous operation. The capability shall also be provided to automatically unselect all channels by depressing a single button.

5.13.1 (b) Transmit - Shall activate the transmit condition and route dispatcher audio to all selected channels. This transmit switch shall be electrically paralleled to the console footswitch.

5.13.1 (c) Master Mute - Shall mute all receive audio except the selected channels to a preset level.

5.13.1 (d) Automatic Selection - Shall automatically select a group of channels by action of a single switch. All automatically selected channels shall be unselected by action of a single switch. The particular group of channels to be selected shall include any combination up to all of the console channels.

5.13.1 (e) Intercom - consoles shall allow communication on the selected channels without keying the base station transmitter. This function shall allow communications between dispatchers or between dispatchers and remotely located technicians.

5.13.1 (f) Alert Tones - consoles shall activate one of three different alert tones that shall be transmitted on the selected channel, the simultaneously selected channels, or the automatically selected channels. The alert tones shall be continuous, hilo, or warbled between two different audio frequencies.

5.13.1 (g) Priority Tone – consoles shall activate an intermittent tone on individually selected channels to indicate priority traffic on that channel. The tone will not cover voice traffic.

5.13.1 (h) Radio/Telephone Audio - consoles shall allow the dispatcher's headset to be used for both telephone and radio communications. The telephone audio shall be transferred to the headset by action of a single switch. The party on the opposite end of the phone line shall not hear the dispatcher's radio transmissions (any console PTT shall mute the dispatcher's voice from the telephone line). Transfer of telephone audio to the headset shall switch the selected channel audio back out to the selected audio speaker. During the time that the headset telephone operation mode is activated, the console operator shall retain the ability to instantaneously transmit on the selected channel by use of the footswitch or master control panel transmit switch with no degradation to the transmit functions, transmit audio quality and/or signal strength. The dispatcher shall also retain the ability to instantaneously transmit on the unselected channels as well.

5.14 Status Indicators

5.14.1 All switching functions and the following status indication capabilities shall have an associated indicator on the FPD to clearly display function and status, i.e. on-off, activated-not activated, in use-not in use.

5.14.2 The status indicators shall illuminate with the following functions:

5.14.2 (a) Simultaneous Selection in use.

5.14.2 (b) Transmit function activated.

5.14.2 (c) Master Mute activated.

5.14.2 (d) Automatic Selection in use.

5.14.2 (e) Intercom in use.

5.14.2 (f) Alert Tone being transmitted.

5.15 Ancillary Equipment

5.15.1 The communications control console shall include the following ancillary equipment: speakers for selected audio and unselected audio, paging encoder, and displayed on the console's FPD, a VU meter, and clock system.

5.15.2 Speakers - The capability of monitoring selected and unselected audio shall be provided via two separate console speakers. Each speaker shall be provided with a separate volume control to allow for individual adjustment. The volume controls shall provide sufficient attenuation to decrease the associated speaker audio to an inaudible level. These two volume controls, along with the headset volume controls, are the only ones required. Separate volume controls for each of the radio channels are not required. The dispatcher shall still have the capability to completely mute individual channels if desired. The selected and unselected audio speakers shall be separated a minimum of 12 inches center to center. The dispatcher shall also have the capability to turn off either or both speakers without turning down the volume controls.

5.15.3 VU Meter - A VU meter, located on the FPD console's display in such a way as to give optimum visibility to the operator, shall be provided. The meter shall indicate the transmit audio level and selected receive audio level.

5.15.4 Digital Clock - The console shall include a 24-hour digital clock display in the FPD console's display. The clock display shall give optimum visibility to the operator. The clock display shall be an integral part of the console system. The clock shall be a master/slave system capable of being set from the master, which is to be calibrated by an external time base via RS232 protocol or USB interface.

5.15.5 DTMF Paging Encoder - The console(s) shall incorporate DTMF capability. These must be an integral part of the console electronics installed in the console furniture and wired into the console electronics. Single button paging functions shall be available which send preselected DTMF strings of at least 3 numbers to either a predetermined radio channel or on the selected channel(s).

5.15.6 Receivers - The radio control channels will not only be routed to the console as separate channels but may also be routed to a separate system of up to ten receiver voter groups. The console shall have the capability to control and display the status of these voted channels. The dispatcher shall be able to force vote or disable a particular voter module by engaging switches or keying in a function which will operate a) Two form C dry contacts or b) Open collector outputs or c) Communicate with the system via RS-232 or Ethernet cabling. The enable/disable status of a particular voter module shall be displayed at the operator position. The console shall also provide an indication of which channel is currently being voted. It also should be capable of automatic transmit steering and indicate on the FPD which transmitter will be keyed if the master PTT is activated. The voted channels shall support voting systems manufactured by JPS Communications.

5.15.7 Headset - Each operator position shall be compatible with the Plantronics Encore Monaural Ultra Headset, model H91N, or approved equivalent.

5.15.7 (a) Headset Jack

5.15.7 (b) Each operator position shall be equipped with a dual phone plug type headset jack. The jack shall be compatible with dual phone plugs used on the Plantronics model SHS1890-251N headset jack plugs. The headset jack shall have an associated receive volume control. The external microphone shall be disabled when the headset is inserted into the headset jack. Audio to the select speaker shall be removed when the headset is inserted. The dispatcher shall have the option of applying audio to the select speaker and the headset simultaneously if desired. The headset jack shall have an easily accessible talk/training switch which will allow the dispatcher to talk and listen or listen only with the headset=s transmit mouthpiece disabled. Disabling the transmit mouthpiece shall not prevent a headset with an amplified ear piece from functioning correctly. The headset jack must also have a 4 wire/6 wire switch for operating either a 4 wire headset (talk and listen) or a 6 wire headset (talk, listen, and a transmit push to talk button).

5.15.8 External Microphone - Each operator position shall be equipped with an External Microphone mounted on a Flexible Gooseneck Boom.

5.15.9 Footswitch - Each operator position shall be provided with a dual footswitch to activate transmit and/or mute operations. The dual footswitch shall activate two functions within the console:

5.15.9 (a) Activate transmitter control.

5.15.9 (b) Activate the Master Mute function.

5.15.9 (c) The right half of the footswitch shall operate in the same manner as the Master Control Panel transmit push button switch. The left half shall mute all unselected channels when depressed and unmute these channels when

released. If the console system requires modification to implement these functions, the modifications shall be completed by the console manufacturer and shall be fully documented in the maintenance manual(s).

5.15.10 Logging Recorder Interfaces - Each operator position shall be provided with a logging recorder output that contains the dispatch position microphone audio and select audio combined onto one 600-Ohm output port. An optional second logging recorder interface for telephone audio is desirable.

5.15.11 Remote Control of Base Stations - The communications control console shall be capable of providing D.C. keying, tone sequence keying, or "M Lead" dry contact keying for each radio channel as well as tone sequence control of repeater, frequency, and squelch disable functions.

5.15.12 D.C. Keying – CRT and Desktop Consoles - Each radio channel shall have available regulated D.C. keying currents of 15 ma and 6 ma. The D.C. control currents shall be provided for a loop resistance up to 10K ohms. Although as a default all channels shall not be supplied with DC keying capability, but pricing to add DC control on a per channel basis shall be provided.

5.15.13 Tone Keying- FPD and Desktop consoles - Each radio channel shall have available a tone sequence keying scheme that provides a High Level Guard Tone followed by a Function Tone followed by a Low Level Guard Tone.

5.15.14 "M Lead" Keying- FPD and Desktop consoles - Each radio channel shall be capable of providing Form A (normally open) dry contacts for transmitter keying.

5.15.15 One Sequence Tolerances - FPD and Desktop consoles - Tolerances for tone sequence control shall be within the following limits:

5.15.15 (a) All tone frequencies as specified within +/-1 Hz.

5.15.15 (b) All tone durations as specified within +/-5 ms or adjustable from 25 ms to 150 ms.

5.15.15 (c) High Level Guard Tone - 0dBm to -10 dB adjustable to meet line conditions

5.15.15 (d) Function Tone - 10 dBm +/-1 dB adjustable to meet line conditions.

5.15.15 (e) Low Level Guard Tone - 30 dBm +/-1 dB adjustable to meet line conditions.

5.15.16 Radio Channel Terminations - Each radio channel shall be capable of 2 wire or 4 wire operation. The type of termination shall be readily selectable on a per channel basis.

5.15.17 Parallel Operator Position Control of Radio Channels - The console common electronics shall be capable of parallel operator position control of common radio channels. All channel control switches and indicators shall be paralleled. Parallel operation shall be readily selectable on a per channel basis.

5.16 Design Criteria

5.16.1 The console electronic package design criteria are based upon the need for maximum reliability, expandability, and ease of service. To meet these criteria, the electronic packages described in the subsequent paragraphs must be totally solid-state, completely modular, and reflect state-of-the-art concepts in communication control design. Each operator position shall include applicable switches, status indicators, amplifiers, tone circuits, power supplies, meters, clocks, speakers, and hardware to perform the functions.

5.16.2 Panel Wiring/Remote Electronic Circuitry- FPD consoles

5.16.2 (a) The console electronic package shall have the capability of allowing the electronic circuitry (transmit/receive, amplifier, tone control, power supply, etc. modules) to be remoted at least 1000 feet from the operator position over standard 600 ohm twisted pairs. The interconnecting cable shall be at most an eight pair cable. The Vendor will supply all cabling and connectors

between the console common electronics and the punch blocks in the equipment room housing these electronics.

5.16.2 (b) The remoting of the electronic circuitry up to 1000 feet from the operator position shall not degrade the console performance outside the minimum standards specified herein. All console functions shall be operable as specified herein regardless of remoting up to 1000 feet.

5.16.2 (c) In addition to hard wired remoting of the electronic circuitry, the console electronic package shall also allow remoting of the electronic circuitry over standard telephone lines or multiplex channels on a fiber network or a microwave system. No more than three multiplex channels shall be required to perform this function. All remote data and audio paths shall be automatically monitored to ensure the continuous integrity of the paths. If a path is lost, both the dispatch position and any diagnostic printer and/or terminal shall receive a report.

5.16.2 (d) The remoting of the electronic circuitry over microwave channels shall not degrade the console performance outside the minimum standards set forth in these specifications. All console functions shall remain operable regardless of remoting the operator position.

5.16.3 Electronic Circuitry

5.16.3 (a) The electronic circuitry shall be contained on printed circuit modules which plug into a module rack or mother board. The plating material at the printed circuit module where plug-in contact is made shall be gold to provide maximum reliability.

5.16.3 (b) A transmit/receive module shall be provided with each operational channel. This module shall contain all of the circuits necessary to perform the functions described on a per channel basis.

5.16.3 (c) Sufficient modules shall be provided with each console electronic package to perform the functions that are common to the transmit/receive channels and all other functions.

5.16.4 Expandability - Options shall be easily expanded by the addition of plug-in printed circuit modules, programming, and control switches.

5.16.5 Maintainability

5.16.5 (a) The transmit/receive circuitry shall include one plug-in T/R module for each channel. All T/R modules shall be interchangeable between channels. The only T/R module changes required to exchange T/R modules between channels or electronic packages shall be the selection of options by means of programming switches mounted on the modules or PROM exchanges.

5.16.5 (b) The remainder of the console electronic package printed circuit modules shall be interchangeable between electronic packages.

5.16.5 (c) Each type of plug-in printed circuit module shall be keyed to be inserted only into the correct location in the module rack or mother board. Guide rails shall be used to ensure proper alignment of plug-in printed circuit modules. Each plug-in printed circuit module shall be equipped with an extractor to allow easy removal.

5.16.5 (d) It shall not be necessary to remove power from the console electronic package to change a plug-in module.

5.16.5 (e) All printed circuit modules shall be plainly marked with the module's function. All components shall be plainly identified on the printed circuit

modules. The module rack or motherboard position shall be plainly marked with the module's function. It shall not be necessary to use a drawing to locate components on printed circuit modules or printed circuit module positions.

5.16.6 Standards

5.16.6 (a) All equipment contained in the proposal shall meet or exceed the latest applicable standards of the Electronic Industries Association, Federal Communications Commission, and Underwriters Laboratory, and must conform to the OSHA of 1973 requirements for safe operation. In addition, where applicable, the equipment must satisfy the requirements of the local telephone company and input requirements of a Microwave System with respect to audio levels and control voltages.

5.16.6 (b) The console electronic equipment shall be rated for continuous operation. The console electronic package shall operate over an ambient temperature range of 0 degrees C. to +50 degrees C. without degradation in performance.

5.16.7 Power Supply

5.16.8 Input Voltage - 105 to 125 volts AC at 60 Hz, 120 volts AC nominal.

5.16.9 Noise - less than 120 millivolts peak to peak output.

5.16.10 Overload Protection - overload protection shall be provided such that variations in input voltage or output current shall not damage or degrade the operation of any console modules or components.

5.16.11 On-Off Switch - shall have a switch to turn input voltage on and off and have a power-on indicator.

5.17 Mechanical Requirements - The following specifications concern the mechanical aspects of the communications control console. The mechanical requirements of both the optional operator position furniture as well as the back-room common electronics are as follows.

5.17.1 Operator Position – Console Furniture - State supplied equipment may be installed in the operator position furniture along with the vendor's equipment. The State assumes the responsibility of installing the equipment in State supplied furniture. The vendor may bid the option to install the console. (All operator position furniture will be purchased separately.)

5.17.2 Labeling - All channels, controls and indicators shall be identified on the FPD screen. Keyboard switches which are used to control functions on the FPD should be clearly engraved to indicate their function. The identification shall show the purpose of the channel, control or indicator and be easily associated with the control or indicator. The legends or labels shall be designated by the user at the time of order.

5.17.3 Radio Channel and Receiver Voter Names - Each radio channel and or receiver voter channel shall be identified with an appropriate name - normally an abbreviation of the base station mountain top name and/or call sign which will be designated at the time of order. The FPD system shall be capable of displaying abbreviated names on the screen of at least eight characters in length. Merely giving a number to a radio channel or voter group is not acceptable.

5.17.4 Common Electronics- FPD Consoles - All common electronics shall be remoted from the console operator position. This equipment should be capable of remoting up to 1000 ft. from the operator position. The design of the common electronics package shall reflect a heavy reliance on modularity of construction. This modularity shall permit the console to be expanded, diminished, or reconfigured in future years depending on increased functions or consolidation of hardware based on system modernization. All equipment

supplied shall either be mounted in 19 inch wide EIA standard 90 inch tall aluminum equipment racks which are drilled and tapped to EIA standards (RS-310C) or supplied in seven foot enclosed equipment cabinets. (Racks or cabinet mounting will be specified with each purchase order) All equipment shall be supplied with all the necessary mounting hardware. Access to electronics for maintenance and service shall be accomplished through sliding rail arrangements, hinged mounting racks or circuit board extenders. Where the use of circuit board extenders is required, two extenders per console shall be supplied.

5.18 Training

5.18.1 Technician Training - the successful Vendor shall provide separate pricing for comprehensive training on the equipment proposed. The training shall include discussion of the following subjects as a minimum:

5.18.1 (a) Theory of operation and circuit analysis of each equipment module, a complete console electronic package, and parallel operation of multiple consoles.

5.18.1 (b) Troubleshooting procedures including fault isolation, terminal diagnostics, stage gain measurements, voltage tests, and other procedures to locate and replace faulty components.

5.18.1 (c) Level setting and other adjustment procedures for each equipment module, a complete console electronic package, and parallel operation of up to eight consoles.

5.18.1 (d) Programming of the central electronics cards and CRT positions.

5.18.2 Training Type and Location

5.18.2 (a) The training may be presented by either a resident instructor or a self-tutored training course.

5.18.2 (b) If an instructor is used, he must be intimately familiar with the design, operation, and maintenance of the equipment model proposed.

5.18.2 (c) The instructor shall present a training session in State supplied facilities at Phoenix, Arizona of at least 8 hours in duration. Actual dates for the class will be established by the purchasing agent. The training shall be completed within 130 days of receipt of purchase order.

5.18.2 (d) If the successful vendor elects to supply a self-tutored training course, one such course shall be provided and will become property of the State. The course shall make use of textbooks, film strips, video tapes or other means to provide comprehensive self-training of the equipment model proposed.

5.18.3 Dispatcher Training - The successful vendor shall also provide 1-day training to the dispatchers of any purchasing agencies. This training shall cover the operational aspects of the equipment. In situations where the communications center is a twenty-four hour operation, it will be necessary to repeat the training for each shift during the day(s).

5.18.4 Instruction Books - the instruction books to be furnished by the vendor shall be complete with all pages securely fastened together. The instruction books shall incorporate as a minimum the following:

5.18.4 (a) Complete description and ordering information of each individual unit and/or sub-assembly. A material guide shall contain the replacement part numbers and description of all components used. The parts lists shall be associated with their respective chassis, module, or kit wherein they are found. A total listing of parts without such groupings will not be acceptable.

5.18.4 (b) Complete intercabling diagram between each unit and/or sub-assembly.

5.18.4 (c) Complete outline and drawings and dimensions as well as mounting dimensions of all equipment.

5.18.4 (d) Voltage and resistance diagrams or tables of all units and/or sub-assemblies.

5.18.4 (e) Complete level setting instructions in step by step tabular form for entire assembly and all components capable of being adjusted.

5.18.4 (f) Parts location, drawings or pictorial, detailed top view of individual parts, units and/or sub-assemblies.

5.18.4 (g) Operational block diagrams of individual units and/or sub-assemblies.

5.18.4 (h) Complete schematic diagrams of individual units and/or sub-assemblies.

5.18.4 (i) In addition to schematics, etc., the manual shall contain the theory of operation of all active devices and circuits in sufficient detail to facilitate servicing.

5.18.4 (j) Drawings which are supplied must be reproduced by such means as to preclude fading to the point of illegibility if exposed to normal illumination for extended periods of time. A developed and fixed process or one of the various forms of printing by actual ink transfer are acceptable types.

5.18.4 (k) In order to provide a complete manual containing all schematics, level setting information, and operating instructions, the contractor shall prepare all of the information in book form with no drawings larger than the page size of the book. Drawings, which must be larger than a single sheet for legibility may be photographically reduced so that they are no larger than 11 inches high or printed on fold-out sections. This manual shall contain an index of all schematics, charts, and diagrams to insure that pages have not been removed. Sufficient information shall be contained in the index to permit reordering lost or mutilated pages.

5.18.4 (l) Two instruction manuals shall be furnished for every unit supplied and costs shall be included in the proposal price.

5.18.4 (m) One typical instruction manual shall be supplied with the proposal.

5.19 Recommended Maintenance Equipment

5.19.1 Any special meters, unique/non-standard test equipment, test cables, harnesses, circuit board extenders, or hand tools required for monitoring and/or maintenance of the communications control console electronic packages shall be listed separately with their itemized cost and shall be included in the total initial cost of the equipment.

5.20 Recommended Replacement Parts

5.20.1 Because of the critical function the communications control console serves, vendors must be capable of supplying all electronic package parts, including individual components and mechanical and electrical assemblies used in the equipment supplied, within 48 hours. The vendor shall supply a list of recommended spares in his proposal response. The vendor shall include a complete set of these recommended spare modules as well as a spare of all other modules and power supplies with the initial console purchase. The cost for this spare module set shall also be priced as a separate line item in the proposal response.

6.0 Generators

6.1 AC/DC power generators operating with diesel, gasoline or propane fuel. Indoor and Outdoor installations systems capable of handling extreme temperature of -50 degrees F up to 150 degrees

F. This includes but is not limited to Transfer Switches, panels, monitoring services, and controlling accessories inclusive of timing and sensing functions with associated hardware and software.

6.2 Requirements

6.2.1 Proposed product(s) must be rated for industrial use, home-use styles of generators will not be considered.

6.2.2 The proposal should include product(s) options from 10kw up to 400kw.

6.2.3 Product(s) offered must include all alarming equipment and software for remote monitoring.

6.2.4 Product(s) offered must be able to supply simple network management protocol (SNMP) and contact closure alarms.

6.2.5 Product(s) offered must have programmable exercise timers that can be set to transfer load capability.

7.0 Back-up Batteries (Including Solar)

7.1 Specifications

7.1.1 Telecom Applications – the State and/or Co-op Agencies require long life batteries (both voltage and solar) to support Agency efforts for providing power in multiple public communications applications, including but not limited to data centers, network operation centers, wireless, Microwave and mobile centers.

7.1.2 Product types for procurement:

7.1.2 (a) Modular Flooded Lead Acid

7.1.2 (b) Modular Flooded Lead Acid

7.1.2 (c) Mono-Block Valve Regulated Lead Acid

7.1.2 (d) Portable Radio

7.1.3 Renewable/ Solar Energy Product offerings must include the following:

7.1.3 (a) Benchmark data of Offeror's product to Industry Leading Life Cycle Data

7.1.4 Power Systems, DC Conversion

7.1.4 (a) Inclusive of AC/DC converters, battery chargers, DC/DC converters, along with low voltage disconnect DC breakers, power distribution panels and any additional associated hardware and software needed to operate.

7.1.5 The proposal must include float rates for the products being offered.

7.1.6 Offeror proposal to include system and module configuration requirements.

7.1.7 Must meet all UL industry requirements

7.1.8 Must withstand Operating temperature beyond 150 degrees F and temperature that drop below -50 degrees F.

7.1.9 Must provide performance data to support product viability.

8.0 Prefab Communications Shelters

8.1 General

8.1.1 Equipment shelters of various sizes specifically designed and constructed for extreme installation locations and to be installed with minimal soil disruption and without site-build foundation. This includes all required accessories and appurtenances, including antenna mast, RF shielding and grounding systems.

8.1.2 Vendor shall submit descriptive catalog product description to include all specifications.

8.2 Requirements

8.2.1 Prefab Communications shelters must meet State and National regulations.

8.2.2 Offeror to submit proposal for multiple dimensions that are offered to State and local public safety Agencies.

8.2.3 Offeror's proposal must address recommendations for transportation and off-loading.

8.2.4 HVAC system requirements should be detailed in the proposal submitted.

8.2.5 Electrical requirement for each prefab communication shelter offering should be listed in the proposal.

8.2.6 Proposed lighting systems should be included in the offer.

8.3 Installation and service

8.3.1 Offeror must provide on-site installation and set-up service as part of the proposal. This pricing should be included as separate line item within the pricing proposal.

8.3.2 R-56 standards must be followed in the proposed construction of any prefab communications shelters.

8.3.3 If on-site installation is required, Contractor(s) must be able to pass a background check.

8.4 Pricing

8.4.1 Pricing should include discount off list catalog pricing plus additional options on an individual list item basis for upgrades that might add to discounted price listed in catalog.

8.5 Warranty

8.5.1 All offerings must include a minimum five (5) year warranty period.

9.0 Service

9.1 The services that may be offered in correlation with the equipment listed above are categorized as follows:

9.2 Design/Engineering

9.2.1 The Contractor(s) shall clearly define and communicate to the State what is specifically included in their Design Services.

9.3 Managed Services - considered a service subscription.

9.3.1 The Contractor(s) shall clearly define and communicate to the State what is specifically included in their Managed Services. Examples of Managed Services include: 24x7x365 technical support, network monitoring, alarm monitoring, service ticket generation, performance management, system provisioning, system updates, end-to-end event monitoring, security monitoring, software maintenance and updates, annual preventative maintenance, and onsite support.

9.3.2 The Contractor(s) shall clearly define and communicate qualifications for any system or equipment being considered for Managed Services.

9.4 Field Service Repair and Maintenance – considered as needed, or one-time services.

9.4.1 The Contractor(s) shall clearly define and communicate guaranteed time of repair or restoration and qualifications for any system or equipment being considered for maintenance support.

9.4.2 The Contractor(s) shall perform work in accordance with the manufacturer's recommendation to ensure it is performing to all defined technical and environmental specifications for the system.

9.4.3 In addition to maintenance of new equipment purchases, the Contractor(s) shall also offer maintenance of legacy equipment. Legacy equipment defined as any existing public communications equipment and its associated supplies and/or accessories that have been purchased prior to the RFP issuance and resulting Contract Award.

9.5 Installation

9.5.1 Time of Purchase of new equipment

9.5.2 Previously purchased equipment

9.5.3 The Contractor(s) shall also conduct initial preventative maintenance ensuring performance begins at the optimal level.

9.6 Integration

9.6.1 Integration Services shall be offered at an hourly rate by the Contractor(s) unless otherwise specified in the SOW defined above as part of the equipment installation. The Contractor(s) shall clearly list and communicate to the State what is specifically included in their integration services, if applicable.

10.0 Consultation and Third-Party Oversight

10.1 The State is also looking to solicit proposals from qualified, vendor independent, full service firms who can provide third party oversight on behalf of the State of Arizona. Any offer of services must comply with the following:

- Demonstrate independence of any manufacturer, software provider, or vendor.
- Demonstrate experience and knowledge of all aspects of public safety operations as they relate to communications and interoperability needs
- Demonstrate mission critical communications system design experience in the public safety arena
- Demonstrate knowledge and experience with contemporary and emerging wireless mission critical communications technologies utilized in the public safety arena including:
    - Mission critical radio systems-infrastructure, subscriber hardware, RF system design, radio propagation, frequency research
    - Microwave and RF control link design and specification
    - Voice logging
    - Paging and Alerting systems
    - Radio interoperability
    - Radio dispatch console systems
- Demonstrate familiarity and expertise in FCC regulations, licensing and frequency availability research
- Demonstrate in-house subject matter experts, telecommunications specialists, state and local policy experts, and project managers with APCO Project 25 implementation experience.
- Demonstrate experience in the identification, evaluation and recommendation of appropriate sites and infrastructure for mission critical communications towers and facilities.

- Demonstrate experience in structured wiring plans and electrical and power system design relative to Public Safety and Mission critical RF systems.
- Demonstrate experience, establishing continuity of operations (COOP) plans, planning, and implementation of disaster recovery solutions, and establishing supporting standard operating procedures (SOPs) and policies that enhance system reliability, resiliency, and redundancy.
- Demonstrate experience with providing consulting, systems engineering and architecture services for both urban and rural mission critical communications systems.
- The firm must have at least one telecommunications specialist certified in industry accepted site standards such as Motorola R56.
- The firm must demonstrate that it follows accepted industry standards (i.e., Project Management Institute) standards and practices for management of projects.
- The firm must demonstrate knowledge in the trends and directions of mission critical radio networks, automated systems, facilities and operations.
- Demonstrate experience and capability of providing ongoing service and support throughout the lifecycle of network and associated devices and peripherals

EXHIBITS TO THE SCOPE DOCUMENT

NO EXHIBITS FOR THIS SOLICITATION

End of section 2-A

SECTION 2-B: Pricing Document

1.0 Compensation

Contractor will be compensated for the satisfactorily carrying out its obligations under the Contract by the method indicated by the "●" mark below:

●	Contracted Labor Rates (refer to paragraph 1.13 below)
●	Discount Off List or Catalog (refer to paragraph 1.25 below)

1.1 CONTRACTED LABOR RATES. The contracted labor rates are the fully-burdened and marked-up billing rates for Contractor's labor scheduled in Exhibit 1 to this Pricing Document.

1.1.1 The rates are deemed to be inclusive of the actual gross wages plus all:

(a) applicable payroll taxes, non-payroll employer burden, workers' compensation contributions and health and welfare benefit contributions;

(b) retirement or other pension contributions, vacation, sick time or other paid leave allowances and the like;

(c) required home office support, corporate or subordinate licenses or registrations, corporate insurance, professional association fees, advertising, time and travel by any of Contractor's personnel other than billable personnel and any bonuses or other incentives for all personnel (including billable Personnel);

(d) insurance coverages to be provided by Contractor under the Contract; and

(e) profit.

1.1.2 The rates are not subject to overtime or other premium time unless expressly stated otherwise in the Pricing Document or a relevant Annex thereto.

1.1.3 The rates include all transaction privilege and other sales/use taxes, including any gross receipts taxes on services, unless expressly stated otherwise in the Pricing Document or a relevant Annex thereto.

1.1.4 Reimbursable items consist of three components:

(a) *Site Services, Logistics, and Utilities*. State and Contractor shall each provide those items of site services, logistics and utilities that are assigned to them in Attachment 4 to this Pricing Document. Excluding only those item expressly indicated as being provided by State, provided by others, or a reimbursable item, Contractor shall provide all services, equipment, tools, and logistics necessary for its personnel and otherwise as required to carry out the Work and compensation for all those is deemed to be included in the contractual fee mark-up (if any applies).

i. For items indicated to be paid on a "unit rate" basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is "at risk" for costs it incurs that are in excess of the extended value unless State has issued a Change Order for the excess.

ii. For items indicated to be paid on a "cost" basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices and timesheets (if applicable).

iii. For items indicated to be paid on a "lump sum" basis, Contractor shall request payment for the completed proportion of such items at least monthly.

(b) *Personnel-Related Expenses*. State will only reimburse for those items of personnel-related expense expressly indicated in Attachment 4 to this Pricing Document as a reimbursable item, and it is agreed that the costs of all other such expenses applicable to its personnel and otherwise as required to carry out the Work are adequately compensated in the contractual fee mark-up (if any applies).

i. For items to be paid on a "unit rate" basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is "at risk" for costs it incurs that are in excess of the extended value unless State has issued a Change Order for the excess.

ii. For items to be paid on a "cost" basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices (if applicable). All reimbursements shall be strictly subject to State's travel policy, which is available at https://gao.az.gov/travel.

iii. Contractor must obtain State's written approval prior to booking or going on any reimbursable travel.

iv. Contractor will be reimbursed at the current Travel Policy rates.

v. Contractor shall itemize all per diem and lodging charges.

vi. For items to be paid on a "lump sum" basis, Contractor shall request payment for the applicable proportion of such items at least monthly.

1.2 DISCOUNT OFF LIST OR CATALOG. A discount off list or catalog means a percentage discount to be applied to a base price for from one or more contractually-established price lists against published catalogs. The applicable discounts are scheduled in Exhibit 1 to this Pricing Document.

1.2.1 Unless specified otherwise in the Pricing Document, base price is the price that is most widely offered to general customers at the time of the Order.

1.2.2 The catalogs used to establish base price are specified otherwise in the Pricing Document. If nothing is so specified, then the commercially available catalogs published by Contractor or Subcontractor to a dealer or reseller network for the covered materials or services are to be used.

1.2.3 Each catalog must:

(a) bear the applicable State contract number;

(b) list all materials or services Contractor is authorized to sell under the Contract;

(c) not contain any items that are excluded from the Contract;

(d) provide ordering information and contact information for customer support.

1.2.4 Each catalog and its accompanying price list must include for each item:

(a) a part or model number, if applicable;

(b) a complete and accurate description of the item;

(c) the manufacturer's suggested retail price (MSRP) or Contractor's list price;

(d) a stock keeping unit (SKU) number (SKU) , if applicable;

(e) the item's unit of measure (UOM), if applicable; and

(f) the quantity in the unit of measure (QUOM), if applicable.

1.2.5 Contractor shall provide and maintain concurrent and identical electronic and hardcopy versions of all contracted price lists and catalogs.

(a) The electronic versions are to be provided as an Amendment to the Contract.

i. State, at its discretion, may host Contractor's electronic price lists and catalogs directly, or may link through ProcureAZ as a punch-out.

ii. Regardless of the number and types of links to Contractor's electronic price lists and catalogs, Contractor shall ensure that all Eligible Agencies and Co-Op Buyers are only able to access one unified set of data.

(b) Contractor shall supply sufficient, current hardcopy catalogs and price lists price lists to applicable Eligible Agencies at Contract commencement, and provide prompt hardcopy notice of any changes to list/catalog holders as they occur. Contractor shall not change State or any Eligible Agency (or any Co-Op Buyer, if applicable) for lists/catalogs or updates.

2.0 Pricing

2.1 CONTRACTOR'S BEST PRICING. Supplier warrants that, for the term of the Contract, the prices and discounts set out in Exhibit 1 to this Pricing Document, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.1.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.1.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

2.2 PRICING-ALL-INCLUSIVE:

2.2.1 Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

2.3 PRICE INCREASES:

2.3.1 The SPO may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

(a) Initial Contract prices will be honored for one year after award of Contract.

(b) All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.

(c) All price adjustments will be implemented by a formal contract change order. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

2.4 PRICE REDUCTIONS:

2.4.1 Price reductions shall by immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin, and end date of promotion along with the products covered.

2.5 ADDITIONAL CHARGES:

2.5.1 Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract. All additional work shall be approved by Eligible Agency in advance and be in accordance with the contract rate.

2.6 TRAVEL.

2.6.1 Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at https://gao.az.gov/travel. The Eligible Agency shall reject any claim for travel reimbursement without prior written approval.

2.7 DELIVERY

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

3.0 Funding

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

4.0 Invoicing

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

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

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number	●
Order number (typically the ProcureAZ PO #)	●
Invoice number and date	●
Date the items shipped or services performed	●
Applicable payment terms	●
Contract line item number	●
Contract line item description	●
Quantity delivered or performed	●
Line item unit of measure	●
Item price	●
Extended pricing	●
Discount off list or catalog	●
Taxes *(as a separate invoice line item)*	●
Upcharge shipping/freight, etc. *(as a separate invoice line item)*	Materials only
Total invoice amount due	●

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

1. Materials or Services that have not been authorized on an acknowledged Order;
2. expediting, overtime, premiums, or upcharges absent State's express prior approval; or
3. Materials or Services that are the subject of a Contract Amendment or Change Order that has not been fully signed.

4.4 PRE-INVOICE REVIEW. Upon Eligible Agency request and shortly before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.

4.5 SUBMITTING INVOICES. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form provided or required by the ordering Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

4.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.

4.6.1 The ordering Eligible Agency or Co-Op Buyer shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.

4.6.2 Invoices will be deemed automatically rejected upon delivery if they:

4.6.2 (a) are sent to an incorrect address;

4.6.2 (b) do not reference the correct State contract number; or

4.6.2 (c) are payable to any Person other than the Contractor.

4.6.3 The ordering Eligible Agency or Co-Op Buyer will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

4.7 INVOICING FOR TASK ORDERS. For task order Services, invoices must include the following information as applicable to the relevant task order being invoiced against:

1. substantiation of hours worked using:
   a. a detailed daily timesheet;
   b. itemization to the task level; and
   c. breakdown by service area (if the Contract covers more than one area) and Contract Amendment (if any apply);
2. authorizations and receipts for all allowable reimbursable items being invoiced; and
3. Contractor's certification that the invoice has been examined and to the best of Contractor's knowledge and belief the invoiced amounts are entitled, correct, and accurate as can be demonstrated by the contractually-required books and records upon State's demand.

5.0 Payments

5.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 18.1 of the Special Terms and Conditions

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

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

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

5.5 PURCHASING CARD. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.

5.6 AUTOMATED CLEARING HOUSE. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from

Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:

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

End of Section 2-B

SECTION 2-C: Special Terms and Conditions

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

1.0 Definition of Terms

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

1.1. Co-Op Buyer

"Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.

1.2. Eligible Agency

If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.

2.0 Contract Interpretation

No modifications to uniform terms and conditions section

3.0 Contract Administration and Operation

3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for five (5) years with an optional additional five (5) year term with annual renewal(s) for a total max term of ten (10) years unless canceled, terminated, or permissibly extended.

3.2 Statewide Contract Provisions

The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services.

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

https://spo.az.gov/procurement-services/cooperative-procurement/coop-usage-report

2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

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

   https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee
5. Contractor shall acknowledge each Purchase Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Purchase Order electronically in ProcureAZ, which will indicate Contractor's unqualified acceptance of the Purchase Order as-issued; or (b) "rejecting" the Purchase Order electronically in ProcureAZ, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse a Purchase Order are those set out in subparagraph 3.12.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Purchase Order in ProcureAZ, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Purchase Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in ProcureAZ within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Purchase Order in ProcureAZ and if it does so the rejection will be void.
6. Contractor shall acknowledge each Purchase Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Purchase Orders from Co-Op Buyers create no obligation on State's part, since they are entirely

between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.3 Multiple-Use Provisions

Eligible Agencies may issue Purchase Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in ProcureAZ. Purchase Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Purchase Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Purchase Order in any of the following ways:

1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Purchase Order using those prices (e.g., filling out a purchase order form), and sending it to Contractor.
2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Purchase Order if and when reaching agreement.
3. As described in *(2)* above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.
4. As described in *(3)* above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

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

4.0 Costs and Payments

4.1 Proposal Costs

Costs Incurred During Proposal Development. The State will not be responsible for any cost incurred during the period of proposal development, including but not limited to On-Site Visits, Pre-Offer Conferences, Demonstrations and any other costs incurred by the Offeror in preparation for Bid Offering.

5.0 Contract Changes

No modifications to uniform terms and conditions section.

6.0 Risk and Liability

6.1 Contractor Insurance

Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers,

agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

Insurance Requirements

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

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

Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability (CGL) – Occurrence Form**

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

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $2,000,000

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

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

2. **Business Automobile Liability**

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

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

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

by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

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

3. **Workers' Compensation and Employers' Liability**

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

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

This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

4. **Professional Liability (Errors and Omissions Liability)**

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

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

The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

4. **Technology Errors & Omissions Insurance**

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

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.

Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

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

5. **Network Security (Cyber) and Privacy Liability**

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

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

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

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

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

6. Installation Floater

- Coverage amount is $___TBD At Award

Policy shall contain an Additional Insured endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

The State of Arizona and the Department shall be named as loss payee as its interest may appear.

Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing/commissioning.

Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.

Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.

The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, testing and commissioning, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.

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

Contractor is responsible for the payment of all deductibles under the Installation Floater.

Additional Insurance Requirements

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

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

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

Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

Acceptability of Insurers

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

Verification of Coverage

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

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors

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

Approval and Modifications

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

Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

7.0 Warranties

No modifications to uniform terms and conditions section.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section.

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

No modifications to uniform terms and conditions section.

11.0 General Provisions for Products

11.1	**Applicability**	Article 11 applies to the extent the Work is or includes Materials.
11.2	**Off-Contract Materials**	Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Purchase Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such purchase orders from occurring, Contractor is responsible for not accepting any such Purchase Orders; State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Purchase Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.
11.3	**Compensation for Late Deliveries**	Contractor shall have clear, published policies in place regarding late delivery, purchase order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies that are likely to need them.
11.4	**Indicate Shipping Costs on Purchase Order**	If shipping cost is additional to the contracted price or rate for an item, the Contractor shall identify the shipping cost it intends to add for shipping, as a separate line item on the price quote provided to ASDB. The Contractor shall also provide the required substantiating documentation for the shipping cost with the price quote. If ASDB approves paying a shipping cost, ASDB will list the agreed upon shipping cost as a line item on their Purchase Order, when it is issued. If there is no additional shipping cost, the Contractor shall indicate on the price quote that shipping is included in the Purchase Order price.
11.5	**Current Products**	Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.

11.6	**Maintain Comprehensive Selection**	Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Pricing Document.
11.7	**Additional Products**	State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products.
11.8	**Discontinued Products**	If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones (with demonstration being as described in subparagraph 11.7).
11.9	**Forced Substitutions**	Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.
11.10	**Recalls**	In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Purchase Order referencing the affected Purchase Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.
11.11	**Delivery**	11.11.1 PRICING. Unless stated otherwise in the Pricing Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.O.B. Origin, Contractor's Facility" under FAR 52.247-30.

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

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

11.12 Delivery Time

Unless stated otherwise in the Pricing Document generally or in the applicable Purchase Order particularly, Contractor shall make delivery within 2 (two) weeks or earlier after receiving each Purchase Order. If Contractor is unable to make delivery within 2 (two) weeks after receiving the Purchase Order, the Contractor will communicate expected delivery time to Eligible Agency within 24 hours after Purchase Order.

11.13 Delivery Locations

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

1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency location that is not in the excluded areas; and
4. if the Contract is for unrestricted statewide use, then:
    a) Contractor shall deliver to any Eligible Agency anywhere in Arizona;
    b) if the Pricing Document indicates defined delivery areas and prices, those always apply unless the Purchase Order expressly states otherwise and Contractor accepts it.

11.14 Conditions at Delivery Location

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

11.15 Materials Acceptance

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials

from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

11.16 Correcting Defects

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

1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [Right of Offset] of the Uniform Terms and Conditions.
3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.17 Returns

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

11.18 Purchase Order Cancellation

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

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

3. contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancelation notice plus 1 (one) business day or for any lost profits or opportunity.

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

11.19 Product Safety

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

11.20 Hazardous Materials

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

12.0 General Provisions for Services

12.1 Applicability

Article 12 applies to the extent the Work is or includes Services.

12.2 Comprehensive Services Offering

Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.

12.3 Additional Services

State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

12.4 Off-Contract Services

Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Purchase Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such purchase orders from occurring, Contractor is responsible for not accepting any such Purchase Orders. State may, at its discretion, cancel any such Purchase Order without obligation. As used above, "off-contract service" refers to any

service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

12.5 Removal of Personnel

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

12.6 Transitions

During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or purchase orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition. State may permit Contractor (outgoing) to complete work or purchase orders in progress to ease the transition as is safest and most efficient in each instance.

12.7 Accuracy of Work

Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

12.8 Requirements at Services Location

Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Purchase Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

12.9 Services Acceptance

State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

12.10 Corrective Action Required

Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

13.0 Data and Information Handling

13.1 Applicability

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

13.2 Data Protection and Confidentiality of Information

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

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

13.3 Personally Identifiable Information.

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; and
2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P* 2180*.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

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

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

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

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

13.4 Protected Health Information

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

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

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

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

14.0 Information Technology Work

14.1 Applicability

Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined In A.R.S. § 41-3501(6) 6: " . . . computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.

14.2 Background Checks

Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.

14.3 Information Access

14.3.1 SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.

14.3.2 INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.

14.3.3 ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in

the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

14.4 Pass-Through Indemnity

14.4.1 INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.

14.4.2 NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:

(a) State reserves the right to elect to participate in the action at its own expense;

(b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and

(c) State shall in any case cooperate in the defense and any related settlement negotiations.

14.5 Systems and Controls

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

14.6 Redress of Infringement

14.6.1 REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:

(a) replace any infringing items with non-infringing ones;

(b) obtain for State the right to continue using the infringing items; or

(c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.

14.6.2 CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Purchase Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Purchase Order or terminate the Contract, Contractor shall refund to State:

(a) for any software created for State under the Contract, the amount State paid to Contactor for creating it;

(b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and

(c) for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.

14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

(a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;

(b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or

(c) combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

14.7 First Party Liability Limitation

14.7.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of $1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.

14.7.2 PROVISOS. This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:

(a) Indemnified Claim against which Contractor has indemnified State Indemnitees;

(b) claim against which Contractor has indemnified State Indemnitees; or

(c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

14.7.2 PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Purchase Order (or if no Purchase Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Purchase Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Purchase Order.

14.7.3 NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

14.8 Information Technology Warranty

14.8.1 SPECIFIED DESIGN. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

(a) modified or altered by anyone not authorized by Contractor to do so;

(b) maintained in a way inconsistent to any applicable manufacturer recommendations; or

(c) operated in a manner not within its intended use or environment.

14.8.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

(a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

(b) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code

that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and

(c) it will provide a new or clean install of any COTS software that State has reason to believes contains harmful code.

14.8.3 PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

14.9 Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability. If none of the forgoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

14.10 Section 508 Compliance

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

14.11 Cloud Applications

The following are required for Contractor of any "cloud" solution that hosts State data outside of the State's network, or transmits and/or receives State data.

1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: https://aset.az.gov/resources/policies-standards-and-procedures, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.
2. State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
3. Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

15.0 Agency Contract Administration and Operations – Department of Corrections

15.1 Drug Testing Program

The Contractor shall implement a drug and alcohol testing program for applicants, employees and volunteers, at no additional cost to the Department. The Contractor shall ensure that all subcontractors implement the same drug and alcohol testing program required by the Department. The program shall meet the requirements of Department Order 522, Drug-Free Workplace.

15.2 Department Policies and Procedures

The contractor shall follow all Department policies, procedures and Department Orders (DO) and Directors Instruction (DI) i.e., drug-free workplace, dress code, grooming, etc. The policies, procedures, DO and DI are available on the following website www.azcorrections.gov.

15.3 Notice Warning

Any person who takes into or out of or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statues. All persons, including, employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles,

Authority	A.R.S. §13-2501:
	A.R.S. §13-2505
	ADC Department Order 708

15.4 Contraband

Contraband means any dangerous drug, narcotic drug, intoxicating liquor or any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medications, etc.)

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

a. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

b. By knowingly conveying contraband to any persons confined in a correctional facility; or

c. By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

Authority	A.R.S. § 13-2501
	A.R.S. § 13-2505
	ADC Department Order 70814.4.2

15.5 Rules and Regulations

15.5.1 Attention of the Offerors is called to the requirements specified in **Attachment 6**, Rules for Non-Employees of the Department of Corrections in Arizona State Prison Complexes which shall be adhered to in all respects.

15.5.2 Should the Contractor require signatures of other parties such as subcontractor or persons directly or indirectly employed by the Contractor, it shall be the Contractor's responsibility to obtain such signatures. The signed document must be submitted within ten (10) days of notification of intent to award.

15.6 Unlawful Sexual Conduct

15.6.1 A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county.

15.6.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.

15.6.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

15.6.4 Unlawful sexual conduct; correctional facilities; classification; Definition A.R.S. §13-1419.

15.7 Federal Prison Rape Elimination Act 2003

15.7.1 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003.14.7.2

End of Section 2-C

SECTION 2-D:

Uniform Terms and Conditions

Version 2018 (2/1/2018)

1.0 Definition of Terms

1.1	**Acceptance**	"Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract.
1.2	**Accepted Offer**	If State did not request a Revised Offer, then "Vendor Offer" means the Initial Offer. If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer. If State requested a Best and Final Offer, then "Accepted Offer" means the latest Best and Final Offer.
1.3	**Arizona Procurement Code; A.R.S.; A.A.C.**	The "Arizona Procurement Code, "A.R.S.," and "A.A.C." refers to Arizona Revised Statutes ("A.R.S.") § 41-2501, *et seq.*, and the rules promulgated thereunder, Arizona Administrative Code ("A.A.C.") R2-7-101, *et. seq.*
1.4	**Arizona TPT**	"Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx.
1.5	**Attachment**	"Attachment" means any item that: 4. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO); 5. was attached to an Offer when submitted; and 6. was included in the Accepted Offer.
1.6	**Contract**	"Contract" " means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments or authorized Purchase Orders.
1.7	**Contract Amendment**	"Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. Only the Procurement Officer responsible for this Contract has the authority to modify or amend this Contract. In ProcureAZ, the term "Change Order" has the same meaning as "Contract Amendment".
1.8	**Contract Terms and Conditions**	"Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
1.9	**Contractor**	"Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
1.10	**Contractor Indemnitor**	"Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, volunteers or Subcontractors.

1.11	**eProcurement System (currently ProcureAZ)**	"eProcurement System" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy. This eProcurement System may be subject to change. The State's current eProcurement system is "ProcureAZ." The current version of the ADOA policy regarding the State's eProcurement System is *Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System*. NOTE (1): Technical Bulletin No. 020 is available online at: https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations NOTE (2): The URL for ProcureAZ itself is: https://procure.az.gov/
1.12	**Gratuity**	"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
1.13	**Indemnified Basic Claims**	"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorney fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.2.
1.14	**Instructions to Offerors**	"Instructions to Offerors" is Section 3-a of Part 3 of the Solicitation Documents.
1.15	**Materials**	"Materials" has the meaning given in A.R.S. § 41-2503(7). Materials includes software, except that if software is sold or provided as a service, then to the extent it consists of encoded information or computer instructions it is included in "Materials" and to the extent it is a service it described in "Services" below.
1.16	**Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO)**	"Initial Offer" means, per A.A.C. R2-7-101(33), Offeror's proposal submitted to State in response to the Solicitation, as initially submitted. "Revised Offer" means any revised versions of the Initial Offer that Offeror has submitted to State at State's request as permitted under A.A.C. R2-7-C314 and R2-7-C315. "Best and Final Offer" ("BAFO") means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror's most favorable terms for price, service, and products to be delivered. Reference to "an Offer, "the Offer," or "your Offer" means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.
1.17	**Pricing Document**	"Pricing Document" means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
1.18	**Procurement Officer**	"Procurement Officer" means the person, or his or her designee, who has been duly authorized by the State to enter into and administer the Contract and to make written determinations with respect to the Contract. Procurement Officer is as identified on the Acceptance unless subsequently changed by Contract Amendment.
1.19	**Purchase Order**	"Purchase Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Purchase Order or many Purchase Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being a "Purchase Order": 1. "Release" or "Release Purchase Order" in ProcureAZ;

2. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in ProcureAZ; or
3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies.

1.20 Services "Services" has the meaning given in A.R.S. § 41-2503(35), Services include the service aspect s of software described in the definition of "Materials" above.

1.21 Specification "Specification" has the meaning given in A.R.S. § 41-2561. Specifications (if any are included in the Contract), are indexed in the Scope of Work and could be bound separately from the other documents forming the Contract.

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

1.23 State Fiscal Year "State Fiscal Year" means the period beginning with July 1 and ending June 30.

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

1.25 Subcontract "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party, delegating, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.26 Subcontractor "Subcontractor" has the meaning given in A.R.S. § 41-2503(38).

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

2.0 Contract Interpretation

2.1 Arizona Law The Contract is governed by, and is to be interpreted in accordance with, the laws of the State of Arizona, including, but not limited to the Arizona Procurement Code, without consideration of conflict of laws principles.

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

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

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

(a) Contract Amendments;

(b) the Solicitation Documents, in the order:

(1) Special Terms and Conditions;

(2) Exhibits to the Special Terms and Conditions;

(3) Uniform Terms and Conditions;
(4) Scope of Work;
(5) Exhibits to the Scope of Work;
(6) Pricing Document;
(7) Exhibits to the Pricing Document;
(8) Specifications; and
(9) any other documents referenced or included in the Solicitation;

(c) Orders, in reverse chronological order; and

(d) Accepted Offer.

2.4 Severability

The provisions of this Contract are severable to the extent allowed under Arizona Contract Law. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the Contract and will not affect any other term or condition of the Contract..

2.5 Complete Integration

The Contract, including any documents incorporated into the Contract by reference and any authorized Contract Amendments and Orders, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract. No course of prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing can independently bind the State to changes to the Contract.

2.6 Independent Contractor

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

2.7 No Waiver of Rights

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

3.0 Contract Administration and Operation

3.1 Books and Records; Audit

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

3.1.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § § 35-214 and-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.1.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.1.1 and 3.1.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities. Any person who obstructs or impairs an audit being conducted or about to be conducted in relation to and Contract or Subcontract with the State may be found guilty of a Class 5 Felony under A.R.S. § 35-215.

3.2 Non-Discrimination

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

3.3 Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

3.4 Inspection and Testing

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

3.5 Notices and Correspondence

3.5.1 TO CONTRACTOR. State shall:

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

(b) address notices to Contractor to the "Contractor Name and Title" at the "Mailing Address" indicated in the Contract

3.5.2 TO STATE. Contractor shall :

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

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

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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

3.6 Signing of Contract Amendments

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

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

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

3.7 Click-Through Terms and Conditions

If either party uses a web based ordering system, an electronic purchase order system, an electronic purchase order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor hereby acknowledges and agrees that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized

State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.8 Ownership of Intellectual Property

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

(a) "Government Purpose Rights" are:

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

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

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

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

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

3.8.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.8.1 above, and will remain the exclusive property of Contractor, provided that any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product.

3.9 Subcontracts

3.9.1 INITIAL LIST. At the time of Contract execution, Contractor may have listed prospective Subcontractors in Attachment 3-C to the Vendor Offer [*Proposed Subcontractors*]. If a Subcontractor is on this initial list in a Vendor Offer, then the Contractor has the Procurement Officer's advance consent to enter into a Subcontract with each listed candidate.

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

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

3.10 E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. Contractor acknowledges and agrees that under A.R.S. § 41-4401, State retains the legal right to inspect papers of any Contractor employee who works under the Contract to ensure compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.

3.11 Offshore Performance of Certain Work Prohibited

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

3.12 Purchase Orders

3.12.1 PURCHASE ORDER SUFFICIENCY. A Purchase Order issued by an authorized person that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Purchase Order.

3.12.2 PURCHASE ORDER TERMS. All Purchase Orders are subject to the Contract Terms and Conditions; a Purchase Order cannot modify the Contract Terms and Conditions.

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

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

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

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

3.13 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's

employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work.

3.14 Work on State Premises

3.14.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. Contractor shall comply with State security requirements in order to deliver, install, or perform at that particular location, without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract.

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

3.15 Advertising, Publishing and Promotion of Contract

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

4.0 Costs and Payments

4.1 Payments

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

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

4.2 Applicable Taxes

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

4.2.2 TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any

related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

4.3 Availability of Funds for the Next State fiscal year

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

4.4 Availability of Funds for the current State fiscal year

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

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

4.4.2. Cancel the Contract; or

4.4.3. Cancel the contract and re-solicit the requirements

5.0 Contract Changes

5.1 Amendments

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

5.2 Assignment and Delegation

5.2.1 IN WHOLE. Contractor shall not assign or delegate its duties under the Contract, in whole or in part, without Procurement Officer's prior written consent; Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2 IN PART. Subject to paragraph 3.9 (*Subcontracts*) with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials if, and as, those duties are within the scope of the Work, until they have been accepted as conforming by State in the manner specified in the Purchase Order, or as specified generally elsewhere in the Contract if the Purchase Order does not provide particulars. Risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Basic Indemnification

6.2.1 CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless State Indemnitees from Indemnified Basic Claims that: (a) are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor Indemnitor; (b) arise out of or are recovered under worker compensation laws; and/or (c) arise out of a Contractor Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor Indemnitors shall indemnify the relevant State Indemnitees from and against Indemnified Basic Claims in all instances except where the Indemnified Basic Claim

arises solely from those State Indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor Indemnitors with respect to State Indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor Indemnitors. In consideration of the award of the Contract by a State Indemnitee, Contractor hereby waives all rights of subrogation against State Indemnities for losses arising from the Work.

If Contractor is a public agency, this paragraph does not apply and subparagraph 6.2.1 below applies instead.

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

6.2.3 If Contractor is not a public agency, this paragraph does not apply and subparagraph above applies instead.

6.3 Patent and Copyright Indemnification

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

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

If Contractor is a public agency, this paragraph 6.3 does not apply.

6.4 Force Majeure

6.4.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.10 (*Performance in Public Health Emergency)*, declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.4.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party

shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

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

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

6.5 Third Party Antitrust Violations

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

7.0 Warranties

7.1 Liens

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

7.2 Conformity to Requirements

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

7.3 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for 1 (one) year after acceptance by the State of the materials, they shall be:

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

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

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

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

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

7.4 Inspection/Testing

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

7.5 Compliance with Laws

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

7.6 Survival of Rights and Obligations after Contract Expiration or Termination

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

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

7.7 Contractor Personnel

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

7.8 Intellectual Property

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

7.9 Operational Continuity

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

7.10 Performance in Public Health Emergency

Contractor warrants that it will:

1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.4 (*Force Majeure*) for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

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

7.11 Lobbying

7.11.1 PROHIBITION.

(a) Contractor warrants that:

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

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

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

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

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

8.0 State's Contractual Remedies

8.1 Right to Assurance

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

8.2 Stop Work Order

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

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

8.3 Non-exclusive Remedies

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

8.4 Nonconforming Tender

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

8.5 Right of Offset

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

9.0 Contract Termination

9.1 Cancellation for Conflict of Interests

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

9.2	**Gratuities**	The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
9.3	**Suspension or Debarment**	The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
9.4	**Termination for Convenience**	The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.
9.5	**Termination for Default**	9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor. 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand. 9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
9.6	**Continuation of Performance Through Termination**	The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 Contract Claims

10.1	**Claim Resolution**	Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to the Arizona Procurement Code, including judicial review under A.R.S. § 12-1518.
10.2	**Arbitration**	The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

End of Section 2-D
End of Part 2

Attachment 5-B

Conformance Statements

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH 6.7 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS:
(PART 3 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

● YES – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents and attests that its Offer complies with both.

○ NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 1**.

CONFORMANCE TO THE TECHNICAL DOCUMENTS:
(PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

● YES – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both.

○ NO – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 2**.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS:
(PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

● YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices, in Part 2 of the Solicitation Documents and attests that its Offer complies with both.

○ NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 3**.

ATTACHMENT 5-B Supplement No. 1:

Exceptions to Instructions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 1-A: Solicitation Details		
x	x	x
x	x	x
x	x	x
Section 1-B: Instructions to Offerors		
x	x	x
x	x	x
x	x	x

Niles Radio
Company Name

Signature of Person Authorized to Sign

NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)

ATTACHMENT 5-B Supplement No. 2:

Exceptions to Technical and Commercial

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 2-A: Scope of Work (Technical Document)		
x	x	x
x	x	x
x	x	x
x	x	x
x	x	x
Section 2-B: Commercial Document		
x	x	x
x	x	x
x	x	x
x	x	x
x	X	x

Niles Radio

Company Name

Kelly E. Cullen

Signature of Person Authorized to Sign

NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)

ATTACHMENT 5-B Supplement No. 3:

Exceptions to Contract Terms & Conditions

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-A: Special Terms & Conditions		
x	x	x
x	x	x
x	x	x
x	x	x
x	x	x

Article/ Paragraph or Appendix Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-B: Uniform Terms & Conditions		
x	x	x
x	x	x
x	x	x

Niles Radio
Company Name

Kelly E. Cull
Signature of Person Authorized to Sign

NOTE: Offeror must sign and return all Attachment 5-B Supplements Nos. 1 – 3 (even if not submitting exceptions)

End of Attachment 5-B

Attachment 3-C

Proposed Subcontractors

Check "NO" if you WILL NOT subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

●	NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list name of persons or companies you propose to use as subcontractors.

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.

○	YES, the Offeror will use the Subcontractors listed below:

	Name and contact information	Small Business	Work to be performed	%
23.	Name	select		
24.	Name	select		
25.	Name	select		
26.	Name	select		
27.	Name	select		
28.	Name	select		
29.	Name	select		
30.	Name	select		
31.	Name	select		
32.	Name	select		

ATTACHMENT 3-C SUPPLEMENTS:
(Offeror to insert as required and list here or type "None" on first line)

	Title	Document Date	No. of pages	Purpose in Offer
33.	"None"	x	x	x
34.	Enter or type "None for Sub #2"	x	x	x
35.	Enter or type "None for Sub #3"	x	x	x

	Title	Document Date	No. of pages	Purpose in Offer
36.	Enter or type "None for Sub #4"	x	x	x
37.	Enter or type "None for Sub #5"	x	x	x
38.	Enter or type "None for Sub #6"	x	x	x
39.	Enter or type "None for Sub #7"	x	x	x
40.	Enter or type "None for Sub #8"	x	x	x
41.	Enter or type "None for Sub #9"	x	x	x
42.	Enter or type "None for Sub #10"	x	x	x

End of Attachment 3-C

Niles Radio

BFO ADSPO19-00008376 Public Communications Equipment and Services

Change Log:

1. Pricing Sheet Additional Discounts - BFO ADSPO19-00008376 Attachment 4 Pricing Sheet

    a. Reduced service hourly rate form $85.00/Hour to $70.00/Hour for all line item categories.
    b. Increased discount for BK TECHNOLOGIES KNGP Portables from 40% to 42%, Section 2.0, 2-Way Radio, line item 2 *(BK TECHNOLOGIES KNGP/ Catalog 1 / 42%).*
    c. Increased discount for BK TECHNOLOGIES Accessories from 15% to 20%, Section 2.0, 2-Way Radio, line item 3 *(BK TECHNOLOGIES* Accessories */ Catalog 1 / 20%).*
    d. Increased discount for Pyramid from 12% to 15%, Section 2.0, 2-Way Radio, line item 25 *(Pyramid / Catalog 18 / 18%).*
    e. Decreased discount for Cambium Microwave Antennas from 20% to 15%, Section 4.0, Microwave Antennas, line item 1 *(Cambium Microwave Antennas / Catalog 4 / 15%).*

2. Pricing Sheet Basic Changes - BFO ADSPO19-00008376 Attachment 4 Pricing Sheet

    a. Added Line Item Column.
    b. Corrected catalog name in Section 2.0, 2-Way Radio, line items 1- 3 from BK/Relm to BK TECHNOLOGIES.
    c. Added Kenwood Catalog 11a to accommodate / reflect Kenwood's current catalog configuration; Section 2.0, 2-Way Radio, line item 14.
    d. Added Motorola Catalog 17a, 17b, and 17c to accommodate / reflect Motorola's current catalog configuration; Section 2.0, 2-Way Radio, line items 22, 23, and 24.
    e. Added Generator Catalog 24; Section 6.0 Generators, line item 1, at 10% discount.
    f. Corrected catalog number typo, Section 8.0 Comm Shelters, Line Item 3, Magnum Shelters. Changed from Catalog 22 to Catalog 23.
    g. Removed Consultation and Third-Party Oversight service offerings, Section 10.0, to avoid future bid disqualifications as per discussion / negotiation with Arizona State Procurement Office.

3. Updated and Attached Catalogs to Reflect Current Pricing:

    a. Updated - BFO ADSPO19-00008376 Catalog 1 BK TECHNOLOGIES
    b. Updated - BFO ADSPO19-00008376 Catalog 2 Cambium Radios and Components
    c. Updated - BFO ADSPO19-00008376 Catalog 3 Cambium Accessories
    d. Updated - BFO ADSPO19-00008376 Catalog 4 Cambium Antennas
    e. Updated - BFO ADSPO19-00008376 Catalog 5 Cambium Full Line
    f. Updated - BFO ADSPO19-00008376 Catalog 6 CODAN
    g. Updated - BFO ADSPO19-00008376 Catalog 7 EFJ

h. Updated - BFO ADSPO19-00008376 Catalog 8 ICOM
i. Updated - BFO ADSPO19-00008376 Catalog 9 JPS Interoperability Solutions
j. Updated - BFO ADSPO19-00008376 Catalog 10 JPS Cable
k. Updated - BFO ADSPO19-00008376 Catalog 11 KENWOOD LMR
l. Updated - BFO ADSPO19-00008376 Catalog 11a Kenwood Repeaters
m. Updated - BFO ADSPO19-00008376 Catalog 12 KENWOOD P25
n. Updated - BFO ADSPO19-00008376 Catalog 13 Motorola Commercial Radio
o. Updated - BFO ADSPO19-00008376 Catalog 14 Motorola Commercial Accessory
p. Updated - BFO ADSPO19-00008376 Catalog 15 Motorola Professional Radio
q. Updated - BFO ADSPO19-00008376 Catalog 16 Motorola Professional Accessory
r. Updated - BFO ADSPO19-00008376 Catalog 17 Motorola Digital Fixed Equipment
s. Updated - BFO ADSPO19-00008376 Catalog 17a Motorola Analog Fixed Equipment
t. Updated - BFO ADSPO19-00008376 Catalog 17b Motorola Management Console Apps.
u. Updated - BFO ADSPO19-00008376 Catalog 17c Motorola Broadband Solutions
v. Updated - BFO ADSPO19-00008376 Catalog 18 Pyramid
w. Updated - BFO ADSPO19-00008376 Catalog 19 TELEX
x. Updated - BFO ADSPO19-00008376 Catalog 20 WilsonPro and WeBoost
y. Updated - BFO ADSPO19-00008376 Catalog 21 Batteries and Components
z. Updated - BFO ADSPO19-00008376 Catalog 22 Envirobuilding
aa. Updated - BFO ADSPO19-00008376 Catalog 23 Magnum Shelters
bb. Added - BFO ADSPO19-00008376 Catalog 24 Cummins Generator

Water Services Lake Mary Well No. 2 Communication Tower



11. G.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sam Beckett, Public Works Streets Section Director
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration and Approval of Contract: Approve the Cooperative Purchase Contract with Sands Motor Company in the amount of $80,745.22 for the purchase of one (1) 2021 Chevrolet Silverado 4500HD with Rugby 2-3 Yard Dump Body.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Sands Motor Company in the amount of $80,745.22 for the purchase of one (1) 2021 Chevrolet Silverado 4500HD with Rugby 2-3 Yard Dump Body utilizing the Maricopa County cooperative purchase contract; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Streets has an operational need to replace a vehicle that was totaled in October of 2021 in a vehicle accident. The vehicle was the only medium duty truck with a utility dump bed in the Streets fleet. This truck is built to support pothole patching, small quantity material hauling, and supports the concrete sidewalk repair program extensively. These critical maintenance programs are designed to maintain a high-quality multi-modal transportation system. Streets has located a built and ready to deliver truck that could support the immediate demand. Streets also plans to see this vehicle to heavily support sandbag mitigations within the Museum Flood Hazard Area. This truck is ideal for the Museum Flood 2022 refresh program and flood response efforts. Currently, Streets does not have a dump body vehicle capable of supporting these programs with the loss of our previous vehicle.

Financial Impact:

This equipment purchase is funded with Highway User Revenue Funds (HURF) Acct# 040-06-161-0614-6-4401 for a budgeted amount of $80,745.22.

Streets did receive $9,000 from insurance for the truck that was totaled in October 2021. These funds will support the purchase of this vehicle. The FY2022-2023 HURF fund does have the capacity to purchase this truck and has been presented to the Fleet Management Committee as a viable replacement for S3028 and was approved to move forth.

Policy Impact:

The policy implication is this purchase and equipment supports the mission to provide a high level of service possible. By replacing the vehicle lost in a (not at fault) accident we can get back to supporting the mission of high-quality service.

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

Transportation and 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:

Yes, the City Council has discussed on several occasions the importance of maintaining the highest level of service to all of Transportation and Public Infrastructure. This purchase will directly support the City's mission in achieving these goals.

Options and Alternatives:

1. Approve the Cooperative Purchase Contract with Sands Motor Company in the amount of $80,745.22 for the purchase of one (1) 2021 Chevrolet Silverado 4500HD with Rugby 2-3 Yard Dump Body; or
2. Special order a replacement vehicle to replace the damaged vehicle. This is not recommended as the lead time for a vehicle of this type is likely well over 12 to 14 months.
3. Do not approve the Cooperative Purchase Contract.

Background/History:

City of Flagstaff Procurement is utilizing a cooperative purchase contract through the Maricopa County Vehicle Replacement program with Sands Motor Company under contract serial number 180277-C. The use of the Maricopa County cooperative purchase contract will allow the City to get the best pricing for needed vehicles.

Key Considerations:

The purchase of one (1) 2021 Chevrolet Silverado 4500HD with Rugby 2-3 Yard Dump Body to support our concrete replacement program while also support pothole patching throughout the City.

Expanded Financial Considerations:

This is funded in the budget utilizing Highway User Revenue Funds (HURF).

Attachments: Contract 2022-123
Picture of 2021 Chevrolet 4500HD Dump Bed Truck
Exhibit A - Quote Final
Exhibit B Agency Contract

COOPERATIVE PURCHASE CONTRACT
Contract No. 2022-123

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

RECITALS:

A. The Contractor is a fully authorized dealer of Chevrolet products;

B. Sands Motor Company holds a Local Government Purchasing Cooperative Contract Serial # 180277-C with Maricopa County Procurement Department, Public Sector to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

C. Contractor is a dealer as described in the Agency Contract; and

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

AGREEMENT:

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

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

2021 Chevrolet Silverado MD (CC56403) 2WD Reg Cab Work Truck

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

3. Payment: Payment to the Contractor for the materials and or services provided for **eighty thousand, seven hundred forty-five dollars and twenty-two cents ($80,745.22) in addition to other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.

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

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance

under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

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

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

Sands Motor Company.:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A

Quote from Sands Motor Company (attached)

EXHIBIT B
AGENCY CONTRACT

Contract Serial # 180277-C with Maricopa County Procurement Department (attached)





Sands Motor Company
Alan Ray | 480-580-5287 | aray@sandsag.com

City of Flagstaff

Prepared For: Richard Hearne

928-213-2165

rahearne@flagstaffaz.gov

2021 Chevrolet Silverado MD (CC56403) 2WD Reg Cab Work Truck





Under Maricopa County Contract 180277-C - VEHICLE REPLACEMENT PROGRAM

Sands Motor Company
Alan Ray | 480-580-5287 | aray@sandsag.com

Dump Body Specifications

9' 7", 2 - 3 yard Rubgy Eliminator Dump body
Painted white
12" fold down sides
Electric over hydraulic double acting hoist
White steel straight-side "Backpack" truck box, 48" x 24" x 96", mounted behind cab
Includes two stationary shelves, stainless steel locking T-handle latches and gas spring door openiers
17K Hitch with 7 way RV socket
Pull tarp 14' x 96" black mesh, manual

Sands Motor Company
Alan Ray | 480-580-5287 | aray@sandsag.com

Table of Contents

- Quote Worksheet
- Window Sticker
- Weight Distribution
- Standard Equipment
- Geared Road Speed
- Gradeability Chart
- Turning Circle
- Dealership Information

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Data Version: 16127. Data Updated: Mar 30, 2022 3:56:00 AM PDT.

Sands Motor Company
Alan Ray | 480-580-5287 | aray@sandsag.com

[Retail] 2021 Chevrolet Silverado MD (CC56403) 2WD Reg Cab Work Truck (9) (✔ Complete)

Quote: City of Flagstaff, Silverado 4500HD with Rugby 2-3 Yard Dump Body

Quote Worksheet

		MSRP
Base Price		$49,700.00
Dest Charge		$1,695.00
Total Options		$5,080.00
	Subtotal	**$56,475.00**
Rugby Eliminator Dump Body, Backpack Box, per specs on page 2		$22,375.00
2 additional keys, fobs, total of 4		$385.00
Max Legal Window Tint		$160.00
	Subtotal Pre-Tax Adjustments	**$22,920.00**
Less Customer Discount		($5,000.00)
	Subtotal Discount	**($5,000.00)**
Trade-In		$0.00
Excluded from Sales Tax	**Subtotal Trade-In**	**$0.00**
	Taxable Price	**$74,395.00**
Tire Weight Tax		$26.64
Sales Tax	8.50%	$6,323.58
MSO, no registration included		$0.00
	Subtotal Taxes	**$6,350.22**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$80,745.22**

Dealer Signature / Date

Customer Signature / Date

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Sands Motor Company
Alan Ray | 480-580-5287 | aray@sandsag.com

[Retail] 2021 Chevrolet Silverado MD (CC56403) 2WD Reg Cab Work Truck (9) (✔ Complete)

Quote: City of Flagstaff, Silverado 4500HD with Rugby 2-3 Yard Dump Body

Window Sticker

SUMMARY

[Retail] 2021 Chevrolet Silverado MD (CC56403) 2WD Reg Cab Work Truck — MSRP:$49,700.00

Interior:Dark Ash seats with Jet Black interior accents, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible

Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1750HS

OPTIONS

CODE	MODEL	MSRP
CC56403	[Retail] 2021 Chevrolet Silverado MD (CC56403) 2WD Reg Cab Work Truck	$49,700.00
	OPTIONS	
066	Rear axle, 4.10 ratio	$0.00
1WT	Work Truck Preferred Equipment Group	$0.00
5DX	Electrical Provisions, rear of cab, upfitter, body builder wiring	$115.00
7Y8	Batteries, heavy-duty dual 1300 cold-cranking amps	$85.00
8E4	Additional fuel, 5 gallons	$20.00
9L3	Spare tire delete	$0.00
A31	Windows, power with driver express up and down and express down on all other windows	$290.00
AE7	Seats, front 40/20/40 split-bench, 3-passenger	$100.00
AQQ	Remote Keyless Entry	$175.00
BTN	Battery, top post threaded, battery jump start stud	$50.00
C7Y	GVWR, 14,001 lb. (6350 kg)	$0.00
DPN	Mirrors, outside heated power-adjustable vertical trailering, upper glass, manual-folding and extending, black.	$355.00
ED9	Wheelbase, 165" (419.1 cm), 84" CA	$175.00
FF3	Oil seal for front hub, Chicago Rawhide Nitrile for oil lubricated wheel bearings	$25.00
FG0	Oil filled front hubs, synthetic oil EmGard FE-75W-90	$30.00

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Data Version: 16127. Data Updated: Mar 30, 2022 3:56:00 AM PDT.

[Retail] 2021 Chevrolet Silverado MD (CC56403) 2WD Reg Cab Work Truck (9) (✔ Complete)

Quote: City of Flagstaff, Silverado 4500HD with Rugby 2-3 Yard Dump Body

FNP	Front fender extension, painted body color		$105.00
FPF	DPF, diesel particulate filter, manual regeneration		$250.00
FTC	Front axle, 6,250 lb. (2,835 kg), Dana Spicer D800-N, "I"-beam, non-driving		$0.00
FTW	Front suspension, 6,250 lb. (2,835 kg) multi-leaf, includes shock absorbers		$0.00
G68	Shock Absorbers, rear	Inc.	
G86	Axle, limited slip, Dana Spicer Truetrac, torque proportioning limited slip		$350.00
GAZ	Summit White		$0.00
GR4	Rear suspension, 13,500 lb. (6,123 kg) multi-leaf, vari-rate		$25.00
H2R	Dark Ash seats with Jet Black interior accents, Cloth seat trim		$0.00
HD2	Rear axle, 13,500 lb. (6,124 kg) Dana Spicer S14-110, single reduction		$355.00
IOB	Audio system, 7" diagonal color touch-screen with Chevrolet Infotainment		$275.00
JL1	Trailer brake controller, integrated		$275.00
L5D	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible		$0.00
MJ0	Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1750HS		$550.00
N12	Exhaust system, rear exit		$50.00
NSQ	Fuel tank, front and rear, 65 gallon total		$625.00
PTX	Power Take-Off (PTO), not installed		$0.00
PWR	Wheels, 19.5" x 6.75", steel, Grey painted, 8-holes, hub piloted		$80.00
R6I	30,000 lb. GCWR (13,607 kg)		$0.00
R7M	4500 HD Series	Inc.	
SFW	Back-up alarm calibration	Inc.	
U05	Horn, dual-note		$35.00
UQ3	6-speaker audio system	Inc.	
UVC	Rear Vision Camera, display integrated into Radio		$200.00
UY7	Trailering provisions, trailering wire harness only, trailer combined (Stop/Tail/Turn) connection socket and harness mounted at rear of frame.		$30.00
UZF	Backup alarm		$135.00

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[Retail] 2021 Chevrolet Silverado MD (CC56403) 2WD Reg Cab Work Truck (9) (Complete)

Quote: City of Flagstaff, Silverado 4500HD with Rugby 2-3 Yard Dump Body

V22	Grille, chrome		$195.00
V46	Bumper, front chrome		$100.00
V76	Recovery hooks, front, frame-mounted, black		$25.00
XDK	Tires, front 225/70R19.5G highway blackwall Goodyear		$0.00
YAL	Tires, rear 225/70R19.5G highway blackwall Goodyear		$0.00
ZY1	Paint, solid		$0.00
___	Bluetooth for phone, personal cell phone connectivity to vehicle audio system	Inc.	

SUBTOTAL	**$54,780.00**
Adjustments Total	$0.00
Tire Weight Tax	$26.64
Destination Charge	$1,695.00
TOTAL PRICE	**$56,501.64**

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[Retail] 2021 Chevrolet Silverado MD (CC56403) 2WD Reg Cab Work Truck (9) (✔ Complete)

Quote: City of Flagstaff, Silverado 4500HD with Rugby 2-3 Yard Dump Body

Standard Equipment

Mechanical	
	4500 HD Series (Included and only available with (C7Y) 14,001 lb. GVWR, (C5B) 15,000 lb. GVWR, (C7P) 16,000 lb. GVWR or (C7R) 16,500 lb. GVWR.) (STD)
	GVWR, 16,500 lb. (7484 kg) (Silverado 4500 HD 2WD Regular Cab models require one of the following combinations: (1) (FTC) 6.25k front axle and (FTW) 6.25k front suspension and (GL4) 11k rear axle and (GR3) 11k rear suspension. (2) (FTC) 6.25k front axle and (FTW) 6.25k front suspension and one of the following rear axles: (HD2) 13.5k rear axle, (HD1) 15k rear axle or (J27) 15.5k rear axle and (GR4) 13.5k rear suspension. (3) (FTA) 7k front axle and (FK6) 7k front suspension and (FN1) 10k rear axle or (GL4) 11k rear axle and (GR3) 11k rear suspension or (G40) 12K Rear air suspension. (4) (FTA) 7k front axle and (FK6) 7k front suspension and (HD1) 15k rear axle or (J27) 15.5k rear axle and one of the following rear suspensions: (GR4) 13.5k rear suspension, (FU7) 15.5k rear suspension, (GP1) 13.5K rear air suspension, (GP8) 15.5k rear air suspension, (91B) 13.5k LiquidSpring prep single volume rear suspension, (91C) 13.5k LiquidSpring prep stacked volume rear suspension, (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.) (STD)
	Emissions, 50 state certification
	Emissions, USA 50 State certified
	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible 350 hp @ 2700 rpm, 700 lb.-ft. torque @ 1600 rpm (STD)
	Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700HS ratios: 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.61 6TH Highway Series, 19.5K GVW & 26K GCW Max., requires PTX and park pawl. Available with GVWs less than or equal to 19.5K (Requires (C7Y) 14,001 lb. GVWR, (C5B) 15,000 lb. GVWR, (C7P) 16,000 lb. GVWR, (C7R) 16,500 lb. GVWR, (GZX) 17,500 lb. GVWR, (GZJ) 18,000 lb. GVWR or (GZG) 19,500 lb. GVWR. Requires (R6G) 26,000 lb. GCWR (11,793 kg).) (STD)
	Rear axle, 4.10 ratio Max road speed: 79 MPH
	Wheelbase, 141" (358.1 cm), 60" CA (Requires (F0C) 49" axle to end of frame, (F0D) 63" axle to end of frame or (F0K) 91" axle to end of frame and (NPR) exhaust. Requires (PCJ) Vocational Specific Heavy Suspension Package, when ordering (FTA) 7,000 lb. Front axle/(FK6) 7,000 lb. Front suspension or (FTL) 8,000 lb. Front axle/(FSN) 8,000 lb. Front suspension and/or (FU7) 15,500 lb. rear suspension. Not available with rear air suspensions or (91B), (91C), (91D) or (91E) prep for LiquidSpring rear suspension.) (STD)
	Front axle, 6,250 lb. (2,835 kg), Dana Spicer D800-N, "I"-beam, non-driving (Requires (FTW) 6,250 lb. front suspension. Includes (G68) rear shock absorbers. Not available with rear air suspensions.)
	Front suspension, 6,250 lb. (2,835 kg) multi-leaf, includes shock absorbers (Not available with rear air suspensions.) (STD)
	Rear axle, 11,000 lb. (4,999 kg) Dana Spicer S14-110, single reduction
	Rear suspension, 11,000 (4,990 kg) multi-leaf, vari-rate (Not available with air suspension.) (STD)
	Neutral-at-Stop Automatic transmission shifts to neutral when the service brake is depressed while the vehicle is at a complete stop, and remains in neutral until the service brake is released
	Transmission shift control calibration, fuel sense Performance

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Sands Motor Company
Alan Ray | 480-580-5287 | aray@sandsag.com

[Retail] 2021 Chevrolet Silverado MD (CC56403) 2WD Reg Cab Work Truck (9) (✔ Complete)

Quote: City of Flagstaff, Silverado 4500HD with Rugby 2-3 Yard Dump Body

Mechanical	
	Rear wheel drive
	Batteries, heavy-duty dual 1100 cold-cranking amps includes battery box mounted to left side under cab
	Alternator, 150 amps
	Incomplete vehicle
	Axle to End of Frame, 49" (Requires wheelbase (ED5) 201", (ED9) 165", (ER2) 189" or (FQT) 141". Not available with (G40), (GP1) or (GP8) rear air suspension.)
	Axle, Open rear axle, non-locking rear
	Axle lubricant, rear, synthetic oil EmGard FE -75W-90
	Shock Absorbers, rear (Included with (FTC) 6,250 lb. front axle.)
	Steering, power (Bosch S2 8014 Plus)
	Brakes, hydraulic, heavy duty Bosch/Meritor/Wabco system with 4-channel (ABS) (Includes (J69) driveline park brake.)
	Fuel tank, rear only, 40 gallon mounted between frame side rails and behind rear axle
	Fuel, diesel B20
	Capped Fuel Fill
	Exhaust system, right side exit, behind rear wheels (Requires (FQT) 141" wheelbase.)
	Exhaust brake
Exterior	
	Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted (STD)
	Tires, front 225/70R19.5G highway blackwall Goodyear Max Axle Load: 7,940 lb. (Requires (YAL) Tires, rear 225/70R19.5G highway blackwall Goodyear, Max Axle Load: 15,000 lb. or (YMF) Tires, rear 225/70R19.5G traction blackwall Goodyear, Max Axle Load: 15,000 lb.) (STD)
	Tires, rear 225/70R19.5G highway blackwall Goodyear Max Axle Load: 15,000 lb. (STD)
	Spare tire delete (STD)
	Wheel, spare delete
	Bumper, front, Black
	Assist steps
	Front fender extension, mold-in-color Black (Not available with (FNP) Body color front fender extension.)
	Grille, base, molded in color, Black
	Grille guard screen, insect protection (mounted behind grille)
	Headlamps, halogen projector-beam

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Quote: City of Flagstaff, Silverado 4500HD with Rugby 2-3 Yard Dump Body

Exterior	
	Lamps, cargo area, cab mounted with switch on center switch bank
	Lamps, Smoked Amber roof marker
	Lamps, rear, stop/turn/backup (1-piece assembly) with license plate light
	Mirrors, outside high-visibility vertical camper-style, Black with manual folding and extension and lower convex spotter glass
	Glass, solar absorbing, tinted
	Antenna, fixed mast
	Door handles, Black
Entertainment	
	Audio system, 4.2" diagonal color display AM/FM stereo with USB port and auxiliary jack (Requires (AE7) front 40/20/40 split-bench seat. Not available with (UE1) OnStar or (U2K) SiriusXM Radio.) (STD)
	SiriusXM, delete
	Audio system feature, 4-speaker system
Interior	
	Seats, front 40/20/40 split-bench, 3-passenger driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD)
	Interior trim, Jet Black/Dark Ash (Required and only available with (H2Q/H2R) Dark Ash seats with Jet Black interior accents.)
	Seat trim, Vinyl
	Seat Belt, Black
	Floor covering, Graphite-colored rubberized-vinyl
	Steering wheel, urethane
	Steering column, manual Tilt-Wheel
	Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Speedometer, miles/kilometers
	Driver Information Center, 3.5-inch diagonal monochromatic display, provides warning messages and basic vehicle information
	Upfitter switch kit provides up to 4-30 amp circuits to facilitate installation of aftermarket electrical accessories located on the instrument panel
	Windows, manual driver and front passenger
	Door locks, power

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[Retail] 2021 Chevrolet Silverado MD (CC56403) 2WD Reg Cab Work Truck (9) (✔ Complete)

Quote: City of Flagstaff, Silverado 4500HD with Rugby 2-3 Yard Dump Body

Interior	
	Cruise control, steering wheel-mounted
	Air conditioning, single-zone
	Mirror, inside rearview manual day/night
	Visors, driver and front passenger, vinyl
	Assist handle, front passenger and driver on A-pillars
Safety-Mechanical	
	Brake, parking, driveline park brake system
	Electronic Stability Control System with Traction Control includes Electronic Trailer Sway Control and Hill Start Assist
	Traction control
Safety-Exterior	
	Daytime Running Lamps, with automatic exterior lamp control
Safety-Interior	
	Airbags, Single-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front outboard seating positions; Includes airbag deactivation switch for front outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	Airbag deactivation switch, frontal passenger-side (Included and only available with (AY0) airbags.)
	OnStar, delete
	Horn, single-note
WARRANTY	
	Warranty Note: <<< Preliminary 2021 Warranty >>> Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years (Allison Basic): 5 Drivetrain Years: 5 Drivetrain Miles/km (Allison Basic): Unlimited Drivetrain Miles/km: 100,000 Drivetrain Note: Duramax Diesel Corrosion Years (Rust-Through): 6 Corrosion Years: 3 Corrosion Miles/km (Rust-Through): 100,000 Corrosion Miles/km: 36,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 100,000 Maintenance Note: 1 Year/1 Visit

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[Retail] 2021 Chevrolet Silverado MD (CC56403) 2WD Reg Cab Work Truck (9) (Complete)

Quote: City of Flagstaff, Silverado 4500HD with Rugby 2-3 Yard Dump Body

Geared Road Speed

SPECIFICATION SUMMARY	
Model #	CC56403
Engine Order Code	L5D
Model Manufacturer	Duramax
Type	Turbocharged Diesel V8
Displacement	6.6L/402
Horsepower	350 @ 2700
Starting Torque	N/A
Transmission Order Code	MJ0
Model Manufacturer	Allison
Type	6-Speed Automatic
Rear Axle Order Code	HD2
Model Manufacturer	A1750HS Allison
Weight Rating	13500 lbs
Ratio:1	4.10
Rear Tires	225/70R19.5G
Revolutions/Mile Front	640
Revolutions/Mile Rear	640
Surface Type	Concrete
Desired Grade	2%

0% Grade in gear 2% Grade in gear

Note: Simulated speedometer appearance may not correspond with selected equipment.

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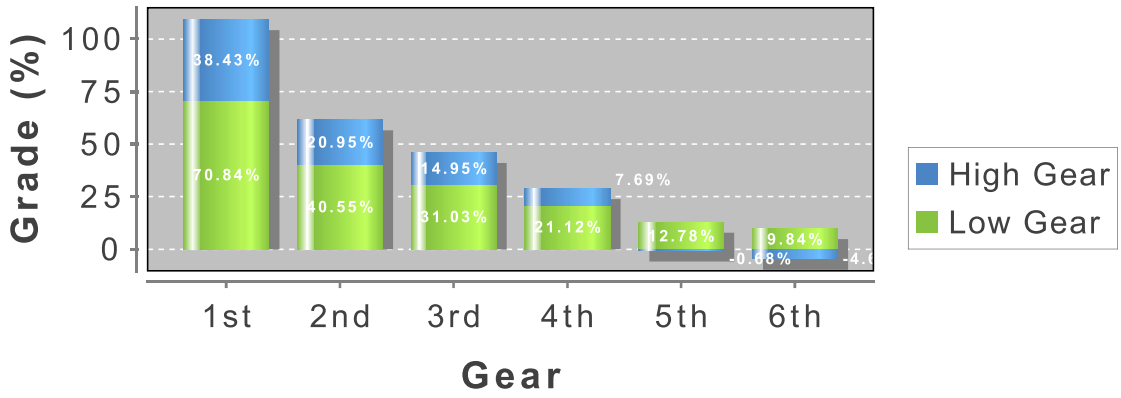
Quote: City of Flagstaff, Silverado 4500HD with Rugby 2-3 Yard Dump Body

Gradeability Chart

SPECIFICATION SUMMARY	
Model #	CC56403
Engine Order Code	L5D
Model Manufacturer	Duramax
Type	Turbocharged Diesel V8
Displacement	6.6L/402
Horsepower	350 @ 2700
Starting Torque	N/A
Transmission Order Code	MJ0
Model Manufacturer	Allison
Type	6-Speed Automatic
Rear Axle Order Code	HD2
Model Manufacturer	A1750HS Allison
Weight Rating	13500 lbs
Ratio:1	4.10
Rear Tires	225/70R19.5G
Revolutions/Mile Front	640
Revolutions/Mile Rear	640
Surface Type	Concrete
Desired Grade	2%



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[Retail] 2021 Chevrolet Silverado MD (CC56403) 2WD Reg Cab Work Truck (9) (Complete)

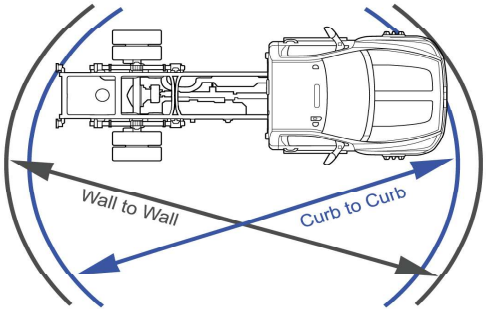
Quote: City of Flagstaff, Silverado 4500HD with Rugby 2-3 Yard Dump Body

Turning Circle

SPECIFICATION SUMMARY	
Model #	CC56403
Front Axle Order Code	FTC
Capacity (lbs)	6250 lbs
Wheelbase Order Code	ED9
Wheelbase (in)	165 in
Front Wheel Order Code	
Size/Type (in)	19.5 x 6.75 in
Front Tire Order Code	XDK
Size/Type	225/70R19.5G

Wall to Wall (ft): 48.8 ft

Wall to Wall diameter is measured from the outermost part of the cab.



Curb to Curb (ft): 47.2 ft

Curb to Curb diameter is measured from the outside of the front tire.

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Dealership Information

Sands - Since 1934!

Sands Motor Company is a Chevrolet Business Elite dealership, one of the nation's largest Chevrolet dealerships and the second oldest in Arizona, having been family-owned since 1934.

We are a certified Chevrolet Silverado Medium Duty and Low Cab Forward dealership, one of only approximately 400 in the Nation. Our 65 service bays are staffed with 25 Master Mechanics. Our Commercial Truck Service Department has 12 dedicated service bays and 8 dedicated Commercial Truck technicians. We also have a full service body shop.

We have the experience and the personnel to meet your needs for new and used cars and trucks, service, parts and body shop.

We look forward to working with you!

Sincerely,

Alan Ray, Fleet & Commercial Sales Manager
Sands Motor Company
5418 NW Grand Ave.
Glendale, Arizona 85311
Cell: 480-580-5287

Prepared By:

Alan Ray
Sands Motor Company
480-580-5287
aray@sandsag.com

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SERIAL 180277-C VEHICLE REPLACEMENT PROGRAM

DATE OF LAST REVISION: January 18, 2022 CONTRACT END DATE: August 31, 2022

CONTRACT PERIOD THROUGH AUGUST 31, ~~2020 2021~~ **2022**

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **VEHICLE REPLACEMENT PROGRAM**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 15, 2018 (Eff. 8/16/18).**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

EK/mm
Attach

Copy to: Office of Procurement Services
Gidget Vigil, Equipment Services

FINDLAY AUTOMOTIVE OF ARIZONA LLC, FINDLAY AUTOMOTIVE GROUP, 2565 LAUGHLIN VIEW DRIVE, BULLHEAD CITY, AZ 86429

SERIAL 180277-C	
NIGP CODE(S):	**07104, 07180 & 07205**
RESPONDENT'S NAME:	**Findlay Automotive of Arizona LLC**
DOING BUSINESS AS (dba):	**Findlay Automotive Group**
COUNTY VENDOR NUMBER:	**VS0000002844**
ADDRESS:	**2565 Laughlin View Drive, Bullhead City, AZ 86429**
P.O. ADDRESS:	
TELEPHONE NUMBER:	**Office 928-754-3400** ~~3800~~ **cell** ~~928/716-5006~~ **406/431-7028**
FACSIMILE NUMBER:	**928-754-3069**
WEB SITE:	**www.findlayaz.com**
CONTACT (REPRESENTATIVE):	~~Nathan Wright John Wilson~~ **David Waddell**
REPRESENTATIVE'S E-MAIL ADDRESS:	~~nwright@findlayauto.com johnwilson@findlayauto.com.~~ **DavidWaddell@findlayauto.com**

	YES	NO	Discount
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[ ]	[X]	
WILL OFFER COUNTY EMPLOYEE DISCOUNT	[ ]	[X]	% / $

PAYMENT TERMS.
[NW] NET 10 DAYS

APPROVED VEHICLE CLASSES	(MARK WITH AN X)
Class 1 0-6000 lbs.	**X**
Class 2 6001-10,000 lbs.	**X**
Class 3 10,001-14,000 lbs.	**X**

Facility is authorized to only order GVRW Class 1 through Class 3

PRICING SHEET: NIGP CODES 07104, 07180 & 07205

Terms: NET 10 Days

Vendor Number: VS0000002844

Certificates of Insurance: Required

Contract Period: To cover the period ending **August 31,** ~~2020~~ ~~2021~~ **2022.**

FREIGHTLINER OF ARIZONA, VELOCITY VEHICLE GROUP, 9899 W. ROOSEVELT STREET, TOLLESON, AZ 85353

SERIAL 180277-C	
NIGP CODE(S):	**07104, 07180 & 07205**
RESPONDENT'S NAME:	**Freightliner of Arizona**
DOING BUSINESS AS (DBA):	**Velocity Vehicle Group**
COUNTY VENDOR NUMBER:	**VC0000004649**
ADDRESS:	**9899 W. Roosevelt Street, Tolleson, AZ 85353**
P.O. ADDRESS:	
TELEPHONE NUMBER:	**623-907-9900**
FACSIMILE NUMBER:	**623-907-6401**
WEB SITE:	**www.fswaz.com**
CONTACT (REPRESENTATIVE):	**Cory Thompson**
REPRESENTATIVE'S E-MAIL ADDRESS:	**cthompson@vvgtruck.com**

	YES	NO	Discount
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[ ]	
WILL OFFER COUNTY EMPLOYEE DISCOUNT	[ ]	[X]	% / $

PAYMENT TERMS.
[X] NET 30 DAYS

APPROVED VEHICLE CLASSES	(MARK WITH AN X)
Class 6 19,501-26,000 lbs	**X**
Class 7 26,001-33,000 lbs.	**X**
Class 8 33,001-+s.	**X**

PRICING SHEET: NIGP CODES 07104, 07180 & 07205

Terms: NET 30 Days

Vendor Number: VC0000004649

Certificates of Insurance: Required

Contract Period: To cover the period ending **August 31,** ~~2020~~ ~~2021~~ **2022.**

INLAND KENWORTH, 1021 N 59TH AVENUE, PHOENIX, AZ 85043
~~8314 W. ROOSEVELT ST., TOLLESON, AZ 85353~~

SERIAL 180277-C	
NIGP CODE(S):	**07104, 07180 & 07205**
RESPONDENT'S NAME:	**Inland Kenworth**
COUNTY VENDOR NUMBER:	**VC0000006810**
ADDRESS:	**1021 N 59th avenue, Phoenix, AZ 85043** ~~8314 W. Roosevelt St., Tolleson, AZ 85353~~
P.O. ADDRESS:	
TELEPHONE NUMBER:	**602-258-7791, 520-909-7061**
FACSIMILE NUMBER:	**602-484-0284**
WEB SITE:	**www.inland-group.com**
CONTACT (REPRESENTATIVE):	~~Steve Pendergast~~ **Mike McGee**
REPRESENTATIVE'S E-MAIL ADDRESS:	~~spendergast@inland-group.com~~ **mmcgee@inland-group.com**

	YES	NO	Discount
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[ ]	
WILL OFFER COUNTY EMPLOYEE DISCOUNT	[ ]	[X]	% / $

PAYMENT TERMS.
[X] NET 30 DAYS

APPROVED VEHICLE CLASSES	(MARK WITH AN X\ )
Class 5 16,001-19,500 lbs	**X**
Class 6 19,501-26,000 lbs	**X**
Class 7 26,001-33,000 lbs.	**X**
Class 8 33,001-+s.	**X**

PRICING SHEET: NIGP CODES 07104, 07180 & 07205

Terms: NET 30 Days

Vendor Number: VC0000006810

Certificates of Insurance: Required

Contract Period: To cover the period ending **August 31,** ~~2020 2021~~ **2022.**

LARRY H. MILLER DODGE AVONDALE, 10101 W. PAPAGO FREEWAY, AVONDALE, AZ 85323

SERIAL 180277-C	
NIGP CODE(S):	**07104, 07180 & 07205**
RESPONDENT'S NAME:	**Larry H. Miller Dodge Avondale**
COUNTY VENDOR NUMBER:	**VC0000004408**
ADDRESS:	**10101 W. Papago Freeway, Avondale, AZ 85323**
P.O. ADDRESS:	
TELEPHONE NUMBER:	**623-478-3683**
FACSIMILE NUMBER:	**623-298-0011**
WEB SITE:	
CONTACT (REPRESENTATIVE):	Joe Maggio ~~Cheryl Colling~~
REPRESENTATIVE'S E-MAIL ADDRESS:	joe.maggio@lhmauto.com ~~cheryl.colling@lhmauto.com~~

	YES	NO	Discount
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[ ]	
WILL OFFER COUNTY EMPLOYEE DISCOUNT	[X]	[ ]	% / $

PAYMENT TERMS.
[X] NET 30 DAYS

APPROVED VEHICLE CLASSES	**(MARK WITH AN X)**
Class 1 0-6000 lbs.	**X**
Class 2 6001-10,000 lbs.	**X**
Class 3 10,001-14,000 lbs.	**X**
Class 4 14,001-16,000 lbs.	**X**
Class 5 16,001-19,500 lbs.	**X**

PRICING SHEET: NIGP CODES 07104, 07180 & 07205

Terms: NET 30 Days

Vendor Number: VC0000004408

Certificates of Insurance: Required

Contract Period: To cover the period ending **August 31,** ~~2020~~ ~~2021~~ **2022.**

MIDWAY CHEVROLET, 2323 W. BELL ROAD, PHOENIX, AZ 85023

SERIAL 180277-C	
NIGP CODE(S):	**07104, 07180 & 07205**
RESPONDENT'S NAME:	**Midway Chevrolet**
COUNTY VENDOR NUMBER:	**VC0000007024**
ADDRESS:	**2323 W. Bell Road, Phoenix, AZ 85023**
P.O. ADDRESS:	
TELEPHONE NUMBER:	**602-733-2251**
FACSIMILE NUMBER:	**602-760-3377-**
WEB SITE:	**www.midwaychev.com**
CONTACT (REPRESENTATIVE):	**Gregg Ball**
REPRESENTATIVE'S E-MAIL ADDRESS:	**gball@vtaig.com**

	YES	**NO**	**Discount**
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[ ]	[X]	
WILL OFFER COUNTY EMPLOYEE DISCOUNT	[X]	[ ]	% / $250

PAYMENT TERMS.
[X] NET 45 DAYS

APPROVED VEHICLE CLASSES	**(MARK WITH AN X)**
Class 1 0-6000 lbs.	**X**
Class 2 6001-10,000 lbs.	**X**
Class 3 10,001-14,000 lbs.	**X**
Class 4 14,001-16,000 lbs.	**X**
Class 5 16,001-19,500 lbs.	**X**
Class 6 19,501-26,000 lbs.	**X**

PRICING SHEET: NIGP CODES 07104, 07180 & 07205

Terms: NET 45 Days

Vendor Number: VC0000007024

Certificates of Insurance: Required

Contract Period: To cover the period ending **August 31,** ~~2020~~ ~~2021~~ **2022.**

PFVT MOTORS LLC DBA: PEORIA FORD, 9130 W. BELL ROAD, PEORIA, AZ 85382

SERIAL 180277-C	
NIGP CODE(S):	**07104, 07180 & 07205**
RESPONDENT'S NAME:	**PFVT MOTORS LLC DBA Peoria Ford**
COUNTY VENDOR NUMBER:	**VC0000001989**
ADDRESS:	**9130 W. Bell Road, Peoria, AZ 85382**
P.O. ADDRESS:	
TELEPHONE NUMBER:	**480-696-5930**
FACSIMILE NUMBER:	**480-393-5536**
WEB SITE:	**www.peoriaford.com**
CONTACT (REPRESENTATIVE):	~~Chad Welsh~~ **Sandra Gonzalez**
REPRESENTATIVE'S E-MAIL ADDRESS:	~~cwelsh@peoriaford.com~~ **sgonzalez@peoriaford.com**

	YES	NO	Discount
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[ ]	
WILL OFFER COUNTY EMPLOYEE DISCOUNT	[X]	[ ]	% / $

PAYMENT TERMS.
[X] NET 30 DAYS

APPROVED VEHICLE CLASSES	**(MARK WITH AN X)**
Class 1 0-6000 lbs.	**X**
Class 2 6001-10,000 lbs.	**X**
Class 3 10,001-14,000 lbs.	**X**
Class 4 14,001-16,000 lbs.	**X**
Class 5 16,001-19,500 lbs.	**X**
Class 6 19,501-26,000 lbs	**X**
Class 7 26,001-33,000 lbs.	**X**
Class 8 33,001-+	**X**

PRICING SHEET: NIGP CODES 07104, 07180 & 07205

Terms: NET 30 Days

Vendor Number: VC0000001989

Certificates of Insurance: Required

Contract Period: To cover the period ending **August 31,** ~~2020~~ ~~2021~~ **2022.**

RUSH TRUCK CENTERS OF ARIZONA, 9600 W. ROOSEVELT STREET, TOLLESON, AZ 85353

SERIAL 180277-C	
NIGP CODE(S):	**07104, 07180 & 07205**
RESPONDENT'S NAME:	**Rush Truck Centers of Arizona**
COUNTY VENDOR NUMBER:	**VC0000006428**
ADDRESS:	**9600 W. Roosevelt Street, Tolleson, AZ 85353**
P.O. ADDRESS:	
TELEPHONE NUMBER:	**602-422-8124**
FACSIMILE NUMBER:	**N/A**
WEB SITE:	**www.rushenterprises.com**
CONTACT (REPRESENTATIVE):	**Byron Haught**
REPRESENTATIVE'S E-MAIL ADDRESS:	**haughtb@rushenterprises.com**

	YES	NO	Discount
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[ ]	
WILL OFFER COUNTY EMPLOYEE DISCOUNT	[ ]	[X]	% / $

PAYMENT TERMS.
[X] NET 30 DAYS

APPROVED VEHICLE CLASSES	**(MARK WITH AN X)**
Class 6 19,501-26,000 lbs	**X**
Class 7 26,001-33,000 lbs.	**X**
Class 8 33,001-+	**X**

PRICING SHEET: NIGP CODES 07104, 07180 & 07205

Terms: NET 30 Days

Vendor Number: VC0000006428

Certificates of Insurance: Required

Contract Period: To cover the period ending **August 31,** ~~2020~~ ~~2021~~ **2022.**

RWC INTERNATIONAL, LTD., 600 N. 75TH AVENUE, PHOENIX, AZ 85043

SERIAL 180277-C	
NIGP CODE(S):	**07104, 07180 & 07205**
RESPONDENT'S NAME:	**RWC International, Ltd.**
COUNTY VENDOR NUMBER:	**VC0000002933**
ADDRESS:	**600 N. 75th Avenue, Phoenix, AZ 85043**
P.O. ADDRESS:	
TELEPHONE NUMBER:	**602-307-1050**
FACSIMILE NUMBER:	**602-307-1051**
WEB SITE:	**www.rwcgroup.com**
CONTACT (REPRESENTATIVE):	~~Chelsea Wilson~~ **Mary Wilson or Josh Schouten**
REPRESENTATIVE'S E-MAIL ADDRESS:	~~quote@rwcgroup.com~~ **mwilson@rwcgroup.com**

	YES	NO	Discount
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[ ]	
WILL OFFER COUNTY EMPLOYEE DISCOUNT	[ ]	[X]	% / $

PAYMENT TERMS.
[X] NET 30 DAYS

APPROVED VEHICLE CLASSES	**(MARK WITH AN X)**
Class 4 14,001-16,000 lbs.	**X**
Class 5 16,001-19,500 lbs.	**X**
Class 6 19,501-26,000 lbs	**X**
Class 7 26,001-33,000 lbs.	**X**
Class 8 33,001-+	**X**

PRICING SHEET: NIGP CODES 07104, 07180 & 07205

Terms: NET 30 Days

Vendor Number: VC0000002933

Certificates of Insurance: Required

Contract Period: To cover the period ending **August 31,** ~~2020~~ ~~2021~~ **2022.**

SAN TAN FORD, 1429 E. MOTORPLEX LOOP, GILBERT, AZ 85297

SERIAL 180277-C	
NIGP CODE(S):	07104, 07180 & 07205
RESPONDENT'S NAME:	San Tan Auto Partners DBA San Tan Ford
COUNTY VENDOR NUMBER:	VC0000001959
ADDRESS:	1429 E Motorplex Loop, Gilbert, AZ 85297
P.O. ADDRESS:	
TELEPHONE NUMBER:	(480) 621-3741
FACSIMILE NUMBER:	(480) 621-3796
WEB SITE:	www.santanfordfleet.com
CONTACT (REPRESENTATIVE):	Joe Sanchez
REPRESENTATIVE'S E-MAIL ADDRESS:	joesanchez@santanford.com

	YES	**NO**	**Discount**
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[ ]	
WILL OFFER COUNTY EMPLOYEE DISCOUNT	[X]	[ ]	$500 below invoice
			EXCLUDING Specialty Vehicles (ie. Raptor, Shelby Mustang, etc.)

PAYMENT TERMS.
[X] NET 30 DAYS

APPROVED VEHICLE CLASSES	**(MARK WITH AN X)**
Class 1 0-6000 lbs.	**X**
Class 2 6001-10,000 lbs.	**X**
Class 3 10,001-14,000 lbs.	**X**
Class 4 14,001-16,000 lbs.	**X**
Class 5 16,001-19,500 lbs.	**X**
Class 6 19,501-26,000 lbs	**X**
Class 7 26,001-33,000 lbs.	**X**

PRICING SHEET: NIGP CODES 07104, 07180 & 07205

Terms: NET 30 Days

Vendor Number: VC0000001959

Certificates of Insurance: Required

Contract Period: To cover the period ending **August 31,** ~~2020~~ ~~2021~~ **2022.**

SANDERSON FORD, PO BOX 1407 GLENDALE, AZ 85311
~~6400 N. 51ST AVENUE, GLENDALE, AZ 85301~~

SERIAL 180277-C	
NIGP CODE(S):	07104, 07180 & 07205
RESPONDENT'S NAME:	Sanderson Ford
COUNTY VENDOR NUMBER:	VC0000006889
ADDRESS:	**PO BOX 1407, Glendale, AZ 85311** ~~6400 N. 51st Avenue, Glendale, AZ 85301~~
P.O. ADDRESS:	
TELEPHONE NUMBER:	~~623-930-596~~**1 623/842-8622**
FACSIMILE NUMBER:	**623-930-5966**
WEB SITE:	**www.sandersonford.com**
CONTACT (REPRESENTATIVE):	**David Harris**
REPRESENTATIVE'S E-MAIL ADDRESS:	**dharris@sandersonford.com**

	YES	**NO**	**Discount**
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[ ]	
WILL OFFER COUNTY EMPLOYEE DISCOUNT	[X]	[ ]	% / $

PAYMENT TERMS.
[X] NET 30 DAYS

APPROVED VEHICLE CLASSES	**(MARK WITH AN X)**
Class 1 0-6000 lbs.	**X**
Class 2 6001-10,000 lbs.	**X**
Class 3 10,001-14,000 lbs.	**X**
Class 4 14,001-16,000 lbs.	**X**
Class 5 16,001-19,500 lbs.	**X**
Class 6 19,501-26,000 lbs	**X**
Class 7 26,001-33,000 lbs.	**X**

PRICING SHEET: NIGP CODES 07104, 07180 & 07205

Terms: NET 30 Days

Vendor Number: VC0000006889

Certificates of Insurance: Required

Contract Period: To cover the period ending **August 31,** ~~2020~~ ~~2021~~ **2022.**

SANDS MOTOR COMPANY, 5418 NW GRAND AVENUE, GLENDALE, AZ 85301

SERIAL 180277-C	
NIGP CODE(S):	**07104, 07180 & 07205**
RESPONDENT'S NAME:	**Sands Motor Company**
COUNTY VENDOR NUMBER:	**VC0000006824**
ADDRESS:	**5418 NW Grand Avenue, Glendale, AZ 85301**
P.O. ADDRESS:	
TELEPHONE NUMBER:	**623-474-9393 480-707-3599**
FACSIMILE NUMBER:	**623-934-9720**
WEB SITE:	**www.sandsglendale.com**
CONTACT (REPRESENTATIVE):	**Alan Ray**
REPRESENTATIVE'S E-MAIL ADDRESS:	**aray@sandschevrolet.com**

	YES	NO	Discount
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[ ]	
WILL OFFER COUNTY EMPLOYEE DISCOUNT	[X]	[ ]	Varies by model

PAYMENT TERMS.
[X] NET 30 DAYS

APPROVED VEHICLE CLASSES	**(MARK WITH AN X)**
Class 1 0-6000 lbs.	**X**
Class 2 6001-10,000 lbs.	**X**
Class 3 10,001-14,000 lbs.	**X**
Class 4 14,001-16,000 lbs.	**X**
Class 5 16,001-19,500 lbs.	**X**
Class 6 19,501-26,000 lbs	**X**

PRICING SHEET: NIGP CODES 07104, 07180 & 07205

Terms: NET 30 Days

Vendor Number: VC0000006824

Certificates of Insurance: Required

Contract Period: To cover the period ending **August 31,** ~~2020~~ ~~2021~~ **2022.**

VEHICLE REPLACEMENT PROGRAM

1.0 INTENT:

The intent of this Solicitation is to establish a listing of qualified Suppliers to participate in providing government fleet pricing for a variety of vehicle makes and models for Maricopa County's Vehicle Replacement Program. The County purchases approximately 300 vehicles for various application in a fiscal year.

The contract will be on an "as needed basis". Task orders will be issued to qualified suppliers through Bidsync as a need arises. The respondent submitting the lowest price will be awarded the bid. There will be multiple awards made. The General Specifications section outlines the minimum standard features for each vehicle application. Awards will be made to the Suppliers meeting specifications and offering the overall best price.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.12 and 3.13, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

Maricopa County reserves the right to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

2.0 SPECIFICATIONS:

These are general specifications for Suppliers to reference when submitting an offer for vehicle prices during the quotation/task orders period.

2.1 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.2 QUALIFIED SUPPLIERS:

The Suppliers must be an authorized manufacturer distributor for the vehicles offered under this contract. The Suppliers must indicate in their qualification submittal, the Gross Vehicle Weight Rating (GVWR) their facility is authorized to order from the manufacturer.

Class 1 0-6000 lbs.
Class 2 6001-10,000 lbs.
Class 3 10,001-14,000 lbs.
Class 4 14,001-16,000 lbs.
Class 5 16,001-19,500 lbs.
Class 6 19,501-26,000 lbs.
Class 7 26,001-33,000 lbs.
Class 8 33,001-+
For example: Facility is authorized to only order vehicles under the GVWR class 1 through class 6.

2.3 VEHICLE ORDERS:

The Supplier(s) shall place all orders from the manufacturer. For the initial contract period, vehicles shall be of the current year 2018 models or newer. All vehicle pricing shall be from the base level models with options / add-on's. The County's standard features are listed in section 2.15 for each class code below.

2.4 VEHICLE ORDERS OFF THE LOT OR STOCK:

The County reserves the right to order vehicle(s) off the lot when unforeseen circumstances occur.

2.4.1 The vehicle(s) shall be of the current year model or newer and be of the same base level models with options / add-on's as specified in section 2.15. **Exceptions are made when the only vehicle(s) available with the additional appearance & performance package satisfy the vehicle replacement and/or addition to the fleet vehicle.**

2.4.2 **Suppliers must provide the County with the vehicle specification / window sticker for verification the standard feature in section 2.15 are included.**

2.4.3 The vehicle(s) shall be new, no previous owners.

2.4.4 The mileage shall be less than 100 original odometer miles.

2.4.5 The automotive industry nationwide is affected by manufacturer shortage on parts and microchips.

2.4.6 **These orders shall be requested by email.**

2.5 ORDER CUT OFF DATES:

Provide all cut off dates for each application. If not available indicate "TBD" (to be determined). The Supplier(s) shall notify the County of the cut off dates when available.

2.6 ORDER CONFIRMATION:

The Suppliers shall place the order with the manufacturer within twenty-four (24) hours upon receipt of the purchase order. All orders must be confirmed with a "Vehicle Order Confirmation" receipt via email. The Supplier(s) shall provide a "Fleet Distribution Bulletin" of all vehicle delivery dates in transit by the manufacturer to the Supplier or a manufacturer website to track each vehicle **orders,** at no cost to the County.

2.7 ORDER CANCELLATION:

The County reserves the right to cancel any order for the following reasons. Including, but not limited to;

2.7.1 The original delivery time was not met;

2.7.2 The delivery time exceeded the County's fiscal yearend cut-off date (June 30th of each year);

2.7.3 A required component / part was not included;

2.7.4 The supplier(s) did not place the order;

2.7.5 The wrong color was ordered by Supplier or the County;

2.7.6 The manufacturer denied the supplier to make a change on the vehicle order;

2.7.7 Manufacturer recalls;

2.7.8 Manufacturer shut down causing delays on deliveries;

2.7.9 Damages to vehicles in transit.

2.8 VEHICLE AND EQUIPMENT DELIVERIES:

The Supplier(s) shall provide prior notice to the Fleet Management Office at 602-506-6420 or 602-506-4674, with the number of vehicles to be delivered. All new vehicle arrivals shall be delivered to Equipment Services 3325 West Durango Street, Phoenix, Arizona 85009. Deliveries are accepted Monday through Friday 7:00 a.m. to 3:30 p.m.

2.8.1 Upon arrival the Supplier's drivers will be directed to park the vehicle(s) in the Durango Garage on the 5th floor. The garage is behind the Durango maintenance yard.

2.8.2 The vehicles that are too high for the garage clearance shall be delivered to the secure fenced Get Ready lot or Auction lot.

2.8.3 An inspection of the vehicle(s) will be conducted at the time the delivery is made or next business day, depending on the time of the day and manpower. If a discrepancy is found, Fleet Management office will send an email and photos' describing damages and discrepancies found.

2.8.4 All vehicle doors must be locked upon delivery.

2.9 DELIVERIES:

All deliveries must be within ninety (90) days up to hundred and twenty (120) days from receipt of the purchase order, unless other agreements have been made in writing by both parties.

2.9.1 **All vehicle orders delivered outside of the Phoenix Metropolitan area shall be arranged to be transported to avoid adding miles to the new vehicle(s).**

2.9.2 **Exceptions are made for class 6, class 7 and class 8 Heavy Duty trucks orders.**

2.10 VEHICLE FUEL TANKS:

All vehicles delivered must have at the minimum ¾ of fuel in the tank, **at no cost to the County.**

2.11 VEHICLE CATEGORIES:

The vehicle categories will vary in Fuel Type (Flex Fuel / Gas, Diesel), Regular Cab, Extended Cab, Crew Cab, Engine Size, Cab/Axle (CA), Dual Read Wheel (DRW), Single Rear Wheel (SRW) and 2WD, 4WD, 9' Chassis Cab, 8' Bed delete on ¾ ton up to 1 ton only and bed lengths.

2.11.1 The following is the County's minimum standards for the Engine sizes and Bed lengths for all vehicle categories.

2.11.2 The Engines for all Passenger, Special Utility Vehicle's (SUV), Mini Cargo, Passenger Vans and all trucks shall be fuel efficient i.e., EcoBoost / EcoTech, or equal. Provide alternate fuel vehicles when applicable,

2.11.3 The Engines size for all ½ ton trucks unleaded shall be EcoBoost / EcoTech 3.5L 375 h.p.; 5.0L 395 h.p.; 5.3L V8 355 h.p.; 6.2L V8 420 h.p. or equal

2.11.4 The Engines size for all ¾ ton trucks **up to Class 4 trucks ~~and larger~~** unleaded shall be minimum 360 h.p.

2.11.5 The Engines size for all ¾ ton trucks **up to Class 5** and larger Diesel shall be minimum 440 h.p.

2.11.6 The Bed Size for all trucks minimum short bed 6.5', long bed 8'. If the manufacturer offers a shorter or in between bed length than described, other lengths may be considered. It will depend on the up fit of the truck.

2.12 CLASS CODES PASSENGER AND SUV:

2.12.1	1001	COMPACT SIZE SEDAN
2.12.2	1003	COMPACT SIZE HYBRID
2.12.3	1013	COMPACT SIZE CROSSOVER SUV FWD
2.12.4	1015	COMPACT SIZE CROSSOVER SUV AWD
2.12.5	1014	COMPACT SIZE CROSSOVER SUV HYBRID
2.12.6	1004	MEDIUM SIZE SEDAN HYBRID
2.12.7	1010	MEDIUM SIZE SEDAN
2.12.8	1012	MEDIUM SIZE CROSSOVERS SUV FWD
2.12.9	1016	MEDIUM SIZE SUV FWD
2.12.10	1017	MEDIUM SIZE SUV AWD
2.12.11	1020	FULL SIZE SEDAN
2.12.12	1051	FULL SIZE BODY ON FRAME SUV 4WD
2.12.13	1055	FULL SIZE BODY ON FRAME EXTENDED XL SUV 4WD
2.12.14	**1002**	**SMALL SEDAN**

2.13 CLASS CODE TRUCKS / MINI CARGO / PASSENGER VANS:

2.13.1	2001	COMPACT TRUCK
2.13.2	2002	COMPACT TRUCK 4WD
2.13.3	2004	COMPACT TRUCK CREW CAB 4WD
2.13.4	2005	COMPACT TRUCK EXT CAB
2.13.5	2006	COMPACT TRUCK EXT CAB 4WD
2.13.6	2056	MIDSIZE TRUCK CREW CAB SHORT BED 4WD
2.13.7	2057	MIDSIZE TRUCK CREW CAB LONG BED 2WD
2.13.8	2058	MIDSIZE TRUCK EXTENDED CAB 4WD
2.13.9	2059	MIDSIZE TRUCK EXTENDED CAB 2WD
2.13.10	2010	1/2 TON TRUCK
2.13.11	2011	1/2 TON TRUCK 4WD
2.13.12	2012	1/2 TON TRUCK CREW CAB
2.13.13	2014	1/2 TON TRUCK CREW CAB 4WD
2.13.14	2015	1/2 TON TRUCK EXTENDED CAB
2.13.15	2016	1/2 TON TRUCK EXTENDED CAB 4WD
2.13.16	2020	3/4 TON TRUCK
2.13.17	2021	3/4 TON TRUCK 4WD
2.13.18	2022	3/4 TON TRUCK CREW CAB
2.13.19	2023	3/4 TON TRUCK CREW CAB 4WD
2.13.20	2023A	3/4 TON TRUCK EXTENDED CAB
2.13.21	2023B	3/4 TON TRUCK EXTENDED CAB 4WD
2.13.22	2024	3/4 TON TRUCK BED DELETE
2.13.23	2025	3/4 TON TRUCK BED DELETE 4WD
2.13.24	2026	3/4 TON TRUCK CREW CAB BED DELETE 4WD
2.13.25	2027	3/4 TON TRUCK EXTENDED CAB BED DELETE
2.13.26	2029	3/4 TON TRUCK EXTENDED CAB BED DELETE 4WD
2.13.27	2031	1 TON TRUCK 4WD
2.13.28	2032	1 TON TRUCK CREW CAB
2.13.29	2033	1 TON TRUCK CREW CAB 4WD
2.13.30	2034	1 TON TRUCK BED DELETE
2.13.31	2036	1 TON TRUCK CREW CAB BED DELETE
2.13.32	2037	1 TON TRUCK CREW CAB BED DELETE 4WD
2.13.33	2051	1 TON TRUCK CREW CAB DUAL WHEELS
2.13.34	2052	1 TON TRUCK DUAL WHEELS BED DELETE
2.13.35	2053	1 TON TRUCK DUAL WHEELS 4WD
2.13.36	2054	1 TON TRUCK CREW CAB DUAL WHEELS BED DELETE 4WD
2.13.37	20XX	1 TON TRUCK EXTENDED CAB
2.13.38	20XY	1 TON TRUCK EXTENDED CAB 4WD
2.13.39	2101	MINI CARGO VAN
2.13.40	2102	MINI PASSENGER VAN
2.13.41	2105	1/2 TON CARGO VAN

2.13.42	2108	1 TON CARGO VAN
2.13.43	2111	8 PASSENGER VAN
2.13.44	2112	12 PASSENGER VAN
2.13.45	2114	15 PASSENGER VAN
2.13.46	2110	3/4 TON CARGO VAN
2.13.47	2110HT	3/4 TON CARGO VAN HIGH ROOF
2.13.48	2201	2-1/2 TON TRUCK
2.13.49	2202	2-1/2 TON TRUCK CREW CAB CHASSIS ONLY
2.13.50	**2205**	**PRISONER TRANSPORT BUSES**
2.13.51	**3211**	**RV CLINICS**

2.14 CLASS CODE LAW ENFORCEMENT VEHICLES:

2.14.1	1024	FULL SIZE SEDAN - PPV
2.14.2	1025	FULL SIZE SEDAN – PPV UNMARKED
2.14.3	1057	MEDIUM SIZE- BODY ON FRAME SUV - PPV MARKED
2.14.4	1052	FULL SIZE - BODY ON FRAME SUV – 4X4 SSV - UNMARKED
2.14.5	1053	FULL SIZE - BODY ON FRAME SUV – 4X4 SSV - MARKED
2.14.6	1054	FULL SIZE - BODY ON FRAME SUV - 4X2 PPV - MARKED
2.14.7	1059	FULL SIZE - BODY ON FRAME SUV - 4X2 PPV – UNMARKED
2.14.8	2017	1/2 TON 4X4 TRUCK CREW CAB SSV- UMARKED BED SIZE 6.5'
2.14.9	2018	1/2 TON 4X4 TRUCK CREW CAB SSV- MARKED BED SIZE 6.5'
2.14.10	2019	1/2 TON 4X4 TRUCK CREW CAB PPV – MARKED BED SIZE 6.5’

2.15 VEHICLE EQUIPMENT REQUIREMENTS**:**

All vehicle pricing shall include the following minimum standard features:

2.15.1 All standard factory equipment
2.15.2 Engine type & size (reference section 2.11.2, 2.11.3)
2.15.3 Interior shall be dark in color (i.e., black, dark grey, etc.) (when applicable)
2.15.4 All seats shall be made of cloth material dark in color (when applicable) – no bench seats
2.15.5 Automatic transmission
2.15.6 Cruise control/Tilt Wheel
2.15.7 Power door locks, power windows, **power seats**, and power mirrors
2.15.8 **Minimum of 3 keys / entry device - FOB’s and 1 valet key (when applicable) or keyless entry remotes per vehicle (depending on make and model and push start) no refurbished keys. All FOB’s must be programed.**
2.15.9 Air conditioning
2.15.10 Back up camera
2.15.11 Back up camera prep kit on cab chassis / bed deletes
2.15.12 Rear cargo area security cover (Compact / Medium SUV’s)
2.15.13 Floor mats(front and rear seating), only for carpet
2.15.14 **Maximum aftermarket legal tinted glass -include on top of factory tinted glass / law enforcement vehicles may not be ordered with tinted windows may substitute with privacy glass**
2.15.15 A/M F/M stereo with hand-free Sync / Bluetooth capability
2.15.16 Larger driver & passenger doors mirrors (26001 lbs. GVW and above trucks only)
2.15.17 Back up alarm (10000 lbs. GVW and above to include Cargo Van’s and Passenger Vans)
2.15.18 Front tow hooks (10000 lbs. GVW 4WD and above trucks only)
2.15.19 Heavy Duty towing Packages with receiver hitch 2” with factory 7 pin plug and aftermarket 6 pin, heavy duty oil and transmission coolers (include factory built in brake controller, if applicable)
2.15.20 Truck bed lengths (reference section 2.11.6)
2.15.21 Skid plates (Only 4WD Trucks)
2.15.22 Electronic locking differential (on all 4WD and Dual wheels)
2.15.23 Running boards full length (back of cab) on all Full Size SUV’s, Full Size Trucks and Vans and SSV models. There may be exceptions for the running boards from back to the wheel well.
2.15.24 Rear A/C on all Passenger Vans, Transits, and Cargo Vans

2.15.25 Factory up fitter switches on all trucks ½ ton and large **(when applicable).**
2.15.26 **Center high mount stop lamp include on all cab chassis and bed deletes**
2.15.27 **Factory installed Wi-Fi (when applicable) in base level or government fleet vehicle manufacturers.**

2.16 INTERIOR / EXTERIOR VEHICLE COLORS:

The County's standard vehicle color for the exterior is White, exceptions are made for law enforcement vehicles. The County prefers dark interior when available. When submitting your quote/task orders, upload color charts for exterior and interior options, to include cloth seat patterns and designs for each vehicle model offered.

2.17 VEHICLE BUILD SHEET / SPECIFICATION:

The Suppliers shall provide a manufacturer build which shall contain the following information: including but not limited to the axel ratio, transmission type, wheel type and **tire** size, paint codes, chassis specifications, drivetrain information, gross vehicle weight, oil and fuel capacities.

2.18 ~~EXTENDED~~ **PREMIUM WARRANTY:**

~~There will be two bumper to bumper warranty plans to select from when establishing a vehicle purchase. The standard extended warranty and the premium factory extended warranty for 60 months/100,000 miles/$100 deductible and 60 months/100,000 miles/$0 deductible; whichever is the best interest to the County.~~

The Premium Warranty Plan shall be for 60 months, 100,000 miles, $0 deductible. This warranty plan ~~will be ordered on all vehicle orders~~**. It will be applied on selected vehicle orders. The vehicle orders without extra coverage shall be covered under the manufacturer bumper to bumper plan. The Suppliers shall provide the limits to their manufacturer warranty plan.** The premium plan shall have the best coverage for the following components, including but not limited to; Engine, Transmission, Electrical, Brakes, Front and Rear Suspension, Rear/Front-Wheel-Drive Axle, Air Conditioning & Heating, High Tech Components, Audio, Interior/Exterior Lighting, Emissions, Steering and Safety.

The warranty price shall be listed on a separate line on the invoice, not taxable. Awarded Supplier(s) shall warrant all dealer installed items for quality and workmanship. Warranty shall include 100% coverage for all options, components and labor.

2.19 DELAYED WARRANTY:

Delayed warranties must be available for all vehicles. Warranties do not commerce until the County places the vehicle / equipment into service. The process may take approximately two (2) to three (3) months from the date of receipt, and may be longer due to unforeseen circumstances. The Supplier(s) are to provide a "Delayed Warranty" form along with the invoice. If no form is available, the County's Fleet Management Office will send a notification via email when the vehicle/equipment has been placed in service with the date and mileage. NOTE: If the Supplier(s) fail to arrange for delayed warranty with OEM, the Supplier(s) are responsible for all costs incurred to make appropriate repairs at any dealership.

2.20 MANUFACTURER STATEMENT OF ORIGIN (MSO):

The MSO must be included with the invoice at the time of delivery and signed over to Maricopa County. The County cannot process payment until received. **The individual authorized signature must include their position title with the dealership and include the dealer number, no exceptions. This is a State of Arizona policy required when registering the vehicle(s).**

2.21 OPERATING MANUALS:

The operating manuals are required at the time of delivery preferable electronic, to include; operational manuals, comprehensive service manuals, and schematic diagrams, minimum of one (1) per unit purchased. **If no hard copies a service and repairs manual, provide a thumb drive, CD, or website access at no cost to the County.**

2.22 VEHICLE INSPECTIONS:

All truck builds required to have a CDL Inspection, must be completed prior to delivery. All documentation must be submitted at the time of delivery with the invoice. ~~All level 1 inspections must be completed prior to delivery (when applicable) and CDL annual inspections. All documentation must be submitted with the invoice.~~

2.23 TIRE TAX:

Provide the flat price for State Tire Tax fee for all applications (if applicable). This cost must be listed on a separate line on the invoice, not to be included in the unit price or taxable.

2.24 TAX RATE:

The tax rate on the invoice shall match the Supplier's facility city tax.

2.25 SAFETY STANDARDS:

All vehicles must meet the requirements of all applicable Arizona State and Federal Motor Vehicle Laws as defined in Title 49, C.F.R & 523 VEHICLE CLASSIFICATIONS and part 393.60 (d) MAXIMUM Legal tint. Exceptions may be allowed for law enforcement vehicles with written prior approval from the Law Enforcement agency.

2.26 PRICING:

All vehicle orders ~~from~~ shall follow **Government** Fleet Pricing. Any incentives or rebates shall be passed on to County and identified on the task order.

2.26.1 All pricing shall include the standard features and guidelines outlined in section 2.15.

2.26.2 The vehicle(s) requested off the lot or stock shall follow the same government fleet pricing with exception to applying any flooring cost and add-ons from the manufacturer **and shipping**, at no markup

2.26.3 During the quote / task order submittals through Bidsync, there will be three (3) price sheets to submit. The price sheets will reference the class codes from section 2.12, 2.13 and 2.14.

2.26.4 All columns on the price sheets must be filled out to be considered an awardee.

2.26.5 For Class Code: TRUCKS / MINI CARGO / PASSENGER VANS, there are two (2) sections to fill out. First section is for class codes for fuel type unleaded; the second section is for class codes for fuel type diesel.

2.26.6 **It is very important to follow the minimum specification requirements in section 2.15, to be considered an award in the class of vehicle or truck offered. If your offer exceeds the minimum specifications requirements, there may not be awarded, unless there is a unique build that requires the higher trim level model.**

2.26.7 **The County reserves the right to select the best fit vehicle or truck model in its class with the price not being the sole factor for award. This will involve unique, complex and specialty builds to hold all specialty added on components to fit the unique operations and to handle specialized equipment to be installed in the vehicle(s) or truck(s).**

2.26.8 **When an option(s) or performance feature was not included on the original task order or off the lot vehicle, the Supplier must provide a Supplement Pricing quote to add on.**

2.26.9 **When it is in the best practice for the County, the County reserves the right to request a task order to one contractor to produce a package build with Chassis, Body and All Upfitting Components in the interior and exterior of the complex specialty vehicle.**

2.26.9.1 **When portions of the package build cannot be performed at the awarded contractor's facility or one of their subcontractors, the contractors may use the contractors of record on the County's Vehicle Outfitters contract 190170-S. A list of vendors will be provided on the task order.**

2.26.9.2 **If one of the contractors on contract 190170-S, is assisting in the build, include the company name and the portion of the build on the task order.**

2.26.9.3 **These future builds shall have readily available replacement parts. No hard to find parts.**

~~2.27 CONTRACTOR REVENUE SHARE:~~

~~The Contractor must pay a revenue share of the sales transacted under this contract to the County. The Contractor must remit the revenue share by check in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The Contractor must identify the check as "Revenue Share" and mail to Maricopa County 3325 W Durango Phoenix, AZ 85009 ATTN: Fleet Manager. The revenue share remitted in the check shall be 0.75% of the total quarterly sales reported.~~

3.0 PURCHASING REQUIREMENTS:

3.1 EXPEDITED DELIVERY:

3.1.1 If the Department determines that expedited delivery or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Department.

3.1.2 The Department shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Department shall advise the Contractor to proceed.

3.1.3 Upon receipt of material(s) and invoicing, the Department shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Department shall retain all documents related to these costs within the agency purchase file.

3.2 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

3.2.1 Contract Serial number.

3.2.2 Contractor's name and address.

3.2.3 Department name and address.

3.2.4 Department purchase order number.

3.2.5 A description of product(s) shipped, including item number(s), quantity(ies), number of containers and package number(s), as applicable.

3.3 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination Freight Prepaid at the location(s) stipulated on the Purchase Order. All delivery locations are within Maricopa County.

3.4 INSTALLATION:

The Contractor shall be responsible to install and present for inspection all equipment in a complete and ready-for-use condition with all components functioning, cleaned and tested. The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.5 ORDER LEAD-TIME NOTIFICATION:

Contractors submitting bids shall advise the County of lead-time(s) for the required items specified in this solicitation at the time of bid submission. Notification of any changes to lead time (learned after submission of bid) shall also be the Contractor's responsibility. The Contractor shall also notify all County Representatives included on Purchase Orders of lead-time information. If the item(s) become no longer available, Contractor shall notify County of the last available ordering date for the item(s), and may provide County with alternative item(s) that the County may elect to purchase at its option. If the alternative item(s) do not meet the County's requirements, County may terminate this Contract for Convenience per Section 4.12.

3.6 USAGE REPORT:

The Contractor shall furnish the County a quarterly report, delineating the acquisition activity governed by the Contract. The County shall have the right to approve the format of the report and shall disclose the quantity and dollar value of each contract item by individual unit. Warranty claims, repair work, or other service information shall be included in the report.

3.7 BACKGROUND CHECK:

Bidders/proposers need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, subcontractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.8 INVOICES AND PAYMENTS:

3.8.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- MSO
- Warranty copy
- Odometer disclosure
- Level 1 inspection (when applicable)
- CDL annual inspection (when applicable)
- Payment terms
- Date of service or delivery
- Quantity
- Description of Purchase
- Pricing per unit of purchase
- State Tire tax
- Freight (if applicable)
- Extended price
- Total Amount Due

3.8.2 Problems regarding billing or invoicing shall be directed to the Department as listed on the Purchase Order.

3.8.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (http://www.maricopa.gov/922/Vendors).

3.8.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

3.8.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.9 APPLICABLE TAXES:

3.9.1 Payment of Taxes: The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.9.2 State and Local Transaction Privilege Taxes: To the extent any State and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

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

3.10 TAX (COMMODITIES):

Tax shall not be invoiced against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the tax percentage in their proposal.

3.11 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Department to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

3.12 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of $AVE, please state so in your bid. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this bid.

3.13 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

County currently holds ICPA's with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the Contract under its procurement rules, processes and procedures.

3.14 VOLUNTARY EMPLOYEE DISCOUNTS:

3.14.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this Contract. Whether a Contractor offers or does not offer an employee discount is not a factor considered in the evaluation of responses to this solicitation.

3.14.2 Any discount offered is part of a commercial transaction between the Contractor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the Contractor and an individual County employee is a matter between the Contractor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of two (2) years.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least sixty (60) calendar days prior to the expiration of the original contract term.

4.3 CONTRACT COMPLETION:

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.4 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) calendar days prior to the Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the Contract. The new change shall not be in effect until the date stipulated on the Contract.

4.5 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.

The scope of this indemnification does not extend to the sole negligence of County.

4.6 INSURANCE**:**

4.6.1 Contractor, at Contractor’s own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

4.6.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

4.6.3 Contractor’s insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

4.6.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County’s right to coverage afforded under the insurance policies.

4.6.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

4.6.6 The insurance policies required by this Contract, except Workers’ Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

4.6.7 The policies required hereunder, except Workers’ Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against

County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.6.8 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.6.9 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this Contract.

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

4.6.10 Workers' Compensation:

4.6.10.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

4.6.10.2 Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

4.6.11 Certificates of Insurance:

4.6.11.1 Prior to Contract Award**,** Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

4.6.11.2 In the event any insurance policy(ies) required by this Contract is(are) written on a claims made basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

4.6.11.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) calendar days prior to the expiration date.

4.6.12 Cancellation and Expiration Notice:

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two (2) business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to the Procurement Officer noted in the solicitation.

4.7 ORDERING AUTHORITY:

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.8 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

4.8.1 This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

4.8.2 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

4.9 PURCHASE ORDERS:

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

4.10 SUSPENSION OF WORK:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.11 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) calendar days after a stop work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either:

4.11.1 Cancel the stop work order; or

4.11.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience clause of this Contract.

The Procurement Officer may make an equitable adjustment in the delivery schedule and/or Contract price, or otherwise, and the Contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

4.12 TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.13 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

4.13.1 Deliver the supplies or to perform the services within the time specified in this Contract or any extension;

4.13.2 Make progress, so as to endanger performance of this Contract; or

4.13.3 Perform any of the other provisions of this Contract.

The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within ten (10) business days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.14 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three (3) years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

4.15 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

4.16 SUBCONTRACTING:

4.16.1 The Contractor may not assign to another Contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job or project.

4.16.2 The subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn

shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the Prime Contractor's invoice.

4.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.18 ADDITIONS/DELETIONS OF COMMODITIES:

The County reserves the right to add and/or delete materials to a Contract. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

4.19 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

4.19.1 In accordance with section MCI **373** ~~371~~ of the Maricopa County Procurement Code the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

4.19.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.20 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

4.21 STRICT COMPLIANCE:

Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

4.22 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

4.23 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

4.24 RELATIONSHIPS:

4.24.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.24.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

4.25 NON-DISCRIMINATION:

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona website (http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

~~4.26 ISRAEL BOYCOTT:~~

~~By submitting this proposal the Contractor certifies that they are in compliance with Article 9, A.R.S. § 35-393 *et seq*.~~

4.27 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

4.27.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers and directors;

4.27.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;

4.27.1.2 have not within a three (3) year period preceding this Contract:

4.27.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and

4.27.1.2.2 been convicted of violation of any Federal or State antitrust statues or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

4.27.1.2.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.

4.27.1.2.4 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

4.27.2 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract. If this clause is applicable to a subcontractor, the Contractor shall include the information required by this clause with their bid.

4.28 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

4.28.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer**.** I-9 forms are available for download at USCIS.GOV.

4.28.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.28.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.29 CONTRACTOR LICENSE REQUIREMENT:

4.29.1 The Contractor shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Contractor shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the Department of any and all changes concerning permits, insurance or licenses.

4.29.2 Contractor furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the Contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.30 INFLUENCE:

As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

4.30.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy,

4.30.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract. ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARDS TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

4.31 CONFIDENTIALITY:

In the course of the solicitation process, the County may disclose information that is proprietary or confidential. By submitting a bid to the solicitation, the offeror agrees that, except as necessary to prepare a response to this solicitation, neither it nor its agents or employees will communicate, divulge or disseminate to any third-party-persons or entities, any information that is disclosed to it by the County during the course of these discussions without the express written authorization of the County. If the offeror does disclose County proprietary or confidential information to a third party in preparing a response to this solicitation, it shall require the third party to acknowledge and comply with this provision.

4.32 PUBLIC RECORDS:

Under Arizona law, all bids submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Bids or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If a Bidder believes that information in its bid or any resulting Contract should not be released in response to a public record request under Arizona law, the bidder shall indicate the specific information deemed confidential or proprietary and submit a statement with its bid detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure.

4.33 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.34 UNIFORM ADMINISTRATIVE REQUIREMENTS:

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

4.35 GOVERNING LAW:

This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court, Phoenix, Arizona.

4.36 **DRIVER PLATES**

Contractors & outfitters are required to have dealer plates to transport new builds that are Trucks and Semi-Tractors Cab & Chassis' that cannot be registered with a government plate until it is a complete Cab and Body build. If the contractor/Outfitter are not dealer plate holders, they shall incur the transport cost of the Cab and Chassis to their facility in order to complete the new body build. This transport cost is not reimbursable.

4.37 **FORCE MAJEURE**

4.37.1 **Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.**

4.37.2 **Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.**

4.37.3 **The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.**

4.38 **SEVERABILITY**

The removal, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.39 **WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01**

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of $100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

4.40 **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS**

4.40.1 **The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of**

the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation.

4.40.2 **Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.**

4.40.3 **Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold ($150,000 as of September 2013).**

4.41 **CONFIDENTIALITY INFORMATION**

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information s shall be referred to the County for review and approval, prior to any dissemination.

AMENDMENT No. 1

To
SERIAL 180277-C, VEHICLE REPLACEMENT PROGRAM

Between

CONTRACTOR
&
MARICOPA COUNTY, ARIZONA

WHEREAS, Maricopa County, Arizona and Contractor have entered into a Contract for the purchase of Vehicle Replacement Program, dated August 15, 2018 ("Agreement") County Contract No: 180277-C.

WHEREAS, County and Contractor have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Under this Amendment, language in several of the sections under Section 2.9 DELIVERIES, Section 2.10 VEHICLE FUEL TANKS, Section 2.12 CLASS CODE / PASSENGER AND SUV, Section 2.15 VEHICLE EQUIPMENT REQUIREMENTS, Section 2.17 VEHICLE BUILD SHEET / SPECIFICATION, Section 2.20 MANUFACTURER STATEMENT OF ORIGIN (MSO), Section 2.21 OPERATING MANUALS, 2.26 PRICING, will be added or updated, and Section 2.27 CONTRACTOR REVENUE SHARE will be removed.

Please see below for the revisions:

2.9 DELIVERIES:

All deliveries must be within ninety (90) days up to hundred and twenty (120) days from receipt of the purchase order, unless other agreements have been made in writing by both parties.

2.9.1 All vehicle orders delivered outside of the Phoenix Metropolitan area shall be arranged to be transported to avoid adding miles to the new vehicle(s).

2.9.2 Exceptions are made for class 6, class 7 and class 8 Heavy Duty trucks orders.

2.10 VEHICLE FUEL TANKS:

All vehicles delivered must have at the minimum ¾ of fuel in the tank, **at no cost to the County.**

2.12 CLASS CODES PASSENGER AND SUV:

2.12.1	1001	COMPACT SIZE SEDAN
2.12.2	1003	COMPACT SIZE HYBRID
2.12.3	1013	COMPACT SIZE CROSSOVER SUV FWD
2.12.4	1015	COMPACT SIZE CROSSOVER SUV AWD
2.12.5	1014	COMPACT SIZE CROSSOVER SUV HYBRID
2.12.6	1004	MEDIUM SIZE SEDAN HYBRID
2.12.7	1010	MEDIUM SIZE SEDAN
2.12.8	1012	MEDIUM SIZE CROSSOVERS SUV FWD
2.12.9	1016	MEDIUM SIZE SUV FWD
2.12.10	1017	MEDIUM SIZE SUV AWD
2.12.11	1020	FULL SIZE SEDAN
2.12.12	1051	FULL SIZE BODY ON FRAME SUV 4WD
2.12.13	1055	FULL SIZE BODY ON FRAME EXTENDED XL SUV 4WD
2.12.14	**1002**	**SMALL SEDAN**

2.15 VEHICLE EQUIPMENT REQUIREMENTS:

All vehicle pricing shall include the following minimum standard features:

2.15.1 All standard factory equipment
2.15.2 Engine type & size (reference section 2.11.2, 2.11.3)
2.15.3 Interior shall be dark in color (i.e., black, dark grey, etc.) (when applicable)
2.15.4 All seats shall be made of cloth material dark in color (when applicable) – no bench seats
2.15.5 Automatic transmission
2.15.6 Cruise control/Tilt Wheel
2.15.7 Power door locks, power windows and power mirrors
2.15.8 **Minimum of 3 keys / entry device - FOB's and 1 valet key (when applicable) or keyless entry remotes per vehicle (depending on make and model and push start) no refurbished keys. All FOB's must be programed.**
2.15.9 Air conditioning
2.15.10 Back up camera
2.15.11 Back up camera prep kit on cab chassis / bed deletes
2.15.12 Rear cargo area security cover (Compact / Medium SUV's)
2.15.13 Floor mats (front and rear seating), only for carpet
2.15.14 **Maximum aftermarket legal tinted glass (not referring to factory tinted glass)**
2.15.15 A/M F/M stereo with hand-free Sync / Bluetooth capability
2.15.16 Larger driver & passenger doors mirrors (26001 lbs. GVW and above trucks only)
2.15.17 Back up alarm (10000 lbs. GVW and above to include Cargo Van's and Passenger Vans)
2.15.18 Front tow hooks (10000 lbs. GVW 4WD and above trucks only)
2.15.19 Heavy Duty towing Packages with receiver hitch 2" with factory 7 pin plug and aftermarket 6 pin, heavy duty oil and transmission coolers (include factory built in brake controller, if applicable)
2.15.20 Truck bed lengths (reference section 2.11.6)
2.15.21 Skid plates (Only 4WD Trucks)
2.15.22 Electronic locking differential (on all 4WD and Dual wheels)
2.15.23 Running boards full length (back of cab) on all Full-Size SUV's, Full Size Trucks and Vans and SSV models. There may be exceptions for the running boards from back to the wheel well.
2.15.24 Rear A/C on all Passenger Vans, Transits, and Cargo Vans
2.15.25 Factory up fitter switches on all trucks ½ ton and large
2.15.26 **Center high mount stop lamp include on all cab chassis and bed deletes**
2.15.27 **Factory installed Wi-Fi (when applicable) in base level or government fleet vehicle manufacturers.**

2.17 VEHICLE BUILD SHEET / SPECIFICATION:

The Suppliers shall provide a manufacturer build which shall contain the following information: including but not limited to the axel ratio, transmission type, wheel type and tire size, paint codes, chassis specifications, drivetrain information, gross vehicle weight, oil and fuel capacities.

2.20 MANUFACTURER STATEMENT OF ORIGIN (MSO):

The MSO must be included with the invoice at the time of delivery and signed over to Maricopa County. The County cannot process payment until received. **The individual authorized signature must include their position title with the dealership and include the dealer number, no exceptions. This is a State of Arizona policy required when registering the vehicle(s).**

2.21 OPERATING MANUALS:

The operating manuals are required at the time of delivery preferable electronic, to include; operational manuals, comprehensive service manuals, and schematic diagrams, minimum of one (1) per unit purchased. **If no hard copies a service and repairs manual, provide a thumb drive, CD, or website access at no cost to the County.**

2.26 PRICING:

All vehicle orders from shall follow Fleet Pricing. Any incentives or rebates shall be passed on to County and identified on the task order.

2.26.1 All pricing shall include the standard features and guidelines outlined in section 2.15.

2.26.2 The vehicle(s) requested off the lot or stock shall follow the same government fleet pricing with exception to applying any flooring cost and add-ons from the manufacturer at no markup.

2.26.3 During the quote / task order submittals through Bidsync, there will be three (3) price sheets to submit. The price sheets will reference the class codes from section 2.12, 2.13 and 2.14.

2.26.4 All columns on the price sheets must be filled out to be considered an awardee.

2.26.5 For Class Code: TRUCKS / MINI CARGO / PASSENGER VANS, there are two (2) sections to fill out. First section is for class codes for fuel type unleaded; the second section is for class codes for fuel type diesel.

2.26.6 It is very important to follow the minimum specification requirements in section 2.15, to be considered an award in the class of vehicle or truck offered. If your offer exceeds the minimum specifications requirements, there may not be awarded, unless there is a unique build that requires the higher trim level model.

2.26.7 The County reserves the right to select the best fit vehicle or truck model in its class with the price not being the sole factor for award. This will involve unique, complex and specialty builds to hold all specialty added on components to fit the unique operations and to handle specialized equipment to be installed in the vehicle(s) or truck(s).

~~2.27 CONTRACTOR REVENUE SHARE:~~

~~The Contractor must pay a revenue share of the sales transacted under this contract to the County. The Contractor must remit the revenue share by check in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The Contractor must identify the check as "Revenue Share" and mail to Maricopa County 3325 W Durango Phoenix, AZ 85009 ATTN: Fleet Manager. The revenue share remitted in the check shall be 0.75% of the total quarterly sales reported.~~

ALL OTHER TERMS AND CONDITION REMAIN UNCHANGED.

MARICOPA COUNTY:

Chief Procurement Officer

September 9, 2019

Date

AMENDMENT No.#2 To
SERIAL 180277-C, VEHICLE REPLACEMENT PROGRAM

Between
CONTRACTOR
&
MARICOPA COUNTY, ARIZONA

WHEREAS, Maricopa County, Arizona ("County") and **SANDS MOTOR COMPANY** ("Contractor") have entered into a Contract for the purchase of **VEHICLE REPLACEMENT PROGRAM** dated **AUGUST 15, 2018** (Effective August 16, 2018) ("Agreement") **County Contract No: 180277-C.**

WHEREAS, County and **SANDS MOTOR COMPANY** have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

- Change Premium Warranty so that Premium Warranty applies to selected vehicles rather than all vehicle orders.

Please see below for the revisions:

2.18.1 **The Premium Warranty Plan shall be for 60 months, 100,000 miles, $0 deductible. This warranty plan ~~will be ordered on all vehicle orders. It~~ will be applied on selected vehicle orders. The vehicle orders without extra coverage shall be covered under the manufacturer bumper to bumper plan. The Suppliers shall provide the limits to their manufacturer warranty plan.** The premium plan shall have the best coverage for the following components, including but not limited to; Engine, Transmission, Electrical, Brakes, Front and Rear Suspension, Rear/Front-Wheel-Drive Axle, Air Conditioning & Heating, High Tech Components, Audio, Interior/Exterior Lighting, Emissions, Steering and Safety.

ALL OTHER TERMS AND CONDITION REMAIN UNCHANGED

MARICOPA COUNTY:

Ken Tyne

Chief Procurement Officer

January 14, 2022

Date

11. H.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Brian Gall, Airport Programs Manager
Co-Submitter:	Stacey Brechler-Knaggs
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration and Approval of Grant Acceptance: Grant agreement between the State of Arizona, through the Arizona Department of Transportation, Multi-modal Planning Division, Aeronautics Group, and the City of Flagstaff for the Airport Pavement Management System.

STAFF RECOMMENDED ACTION:

Approve the Grant Agreement with the State of Arizona, Arizona Department of Transportation, Multi-modal Planning Division, Aeronautics Group for grant funds in the amount of $1,415,380.00 (with a city match of $141,538.00) for airport pavement maintenance.

Executive Summary:

The Flagstaff Pulliam Airport is seeking this grant as part of our federal obligation to maintain existing airfield pavements, including the runway, taxiways, and taxi lanes. Through this grant, the Arizona Department of Transportation (ADOT) will pay all design, engineering, and construction administration costs. ADOT will also pay 90% of the total construction costs, with the additional 10% funded by the City. This project includes crack repair, pavement seal coat, and application of pavement markings on the airport runway, parallel taxiway, connecting taxiways, and a portion of the airfield's taxi lanes. The project is expected to be issued for bids in early summer 2022, with construction anticipated in June 2023.

Financial Impact:

The City of Flagstaff funding required for this project is $141,538.00, with a total construction cost of $1,415,380.00. The maintenance activities that this project includes are required under the grant assurances from previous federal grants for airfield pavement construction. The acceptance of this grant will save the City of Flagstaff greater than 90% of the required cost for this maintenance work.

If construction is awarded at a higher price than estimated, or if there are in-field or other modifications during construction, the State may invoice the additional match and the City of Flagstaff will be required to fund any remaining balance equal to 10% of the actual total project cost.

This project is currently being requested as part of the FY 2022-2023 budget process. The City match is expected to utilize our Passenger Facility Charge (PFC).

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

- Enhance the organization's fiscal stability & increase efficiency & effectiveness.
- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Provide effective management of and infrastructure for all modes of transportation.

Regional Plan

- Goal T.10. Strengthen and expand the role of Flagstaff Pulliam Airport as the dominant hub for passenger, air freight, public safety flights, and other services in northern Arizona.
- Policy T.10.1. Maintain and expand Flagstaff Pulliam Airport as an important link to the national air transportation system.

Has There Been Previous Council Decision on This:

None

Expanded Financial Considerations:

Pavement maintenance will extend the service life of existing infrastructure at the airport and reduce long-term replacement costs. The airport's runway was rehabilitated with a mill and overlay in 2017 at at a cost of approximately $8.2M. Industry standards recommend that pavement be seal coated 3-5 years after initial paving to extend pavement life. Lack of pavement maintenance could result in premature pavement failure, which would cost between $10M and $50M to replace.

Attachments: Grant Agreement

DocuSign Envelope ID: 98FFE0F2-7FF7-4D09-BD35-84D375B952F2
Content Reviewed; Ready for Signatures

Content Reviewed; Ready for Signatures

Content Reviewed; Ready for Signatures

MPD Agreement Number	**GRT-22-0008533-T**
AG Contract Number	**P0012011001584**
AFIS Program/Phase Number	**E2P3X01C/E2P3X02C E2P3X03C/E2P3X04C E2P3X05C/E2P3X06C**
Customer Number	IV0000002739, A0001
CFDA Number	**None - STATE Funded 100%**
Program	**ADOT Airport Pavement Maintenance System Program**
Airport	**Flagstaff Pulliam**

GRANT AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
CITY OF FLAGSTAFF

THIS AGREEMENT is entered into _____ by and between the STATE OF ARIZONA acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, Multimodal Planning Division, Aeronautics Group, herein referred to as the "STATE" and the City of Flagstaff, a political subdivision of the STATE of Arizona, herein referred to as the "SPONSOR". The STATE of Arizona, Arizona Department of Transportation and City of Flagstaff are collectively referred to as the "Parties", and individually as STATE, SPONSOR, and "Party".

I. **RECITALS**

1. The STATE is empowered by Arizona Revised Statute § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the STATE.

2. Funding for this Project is pursuant to Arizona Revised Statute § 28-8202.D and authority to accept SPONSOR contribution is pursuant to Arizona Revised Statutes § 28-8242.A.2(d).

3. The SPONSOR is empowered by Arizona Revised Statute § 28-8413.B.2, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the SPONSOR in accordance with an applicable resolution, Board-granted authority, or local ordinance; a copy of which is attached and incorporated hereto.

4. The STATE and SPONSOR desire to share in costs for pavement preservation at the Flagstaff Pulliam (Airport), hereinafter referred to as the Project. The Project will include:

APMS; RWY 3/21 SECTION 10; P-608 APPLICATION & PAVEMENT MARKINGS
APMS; RWY 3/21 SECTION 20; P-608 APPLICATION & PAVEMENT MARKINGS
APMS; TWY A SECTION 10; P-608 APPLICATION & PAVEMENT MARKINGS
APMS; TWY A SECTION 20; P-608 APPLICATION & PAVEMENT MARKINGS

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APMS; TWY A SECTION 40; P-608 APPLICATION & PAVEMENT MARKINGS
APMS; TWY W SECTION 20; P-608 APPLICATION & PAVEMENT MARKINGS

5. The pre-design estimated cost of the Project construction is $1,415,380.00. The SPONSOR shall contribute 10% of the Project construction cost. Payment of 10% of the estimated Project construction cost of $141,538.00 is due and payable upon signing this Agreement and must be received by the STATE before Notice to Proceed for construction will be issued. If construction is awarded at a higher price than estimated, or if there are in-field or other modifications during construction, the State, at its option, may invoice the additional match and the SPONSOR shall remit according to § II(2)(g). Any remaining balance of SPONSOR's contribution totaling 10% of the actual total Project cost shall be due and payable upon completion of the project. See § II(1)(e) for final accounting reconciliation of the Project costs.

6. The STATE will pay all design, engineering, construction administration, and construction costs for the Project less the SPONSOR/Airport Match requirement with the expectation that the Project will be completed and the expected benefits to the STATE and its constituents will be accomplished. In the event that the SPONSOR or the Airport cancel this Project after the STATE incurs these expenses, thus preventing the benefits to the STATE and its constituents to be accomplished, the SPONSOR is responsible to reimburse the STATE for all Project costs incurred by the STATE including but not limited to staff charges (pay rate plus indirect cost rate) in addition to direct expenses paid to vendors/consultants/contractors.

7. The STATE is responsible for all Project related procurement(s) and for paying all awarded contractor(s) performing activities for the Project with the expectation that the Project will be completed and the expected benefits to the STATE and its constituents will be accomplished. In the event that the SPONSOR or the Airport cancel this Project after the STATE incurs any expenses/costs, thus preventing the benefits to the STATE and its constituents to be accomplished, the SPONSOR is responsible to reimburse the STATE for all Project costs incurred by the STATE including but not limited to staff time and effort in addition to direct expenses paid to vendors/consultants/contractors.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. **RESPONSIBILITIES**

1. The STATE shall:

   a. Conduct investigations and prepare, in compliance with Federal Aviation Administration (FAA), state, or local standards, design plans, specifications and such other documents and services required for design, project coordination, construction bidding and construction.

   b. Invoice the SPONSOR for 10% of the pre-design estimated construction cost, and collect this match payment prior to issuing notice to proceed for any construction contract. Invoice, at the option of the STATE, additional match requirements if construction is awarded at a higher price than estimated, or if there are in-field or other modifications during construction. Invoice, after

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completion of the project for any remaining match requirements to bring total match from the SPONSOR to equal 10% of the actual project costs.

c. Advertise for Project bids and award one or more design, construction administration, and/or construction contracts for the Project and make all payments to the contractor(s) OR shall perform the Project and administration in-house, at the option of the STATE.

d. Provide final inspection and acceptance of the Project.

e. Subsequent to Project completion, determination of final quantities and services, and approval and acceptance of the Project, produce and submit to the SPONSOR a final accounting reconciliation of actual Project costs. In the event that 10% of the actual Project costs exceed the amount remitted by the SPONSOR, the STATE will invoice the SPONSOR for the remaining contribution required to equal 10% of the actual Project costs. In the event that 10% of the actual Project costs is less than the amount remitted by the SPONSOR, the STATE will reimburse the SPONSOR for any overpayment.

f. Reimburse the SPONSOR for any contribution that exceeded 10% of the final Project costs within 30 calendar days of receiving a signed final accounting reconciliation of the Project costs from the SPONSOR.

2. <u>The SPONSOR shall:</u>

a. Remit payment of 10% of the estimated Project construction cost as documented in the Recitals of this Agreement and as instructed on the Invoice. Payment is due and payable upon signature of this Agreement and must be received by the STATE before notice to proceed for construction will be issued. If construction is awarded at a higher price than estimated, or if there are in-field or other modifications during construction, the State, at its option, may invoice the additional match and the SPONSOR shall remit according to § II(2)(g). Any remaining balance of SPONSOR's contribution totaling 10% of the actual total Project cost shall be due and payable upon completion of the project. See § II(1)(d) for final accounting reconciliation of the Project costs.

b. Schedule and provide authorized Airport access for the STATE, the STATE's representative(s), and the contractor(s) for the purposes of preparing design plans and specifications for the Project, constructing the Project, administering the construction of the Project, and for final inspection.

c. Coordinate with the STATE and obtain authorized approval on safety plans, security plans, phasing plans, and construction schedules prepared by the STATE.

d. Coordinate with airport users, issue or have the Airport issue NOTAMs (Notice to Airmen) as required, and provide operations support during construction, as needed.

e. Upon completion and acceptance of the Project by the STATE, provide and/or ensure maintenance of the Airport improvements from the Project.

f. Abide by and enforce the SPONSOR Assurances.

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g. Remit to the STATE within 30 days after receiving an invoice for any additional contribution required based on modifications of the Project estimate or subsequent to the post-completion Project accounting cost reconciliation.

III. SPONSOR ASSURANCES

The SPONSOR hereby covenants and agrees with the STATE as follows:

1. The Project is consistent with plans (existing at the time of approval of the Project) of entities authorized by the STATE to plan for the development of the area within which the Project exists.

2. The SPONSOR will furnish to the STATE each quarter a current listing of all aircraft based on the Airport.

3. These covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the STATE and shall constitute a part of the Agreement thus formed and shall remain in full force and effect throughout the life of this Agreement.

4. The SPONSOR is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the SPONSOR has full control of the use of the property through the life of this Agreement. In the event there are changes in airport ownership or to an airport lease during the life of this Agreement, responsibilities under this Agreement shall be transferred to the new owner or lessee as part of that arrangement and the parties to the new arrangement shall submit a request to the STATE to amend this Agreement as necessary to transfer responsibility to the new owner or lessee.

5. To restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal Airport operations and to take appropriate action including the adoption of appropriate zoning laws.

6. To promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards.

7. To operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; and establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, and prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other Airport facilities.

8. To suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for Airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.

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9. To refrain from entering into any transaction which would deprive the SPONSOR of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the SPONSOR, the SPONSOR will reserve sufficient powers and authority to ensure that the Airport will be operated and maintained in accordance with these covenants.

10. To maintain a current Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the STATE an updated ALP of the Airport as changes are made.

IV. **MISCELLANEOUS PROVISIONS**

1. This Agreement is governed according to the laws of the STATE of Arizona. All cited statutes, public law, executive orders, and policies cited in this Agreement are incorporated by reference as a part of this Agreement.

2. This Agreement shall become effective upon signature by the Parties and shall remain in force and effect until the Final Post Completion Inspection Certification is issued, approximately one (1) year after Project completion; provided however, that this Agreement may be canceled at any time prior to the commencement of performance under this Agreement, upon thirty (30) days written notice to the other Party. In the event the STATE cancels this Agreement prior to commencement of performance, the STATE shall reimburse the SPONSOR any remitted advance contribution, the amount of which is described in the Recital(s) of this Agreement.

3. This Agreement may be canceled in accordance with Arizona Revised Statutes § 38-511.

4. If the SPONSOR fails to comply with any portion of this Agreement, the STATE, by written notice to the SPONSOR, may suspend participation until appropriate corrective action has been taken by the SPONSOR.

5. The STATE reserves the right to terminate this Agreement in whole or in part due to failure of the SPONSOR to carry out any term, promise, assurance, or condition of the Agreement. The STATE will issue a written notice to SPONSOR for failure to adequately perform, or if there is reason for the STATE to believe that the SPONSOR cannot or will not adequately perform the requirements of the Agreement. If SPONSOR does not submit a Corrective Action Plan to the satisfaction of the STATE within a ten (10) day period after receipt of written notice from STATE, then the STATE , by written notice to the SPONSOR, may terminate the Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, costs incurred prior to termination, and if known any liquidated damages payments or fees due to contractors contracted for this Project. The SPONSOR shall reimburse the STATE any costs incurred prior to the date of termination, liquidated damages payments or fees due to contractors for this Project, and any legal or administrative fees required to collect or defund under this clause.

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6. When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds, or when funds are not appropriated or are withdrawn for use hereunder, the STATE may terminate this Agreement.

7. No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the STATE to declare a default, to declare a failure to perform, or to take any other action on account of the violation, nor shall such violation be continued or repeated.

8. All Parties shall comply with all applicable federal, state, county, cities, and local laws, rules, regulations, and assurances in addition to all applicable provisions of Title 14 (Aeronautics and Space Chapter I – Federal Aviation Administration, Department of Transportation) and Title 49 (United STATEs Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.

9. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by arbitration as may be required as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

10. This Agreement may be amended upon mutual agreement of the Parties at any time when in the best interest of the STATE or SPONSOR.

11. Every payment obligation of the STATE under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the STATE at any time. No liability shall accrue to the STATE in the event this provision is exercised, and the STATE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

12. All Parties shall retain all data, books and other records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the STATE at reasonable times as set forth in Arizona Revised Statute § 35-214.

13. The Sponsor shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the “State”) from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the “Claims”), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Sponsor, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Sponsor’s obligations under this paragraph shall not extend to any Claims to the extent caused by any alleged act, omission, professional error, fault, mistake, or negligence of the of the State, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement, except the obligation does apply to any negligence of the Sponsor which may be legally imputed to the State by virtue of the State’s ownership or possession of land. The Sponsor’s obligations under this paragraph shall survive the termination of this Agreement.

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The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated to this Agreement by reference, in the State's contract with any and all contractors, of which the Sponsor shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Sponsor.

14. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Act) (Public Law 101-336, 42 USC. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 34 and 36. SPONSOR shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, Arizona STATE Executive Order 2009-09, or Arizona Revised Statues §§ 41−1461 through 1465, which mandates that all persons, regardless of race, color, religion, sex age, or national origin or on the basis of disability shall have equal access to employment opportunities, and all other applicable STATE and federal employment laws, rules and regulations. SPONSOR shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, disability, national origin or political affiliation.

15. To the extent applicable under Arizona Revised Statutes § 41-4401, each Party and its contractors and subcontractors warrants compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes § 23-214(A). A breach of the above-mentioned warranty by any Party or its contractors and subcontractors shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties or its contractors' and subcontractors' employees who work on this Agreement to ensure that the Parties or its contractors and subcontractors are complying with the above-mentioned warranty.

16. Either Party has the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the STATE and/or SPONSOR. Should the SPONSOR elect to terminate this Agreement, the SPONSOR will be responsible to reimburse the STATE for 100% of all costs incurred and/or expended as of the date of the SPONSOR-requested termination.

17. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically or in person or sent by mail addressed as follows:

Arizona Department of Transportation		**City of Flagstaff**
Sally J. Palmer Contracts Program Manager	Matthew Munden Airport Engineer	Barney Helmick Airport Manager
Multimodal Planning Division Mail Drop 310B 206 S. 17th Avenue Phoenix, AZ 85007	Multimodal Planning Division Attn: APMS Mail Drop 426M 180 W. Jefferson Street Phoenix, AZ 85007	211 W. Aspen Avenue Flagstaff, AZ 86001
602-712-6732	602-712-7647	928-213-2930
spalmer@azdot.gov	MMunden@azdot.gov	bhelmick@flagstaffaz.gov

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18. Attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Party is authorized under the laws of this STATE to enter into this Agreement and that the Agreement is in proper form.

19. **Duplicate Funding Not Permitted**. The RECIPIENT agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or any other Federal agency, or insurance proceeds for any portion of a project activity approved for funding under this Agreement, the RECIPIENT shall provide written notification to ADOT, and reimburse ADOT for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF FLAGSTAFF	**STATE OF ARIZONA** **Arizona Department of Transportation**
By	**By**
Greg Clifton City Manager	Gregory Byres, Division Director Multimodal Planning Division
Date Signed	Date Signed

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Authorizing Resolution, Board-granted Authority, or Local Ordinance

{SPONSOR to attach Document in DocuSign process}

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APPROVAL OF CITY OF FLAGSTAFF

I have reviewed the above referenced proposed Agreement, between the STATE OF ARIZONA, by and through its ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION, AERONAUTICS GROUP (STATE) and City of Flagstaff (SPONSOR) and declare this Agreement to be in proper form and within the powers and authority granted to the SPONSOR under all applicable laws. No opinion is expressed as to the authority of the STATE to enter into this Agreement.

Attorney for City of Flagstaff

_____

_____

Date Signed

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Page Reserved for AZ AG Determination

Office of the Arizona Attorney General

MARK BRNOVIC
ATTORNEY GENERAL

STATE GOVERNMENT DIVISION /
TRANSPORTATION SECTION

DAWN NORTHUP
DIVISION CHIEF COUNSEL
SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

GRANT AGREEMENT DETERMINATION

A.G. Contract No. P0012011001584 **(MPD Agreement No. GRT-22-008533-T)**, an Agreement between public agencies, the State of Arizona and City of Flagstaff has been reviewed pursuant to A.R.S. § 28-401 and § 28-8202(D) et seq., by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED:

MARK BRNOVICH
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED/sp/

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Page reserved for MATCH INVOICE

Page to be replaced with UPLOADED document in DocuSign process.



Please Click Here to Acknowledge Receipt of Invoice and Processing for Payment

Please Click Here to Acknowledge Receipt of Invoice and Submission to accounting/finance for Payment

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January 4, 2022

Mr. Barney Helmick
Airport Manager
Flagstaff Pulliam
6200 S. Pulliam Drive, Suite 204
Flagstaff, AZ 86005

Subject: ADOT Airport Surface Treatment Program 2022 Flagstaff Pulliam Airport
Rwy 3/21 Sections 10 & 20 -- P-608 Applications and Pavement Markings
Twy A Sections 10, 20 & 40 – P-608 Applications and Pavement Markings
Twy W Section 20 – P-608 Applications and Pavement Markings

Dear Mr. Helmick:

ADOT MPD – Aeronautics Group has completed the planning and program development phase of the State's Airport Pavement Preservation Program for fiscal year 2022. This is a program that ADOT Aeronautics began the groundwork for in 2000 and updates every three to four years when they contract to have pavements at all the State's public airports evaluated and rated as to their pavement condition index (PCI). The results of the current study show the pavement maintenance recommendations for the airport pavements that still have useable life remaining. Each airport in the study will receive a complete report specific to their respective airports.

Maintenance options such as crack seals, seal coats, thin overlays, and PCCP joint repairs are scheduled for individual runways, taxiways, and aprons at various airports for each of the years in a five-year period. Projects are tentatively scheduled based on PCI priorities and the program's funding budget. Flagstaff Pulliam Airport is included in fiscal year 2022 of the program for *Runway 3/21 Sections 10 & 20 -- P-608 Applications and Pavement Markings with a construction estimate of $706,187 & $181,591; Taxiway A Sections 10, 20 & 40 – P-608 Applications and Pavement Markings with a construction estimate of $115,208, $260,358 and $95,610 and Taxiway W Section 20 -- P-608 Application and Pavement Markings with a construction estimate of $56,426.*

Under this program, ADOT's Program Manager will design, support the bidding process and administer the construction of the maintenance projects. ADOT will pay 100% of the design and construction administration costs. ADOT will then pay the full construction costs to the contractor. The Sponsor will pay, directly to ADOT, their 10 percent share of the construction cost (approx. $70,619, $18,159, $11,521, $26,036, $9,561 and $5,642 for a total of $141,538 for the City of Flagstaff).

After review of the current recommendations, we have included the following treatments: P-608 Applications and Pavement Markings. We have included the preliminary program for Flagstaff Pulliam Airport consisting of an aerial schematic exhibit and a preliminary opinion of probable cost. Prior to finalizing the program and proceeding with the design and construction we need to verify the Sponsor's intentions for participation in this program. It is expected that actual construction will begin no sooner than July 2022.

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Please return by email to Matthew Munden at mmunden@azdot.gov and Tammy Martelle, Kimley-Horn and Associates at tammy.martelle@kimley-horn.com a copy of the executed letter indicating your position on this matter **AS SOON AS POSSIBLE, BUT NO LATER THAN JANUARY 19, 2022.** Upon receipt of your acknowledgement to participate in this program, a Grant Agreement with the State and the invoice for your 10 percent (10%) share of the construction cost will be submitted electronically to you via email. Instructions will be provided for your execution of the Grant Agreement using DocuSign. Payment of your invoice for your 10% share of the construction costs must be received by ADOT before bidding and construction can commence on your project.

ADOT will collect your 10 percent (10%) share based on construction estimates at the time the Grant Agreement is issued. Upon completion of the Project, ADOT will produce a final accounting reconciliation of the construction costs. In the event, actual construction cost exceeds the estimate, the STATE will invoice the SPONSOR for the remaining contribution required to equal 10% of the actual construction cost. In the event the actual construction cost is less than the estimate, the STATE will reimburse the SPONSOR for any overpayment.

Also, please find attached a document for Recipient Contact Information that needs to be filled out and returned. This information is necessary for the IGA to be sent for signatures.

If you have any questions or desire any additional information, please don't hesitate to contact me at (602) 712-7647.

Sincerely,

DocuSigned by:
Matthew Munden
C2D0E33391684F4...

Matthew Munden
State Aviation Engineer
ADOT MPD – AERONAUTICS GROUP

cc: Steve Reeder, Kimley-Horn & Associates

I acknowledge that the projects included for Our Airport under the ADOT Airport Pavement Preservation Program for 2022 is in the best interest for our Airport Facility and wish to participate in this program.

Barry Helmick 01/19/2022

(Signature) Date

Barney Helmick Airport Director

(Print Name and Title)

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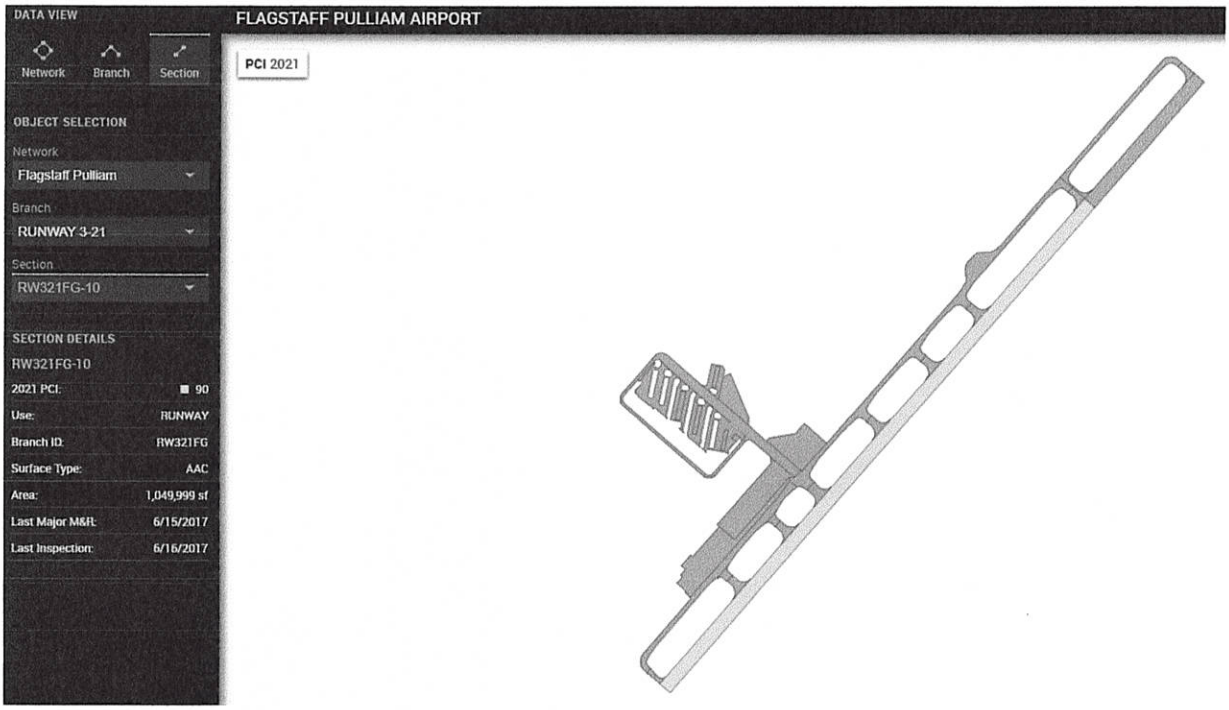
2022 APMS Flagstaff Pulliam Airport – Opt-In – Preliminary Opinion of Probable Cost

Pavement	Section	Description	Estimate
RW321FG	10	P-608 Application and Pavement Markings	$706,187
RW321FG	20	P-608 Application and Pavement Markings	$181,591
TWAFG	10	P-608 Application and Pavement Markings	$115,208
TWAFG	20	P-608 Application and Pavement Markings	$260,358
TWAFG	40	P-608 Application and Pavement Markings	$95,610
TWWFG	20	P-608 Application and Pavement Markings	$56,426
		Total	$1,415,380
		10% Local Share	**$141,538**

RWY 3/21, Section 10



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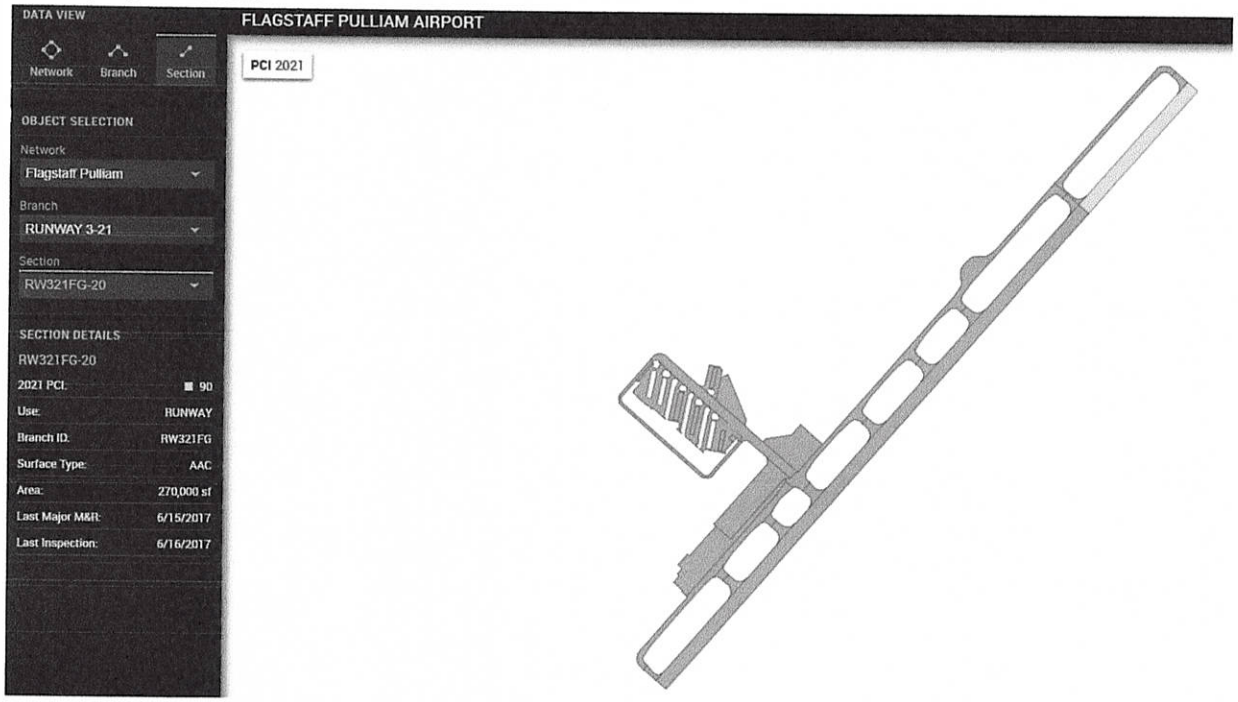
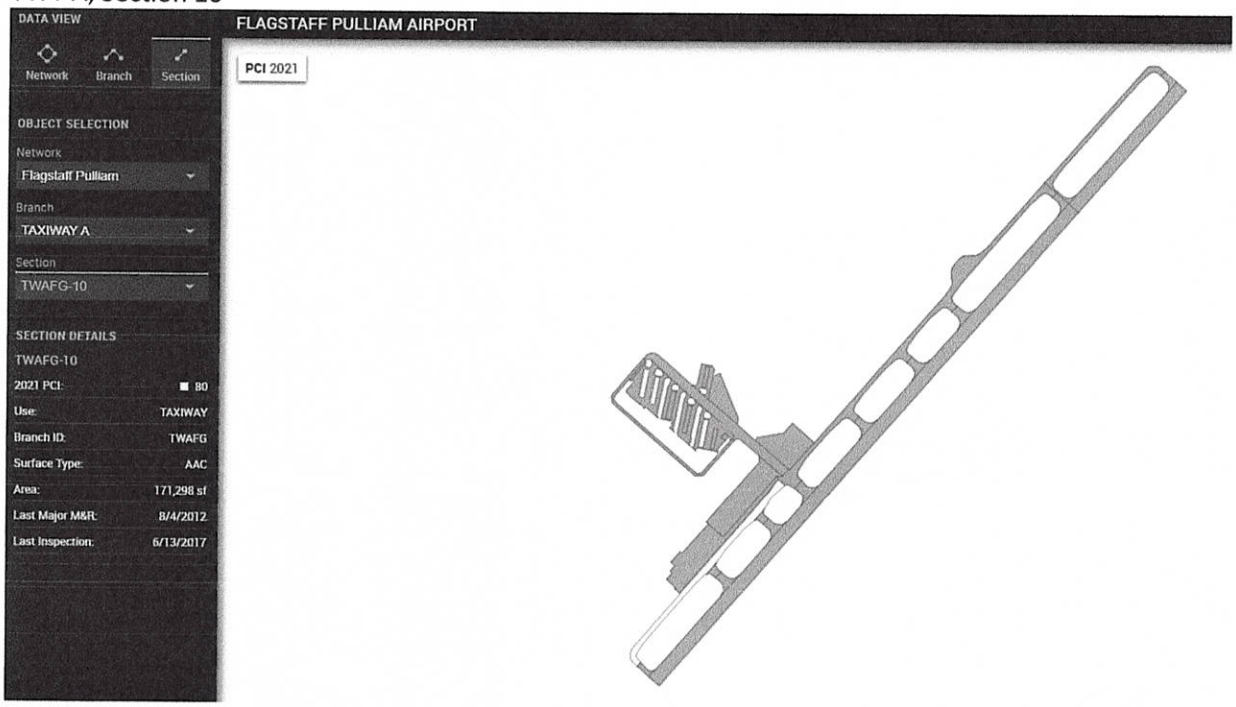
RWY 3/21, Section 20



TWY A, Section 10



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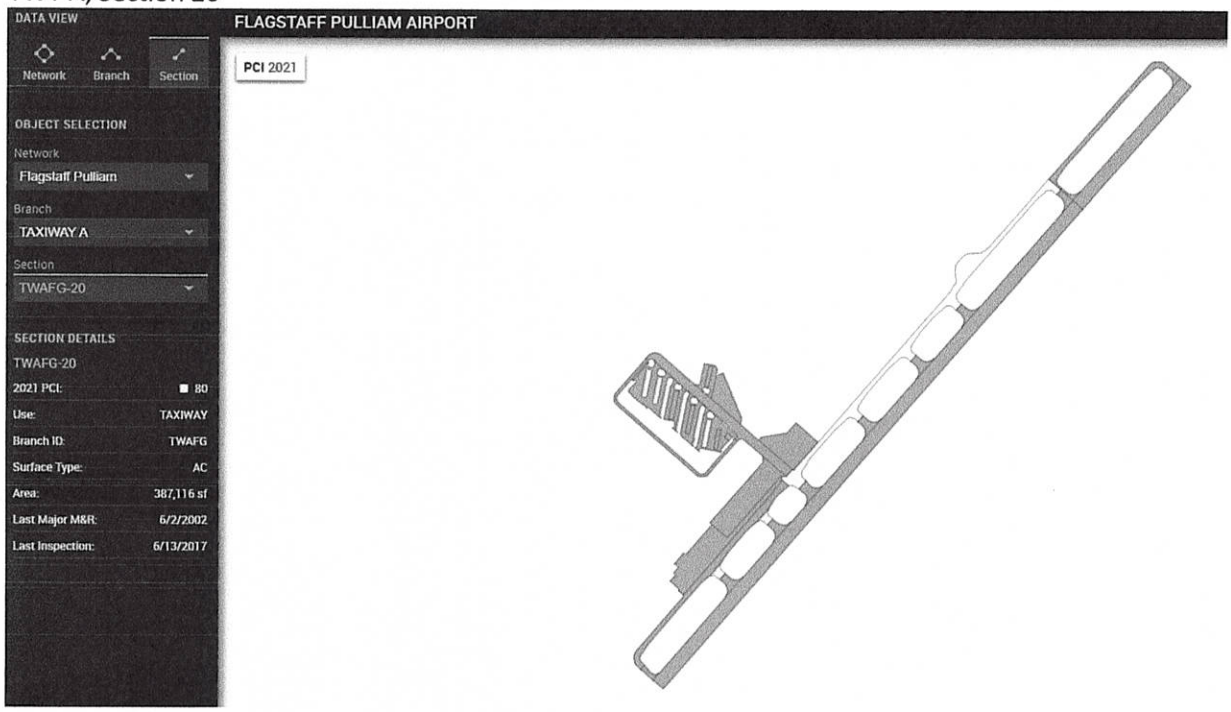
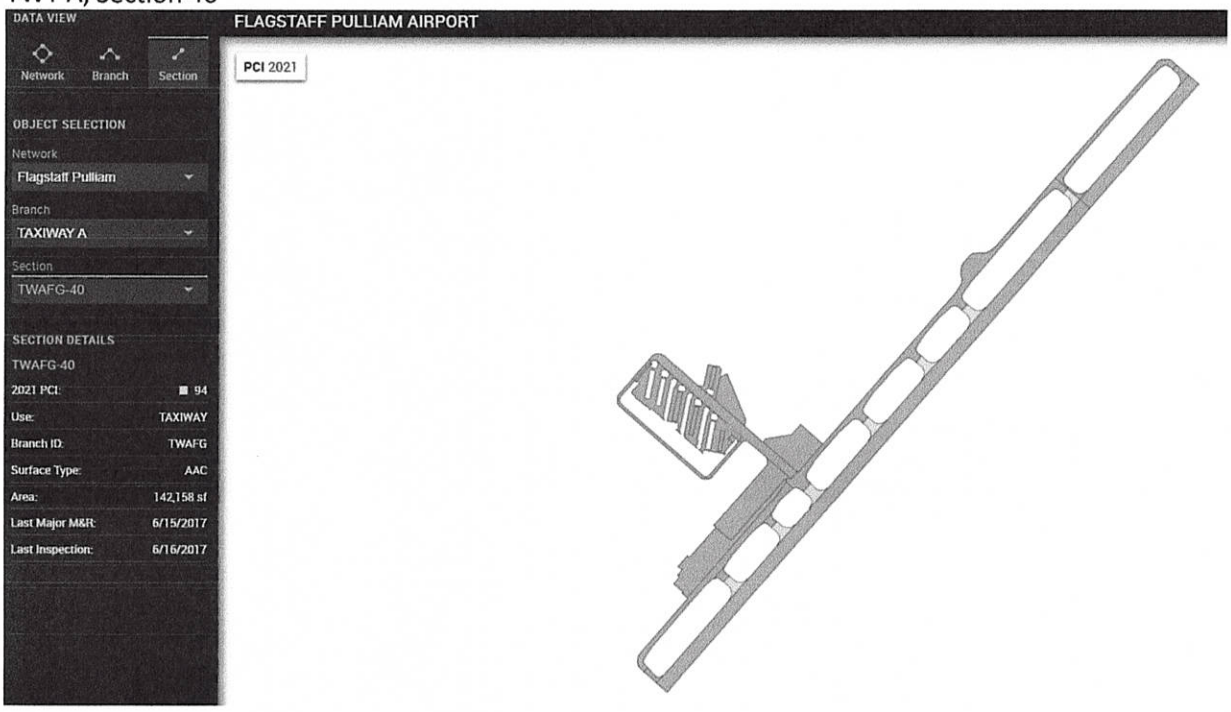
TWY A, Section 20



TWY A, Section 40



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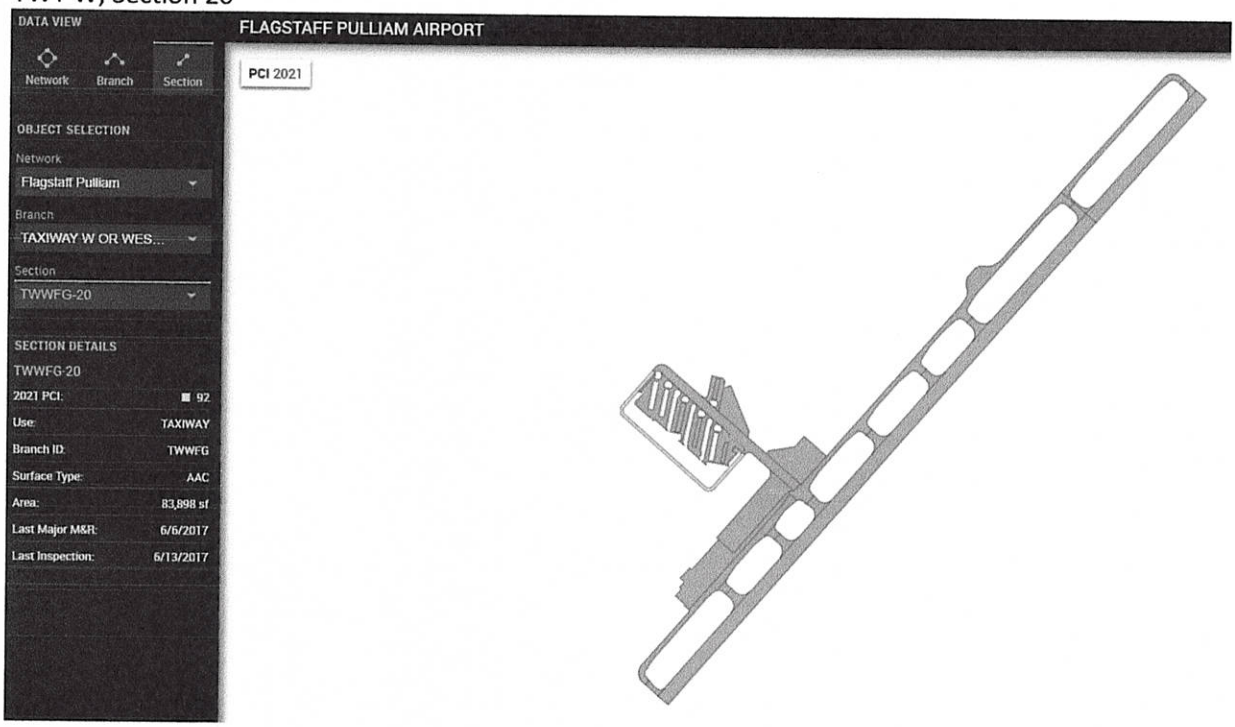
TWY W, Section 20



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Remit to:
ARIZONA DEPARTMENT OF TRANSPORTATION
Aeronautics
206 S 17TH AVE
MAILDROP 203B
PHOENIX AZ 85007

Bill to:
CITY OF FLAGSTAFF
211 W ASPEN AVE
FLAGSTAFF AZ 86001

Customer Name		INVOICE
CITY OF FLAGSTAFF		
Customer Number	Invoice Number	Invoice Date
IV0000002739	MPE228533	03-07-22
	ARDept/BPRO	Due Date
	DTA:MP030	03-07-22
	Amount Due	Amount Enclosed
	$141,538.00	

Payment Method: Check ☐ Money Order ☐

☐ Please check if address has changed.Write correct address on back of stub and attach with payment

Please write Invoice No on front of check or Money Order.
DO NOT MAIL CASH

---------- Please detach the above stub and return with your remittance. ----------

ADOT
ORIGINAL

Customer Number	Original Invoice Date	Original Due Date
IV0000002739	03-07-22	03-07-22
Customer Name	**Invoice Number**	**Invoice Date**
CITY OF FLAGSTAFF	MPE228533	03-07-22

Invoice Charges

Ref Line No.	Description	Billing Date	No. Of Units	Unit of Measure	Unit Price	Charges/Credits
1	APMS; Rwy 3/21 Section 10; P-608 Application & Pavement Markings	03-07-22				$70,618.70
2	APMS; Rwy 3/21 Section 20; P-608 Application & Pavement Markings	03-07-22				$18,159.10
3	APMS; Twy A Section 10; P-608 Application & Pavement Markings	03-07-22				$11,520.80
4	APMS; Twy A Section 20; P-608 Application & Pavement Markings	03-07-22				$26,035.80
5	APMS; Twy A Section 40; P-608 Application & Pavement Markings	03-07-22				$9,561.00
6	APMS; Twy W Section 20; P-608 Application & Pavement Markings	03-07-22				$5,642.60
					Total Invoice Charges	$141,538.00

Other Charges

Description	Date	Charges
	Total Other Charges	

Credit Payments Applied	$0.00
Total Amount Due	$141,538.00

Additional Notes:

Instructions

Contact:
MPD - Aeronautics (602) 712-7647 MPDContracts@azdot.gov

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Mark Wilson, Deputy Fire Chief
Co-Submitter:	Emily Markel
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration and Approval of Contract: Approve the Cooperative Purchase Contract for a Velocity Pumper Fire Engine and a Velocity Aerial Quint Unit with Hughes Fire Equipment, Inc., in the total amount of $2,097,693.50.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract for a Velocity Pumper Fire Engine in the amount of $817,673.90 and a new Velocity Aerial Quint Unit in the amount of $1,280,019.60 from Hughes Fire Equipment, Inc. in the total amount of $2,097.693.50; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Hughes Fire Equipment, Inc., is a fully authorized dealer of Pierce Manufacturing, Inc. products such as the Velocity Pumper Fire Engine and Velocity Aerial Quint Unit. Pierce Manufacturing, Inc. has cooperative purchase contract #113021-OKC with Sourcewell to purchase their products at a reduced rate and authorizes Hughes Fire Equipment, Inc. to sell those products.

This purchase of a Velocity Pumper Fire Engine would replace a twenty-two (22) year old fire engine currently front line in the Flagstaff Fire Department (FFD) fleet and move that unit into a reserve status. This also puts a current twenty-three (23) year old reserve fire engine out of service and up for auction. The purchase of the Velocity Aerial Quint Unit will replace a twenty-five (25) year old Quint and put that unit into reserve status. A Quint is different from an Engine because it has the following: 1) water; 2) pump; 3) hose; 4) ground ladders; and 5) an aerial ladder – for higher facility access – usually over 100’.

Both units were part of the FLEET adopted apparatus replacement plan, but funding was unavailable until this year. This new Velocity Pumper Fire Engine would go into one of the three heaviest call volume districts in the City's central corridor, along with the new Velocity Aerial Quint Unit in a co-staffed capacity in the areas seeing the largest influx of elevated structures in the City.

The Expanded Financial Considerations has been updated.

Financial Impact:

The purchase of the Velocity Pumper Fire Engine and the Velocity Aerial Quint Unit are part of the City Manager's proposed budget that will be presented to Council at the April Budget Retreat. The purchase of the equipment is part of a balanced General Fund 5-year plan to help address critical infrastructure needs. The amount of the purchase will be budgeted in account 001-03-051-0203-2-4401. In addition to the purchase of this equipment, separate contracts will likely be brought forward for the purchase of new equipment at a later date and is funded in the current budget proposal.

Hughes Fire Equipment, Inc. may request full or partial payment as part of our commitment to the purchase. If funds are provided in fiscal year 2021-2022, that will be placed in a prepaid expense account and then expensed on delivery of the vehicles.

Policy Impact:

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

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

Performance Based Budget Priorities:
Safe & Healthy Community - Provide public safety with the resources, staff and training to respond to community needs. High Performing Governance - Serve the public by providing high quality internal and external service.

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

Has There Been Previous Council Decision on This:

Insight on the needs, but no actions/decisions on this request.

Options and Alternatives:

1. Approve the Cooperative Purchase Contract with Hughes for the Velocity Pumper Fire Engine and Velocity Aerial Quint Unit; or
2. Reject the Cooperative Purchase Contract and direct Staff to conduct am independent procurement; or
3. Reject approval of the Cooperative Purchase Contract and continue to utilize over twenty-one (21) year old fire units.

Background/History:

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

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

Key Considerations:

The FFD apparatus replacement schedule anticipated saving capital expenses by refurbishing every other engine. FFD replaced an older fire engine with a new-refurbished engine in FY18. This engine has needed $50k worth or work in the first three years of its life at FFD. In addition, the next two engines identified as possible refurbishment options are both nineteen years old and Fleet has determined the frames have significant rust damage from the over the road chemicals and are not candidates for refurbishment. This represents number three replacement of three approved by the FLEET and Budget Team in the 5-year plan. FFD currently utilizes smaller rescue units for the highest call volume districts to reduce to wear and tear on larger fire engines. We also have implemented the co-staffing model to reduce the wear and tear on our most expensive apparatus, known as Quints. The equipment being purchased is a model down from our normal Pierce fire engine to reduce overall costs, but still maintains consistency in function and maintenance and matches our most recent new Engines from 2020 and 2022.

Expanded Financial Considerations:

The City set aside funds in the FY21-22 budget to pay the minimum wage assessment, but the City successfully enjoined the assessment at the trial court level. Although the case is on appeal, Staff determined that the City needs to use the funds to meet a critical safety need. In addition, in fiscal year 2021-22 the General Fund contingency account, 001-99-000-0000-0-4277, funding was set aside to provide funding to our public safety pension plans if we became less than 100% funded. As a result of favorable financing and favorable returns on investments on our pension plans, the City is funded in excess of 106%. Therefore, the City will not need to provide additional funding to our pension plans this fiscal year. Budget Team provided direction to Fire Department staff to seek replacement of the aging Quint utilizing these funds and we would budget this in fiscal year 2022-23.

The Type 1 firefighting vehicle has a $375,000 from our annual fleet allocation that is planned for fiscal year 2022-23. The City Manager’s proposed budget is adding another $675,000 to the fiscal year 2022-23 budget so that we can replace the aging vehicle sooner.

By identifying funding for the Quint during the budget process, we eliminated the consideration of taking this vehicle to the voters for the November 2022 ballot.

Community Benefits and Considerations:

Purchasing a new Velocity Pumper Fire Engine and a Velocity Aerial Quint Unit allows response efforts to be consistent in meeting the FFD mission and the community expectations for public safety response. This will also reduce the amount of time FFD will have to put crews responding to emergency incidents in older reserve apparatus due to aging front line units going out of service for mechanical issues. As the community moves into higher density and elevated footprints, having multiple operational Quints is critical to support the changing infrastructure demands within the City.

Community Involvement:

Informed based on FLEET replacement schedules adopted at council meetings.

Attachments:

Cooperative Purchase Contract
Exhibit A - Quote Quint
Quint Photo FY22-23
Exhibit A - Quote Pumper
New All-Risk Engine Picture
Exhibit B - Agency Contract
Exhibit B - Agency Contract Pricing

COOPERATIVE PURCHASE CONTRACT

Contract No. 2022-124

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 2022 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Hughes Fire Equipment, Inc, an Oregon Corporation ("Contractor").

RECITALS:

A. Contractor is a fully authorized dealer of Pierce Manufacturing products;

B. Pierce Manufacturing has Contract #113021-OKC with Sourcewell to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract to purchase Pierce Manufacturing products.

AGREEMENT:

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

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

One (1) Velocity Pumper EM711

One (1) Velocity 107' Ascendant Aerial Single Axle EM714

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

3. Payment: Payment to the Contractor for the materials and or services provided shall be **two million ninety-seven thousand six hundred ninety- three dollars and fifty cents ($2,097,693.50)** including other fees and taxes; made in accordance with the price list and terms set forth in the Agency Contract.

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

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

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

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

CONTRACTOR:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A

AGENCY CONTRACT PRICING

EM711 Price Quote 04062022. (Attached)

EM714 Price Quote 04062022. (Attached)

EXHIBIT B

AGENCY CONTRACT

Sourcewell Oshkosh Contract 113021 (Attached)

Sourcewell Pricing Contract 113021 (Attached)

April 6, 2022

City of Flagstaff Fire Department, AZ
One (1) Velocity 107' Ascendant Aerial Single Axle EM714
Build Location: Appleton, WI

Proposal Price	$ 1,247,811.00	
Less chassis progress payment discount	(13,595.00)	
Less aerial device progress payment discount	(5,975.00)	
Less payment upon completion @ factory discount	(13,658.00)	
Less 100% pre-payment discount	(32,695.00)	
Subtotal including all pre-pay discounts	$ 1,181,888.00	
Arizona State Sales Tax @ 5.60%		66,185.73
Phoenix Sales Tax @ 2.70%		31,910.98
PHX Transportation Plan Tax @ 0.3% of $11,631.00		34.89
Total Bid Price Including Pre-Pay Discounts & Sales Tax		*$ 1,280,019.60*

Terms:

Price Expiration: The above pricing is valid until April 20, 2022. If order is not submitted prior to that date a price increase will be required.

Delivery: Based on Pierce's current delivery schedule the apparatus would be ready for delivery from factory within 21.5 to 25.5 months after contract execution. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

Payment Terms:

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

i. Chassis Progress Payment Discount: The chassis progress payment in the amount of **$453,178.00** will be due three (3) months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date . If payment is not made when due the discount total will be added back to the final invoice.

ii. Aerial Device Progress Payment Discount: The aerial payment in the amount of **$298,773.00** will be due two (2) months prior to the ready for delivery from the factory date. If elected, an invoice will be provided 30 days prior to the aerial payment due date. If payment is not made when due the discount total will be added back to the final invoice.

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

iv. 100% Pre-Payment Discount: If elected, an invoice will be provided upon order processing for the 100% pre-payment. Upon receipt of invoice, payment must be made within thirty (30) days. If this option is elected, the discount is in addition to the chassis progress payment discount, aerial device progress payment discount, and the payment upon completion at the factory discount. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory.

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

c. Payments made for apparatus using a credit card will be applicable to a credit card convenience fee.

Consortium Purchase: The proposal is based on the apparatus being purchased through Sourcewell utilizing Contract No. 022818-PMI valid until 4/16/2022. Orders placed after 4/16/2022 will be processed utilizing Sourcewell Contract No. 113021-OKC which is currently in the process of contract execution.

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **$3,050.00** may be deducted from the purchase price.

Transportation: Transportation of the apparatus to be driven from the factory to the customer's location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **$5,800.00** may be deducted from the purchase price. If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Inspection Trips: Two (2) factory inspection trips for **four (4)** customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip $2,025.00 per traveler (per trip) will be deducted from the final invoice.

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


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APPARATUS

April 6, 2022

City of Flagstaff Fire Department, AZ
One (1) Velocity Pumper EM711
Build Location: Appleton, WI

Proposal Price	$ 796,440.00	
Less chassis progress payment discount	(13,059.00)	
Less payment upon completion @ factory discount	(7,994.00)	
Less 100% pre-payment discount	(20,411.00)	
Subtotal including all pre-pay discounts	$ 754,976.00	
Arizona State Sales Tax @ 5.60%		42,278.66
Phoenix Sales Tax @ 2.70%		20,384.35
PHX Transportation Plan Tax @ 0.3% of $11,631.00		34.89
Total Bid Price Including Pre-Pay Discounts & Sales Tax		*$ 817,673.90*

Terms:

Price Expiration: The above pricing is valid until April 20, 2022. If order is not submitted prior to that date a price increase will be required.

Delivery: Based on Pierce's current delivery schedule the apparatus would be ready for delivery from factory within 21.5 to 25.5 months after contract execution. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

Payment Terms:

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

i. Chassis Progress Payment Discount: The chassis progress payment in the amount of **$435,310.00** will be due three (3) months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date . If payment is not made when due the discount total will be added back to the final invoice.

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

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

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

c. Payments made for apparatus using a credit card will be applicable to a credit card convenience fee.

Consortium Purchase: The proposal is based on the apparatus being purchased through Sourcewell utilizing Contract No. 022818-PMI valid until 4/16/2022. Orders placed after 4/16/2022 will be processed utilizing Sourcewell Contract No. 113021-OKC which is currently in the process of contract execution.

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **$1,947.00** may be deducted from the purchase price.

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

Inspection Trips: Two (2) factory inspection trips for **four (4)** customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip $2,025.00 per traveler (per trip) will be deducted from the final invoice.

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


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Sourcewell

Solicitation Number: RFP #113021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Oshkosh Corporation, 1917 Four Wheel Dr., Oshkosh, WI 54902 (Supplier), and Supplier's consolidated subsidiaries as defined in the Proposal.

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Apparatus and Fire Service Vehicles from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 10, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out, refurbished, or remounted Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

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apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier.

D. WAIVER OF SUBROGATION. Omitted.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

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B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,

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developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

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P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

4/5/2022 | 4:53 PM CDT

Date: _____

Oshkosh Corporation

By: _____

James W. Johnson

Title: Executive Vice President and President Fire & Emergency Segment

Date: APRIL 5 '22

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

4/5/2022 | 4:54 PM CDT

Date: _____

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RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name:	Pierce Manufacturing
Does your company conduct business under any other name? If yes, please state:	WISCONSIN
Address:	2600 American Drive Appleton , WI 54914
Contact:	Michelle Swokowski
Email:	mswokowski@piercemfg.com
Phone:	920-832-3272
Fax:	920-740-6252
HST#:	

Submission Details

Created On:	Monday October 18, 2021 12:41:15
Submitted On:	Tuesday November 30, 2021 16:18:31
Submitted By:	Michelle Swokowski
Email:	mswokowski@piercemfg.com
Transaction #:	724f061f-10fb-4d93-bd02-b5afd9c2b906
Submitter's IP Address:	198.190.231.15

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Oshkosh Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Pierce Manufacturing Inc. Oshkosh Airport Products, LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	As used herein, the "Company," "we," "us" and "our" refers to Oshkosh Corporation and its consolidated subsidiaries. "Oshkosh" refers to Oshkosh Corporation, subsidiaries, Pratt & Miller Engineering & Fabrications, LLC (Pratt Miller), Pierce Manufacturing Inc. (Pierce), McNeilus Companies, Inc. (McNeilus) and its wholly owned subsidiaries, Oshkosh Airport Products, LLC (Airport Products), Kewaunee Fabrications, LLC (Kewaunee (IMT) or any other subsidiaries. Other assume names herein are often identified to be Frontline Communications, ARFF, Airport , Pierce.
4	Proposer Physical Address:	Oshkosh Corporation 1917 Four Wheel Dr. Oshkosh WI, 54902 Pierce Manufacturing Inc. 2600 American Dr. Appleton WI, 54914 Oshkosh Airport Products, LLC. 1515 County Rd. O Neenah WI, 54956
5	Proposer website address (or addresses):	www.oshkoshcorp.com www.Piercemfg.com, www.frontlinecomm.com, www.oshkoshairport.com,
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James W. Johnson Executive Vice President and President, Fire & Emergency Segment Pierce Manufacturing Inc. 2600 American Drive Appleton, WI 54914 Email: jjohnson@piercemfg.com Phone: 920-832-3000 Refer to authorized signers for Oshkosh Corporation, Pierce Manufacturing and Oshkosh Airport Products in additional documents.
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michelle Swokowski Sales Operations Manager, Pierce Manufacturing Inc. 2600 American Drive Appleton WI 54914 Email: mswokowski@piercemfg.com Phone: 920-832-3272
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brianna Propson, Sales Representative, Oshkosh Airport Products, LLC. 1515 County RD O Neenah WI, 54956 Email: bpropson@airport.oshkoshcorp.com Phone: 920-215-5135

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Oshkosh Corporation Overview Oshkosh Corporation was founded in 1917, driven by a breakthrough four-wheel drive system that gave people the courage and confidence to go places they never thought they would. Today, more than 14,000 Oshkosh team members are putting over 850 active patented technologies to work serving, developing, and connecting communities around the world. Oshkosh Corporation is a leading manufacturer and marketer of access equipment, specialty vehicles and truck bodies for the primary markets of access equipment, defense, fire & emergency and municipal, refuse hauling, concrete placement as well as airport services. s. Oshkosh products can be found in more than 150 countries under the brands of JLG®, Pierce®, Oshkosh® Defense, McNeilus®, IMT®, Jerr-Dan®, Frontline™, Oshkosh® Airport Products, and London™ and Pratt Miller. Pierce and Airport Products are subsidiaries of Oshkosh and are part of the Fire & Emergency Segment of Oshkosh. We believe in advancing the world around us through building, serving, and protecting people and communities. We are united by a common purpose: to make a difference in people's lives. Our values are the belief system that helps us ensure our behaviors are aligned with our purpose and drive us to do great work for great people. Oshkosh Core Values: WE PUT PEOPLE FIRST • We treat people how they need to be treated. • We keep people safe, within our walls and those using our products. • We care for the emotional, physical, and financial wellbeing of our people. • We celebrate what makes each of us unique. • We value other's words and ideas. • We respect the impact we have on each other; on the people we serve and in communities around the world. WE DO THE RIGHT THING • We do the right thing, the right way, for the right reasons. • We take responsibility for our actions. • We speak up and share our thoughts and concerns. • We keep our promises. • We respect our environment: both where we work and the planet we rely on. WE PERSEVERE • We push the bounds of technology and engineering to bring value to our customers and those who count on us. • We challenge the impossible to make a difference every day. • We are courageous and steadfast. • We strive to overcome obstacles and achieve our goals. WE ARE BETTER TOGETHER • We welcome ideas different from our own. • We rely on diversity to drive innovation. • We create an inclusive, empowering environment for all. • We work together across geographies, platforms, business units and functions to help our company reach its fullest potential. Business Philosophy: Our strategy is "Innovate. Serve. Advance." We innovate customer solutions by combining leading technology and operational strength to empower and protect the everyday hero. We serve and support those who rely on us with a relentless focus throughout the product lifecycle. We advance by expanding into new markets and geographies to make a difference around the world. As a corporation, our culture is one committed to conducting business with integrity, in accordance with the highest ethical standards and in compliance with applicable laws and regulations. The guidelines, laws, regulations, policies, and procedures that govern our conduct as employees and contractors of Oshkosh Corporation are embodied in our Code of Ethics & Standards of Conduct - The Oshkosh Way. Business Longevity: Pierce was founded in 1913 and is the leading domestic designer and manufacturer of fire apparatus assembled on custom chassis, designed, and manufactured to meet the special needs of firefighters. Pierce also designs and manufactures fire apparatus assembled on commercially available chassis, which are produced for multiple end-customer applications. Pierce's engineering expertise allows it to design its vehicles to meet stringent industry guidelines and government regulations for safety and effectiveness. Pierce primarily serves domestic municipal customers, but also sells fire apparatus to the DoD, airports, universities, and large industrial companies, and in international markets. Pierce's history of innovation, research and development in consultation with firefighters has resulted in a broad product line that features a wide range of innovative, high-quality custom and commercial firefighting equipment with advanced fire suppression capabilities. In an effort to be a single-source supplier for its customers, Pierce offers a full line of custom and commercial fire apparatus and emergency vehicles, including pumpers, aerial platform, ladder and tiller trucks, tankers, light-, medium- and heavy-duty rescue vehicles, wildland	*

		rough terrain response vehicles, mobile command and control centers, bomb squad vehicles, hazardous materials control vehicles and other emergency response vehicles. Refer to "Pierce Timeline.pdf" in Financial Strength and Stability folder. Oshkosh Airport Products is a leader in the design and sale of ARFF vehicles to domestic and international airports. These highly specialized vehicles are required to be in service at most airports worldwide to support commercial airlines in the event of an emergency. Our first Aircraft Rescue and Fire Fighting (ARFF) vehicle was delivered to the U.S. Navy in 1968. We are able to attract and retain new customers because we take pride in a quality product we build and provide second to none in service and support nationwide. We are the leading manufacturer of fire apparatus because of this – our loyal customers! Refer to "9. Oshkosh Corporation 2020 Annual Report.pdf", "9. Oshkosh Strategy Innovate Serve Advance Strategy.pdf", "9. The_Oshkosh_Way_English.pdf", "9. 2020_Sustainability_Report.pdf", and "9. Equal Employment Opportunity.pdf" in Financial Strength and Stability folder for more information.	
10	What are your company's expectations in the event of an award?	The Sourcewell consortium program will extend another avenue for the fire industry customer base to purchase a fire apparatus efficiently and effectively through a proven program. The Sourcewell consortium will be a nationwide including Canada avenue that is promoted across the Pierce sales force that consists of 23 authorized Pierce Dealers and their respective team members. The fundamental expectation is around education and promotion. The Pierce Dealer network and Airport Products sales team is expected to understand our product and the tools available to the customer to achieve what is in the best interest of the customer.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Pierce Manufacturing Inc. and Oshkosh Airport Products, LLC are subsidiaries of Oshkosh Corporation, which is a publicly traded company. We have attached our annual report, SEC Filings along with the Dunn & Bradstreet report often used by lenders and investors to determine a company's eligibility for credit. This report along with any of the financial statements demonstrate Oshkosh Corporation and its subsidiaries to be financially sound. For additional information please refer to the below path. http://investor.oshkoshcorporation.com/investors/overview/ Oshkosh Corporation maintains an investment grade credit rating. The rating agencies periodically update the Company's credit ratings as events or changes in economic conditions occur. As of September 30, 2021, the long-term credit ratings assigned to the Company's senior debt securities by the credit rating agencies engaged by the Company were as follows: Fitch Ratings BBB-; Moody's Investor Services, Inc. Baaa3; Standards & Poor's BBB. Refer to "11. Oshkosh Corp Q4 and-Full-Year-Results-2021.pdf", "11. Oshkosh Corporation Form 10-K.pdf", "11. D&B Finance Analytics Report.pdf", "11. Bank of America. Oshkosh Reference.pdf", "11. Pierce Manufacturing Certificate of Status 062021.pdf", and "11. Oshkosh Airport Products Certificate of Status July 2021.pdf" in Financial Strength and Stability folder for more information.	*

12	What is your US market share for the solutions that you are proposing?	Pierce is the leader in domestic market share of fire apparatus. Oshkosh Corporation is traded on the New York Stock Exchange since 2002. Financial information can be obtained by visiting the below link. http://investor.oshkoshcorporation.com/investors/financial-information/annual-and-quarterly-reports/default.aspx Fire & Emergency segment. Through Pierce, the Company is the leading domestic designer and manufacturer of fire apparatus assembled on custom chassis, designed and manufactured to meet the special needs of firefighters. Pierce also designs and manufactures fire apparatus assembled on commercially available chassis, which are produced for multiple end-customer applications. Pierce's engineering expertise allows it to design its vehicles to meet stringent industry guidelines and government regulations for safety and effectiveness. Pierce primarily serves domestic municipal customers, but also sells fire apparatus to the DoD, airports, universities and large industrial companies, and in international markets. Pierce's history of innovation, research and development in consultation with firefighters has resulted in a broad product line that features a wide range of innovative, high-quality custom and commercial firefighting equipment with advanced fire suppression capabilities. In an effort to be a single-source supplier for its customers, Pierce offers a full line of custom and commercial fire apparatus and emergency vehicles, including pumpers, aerial platform, ladder and tiller trucks, tankers, light-, medium- and heavy-duty rescue vehicles, wildland rough terrain response vehicles, mobile command and control centers, bomb squad vehicles, hazardous materials control vehicles and other emergency response vehicles. The Company, through Airport Products, is a leader in the design and sale of ARFF vehicles to domestic and international airports. These highly specialized vehicles are required to be in service at most airports worldwide to support commercial airlines in the event of an emergency. Many of the largest airports in the United States, including LaGuardia International Airport, John F. Kennedy International Airport, O'Hare International Airport, Denver International Airport, Baltimore-Washington International Airport, Dallas/Fort Worth International Airport, Tampa International Airport, Philadelphia International Airport and San Francisco International Airport, are served by the Company's ARFF vehicles. The U.S. government also maintains a fleet of ARFF vehicles that are used to support military operations throughout the world. Internationally, the Company's vehicles serve, among others, Beijing, China and more than fifty other airports in China; Singapore; Indonesia; Quebec, Canada; Abu Dhabi, UAE; and Birmingham, Cardiff, Manchester and Liverpool, United Kingdom. In addition, the Company has recently delivered ARFF vehicles to airports in Mexico, Japan, Egypt, Nepal, Iraq and the British Virgin Islands. The Company believes that the performance and reliability of its ARFF vehicles contribute to the Company's strong position in this market. The Company, through its Frontline brand, is a leading manufacturer, system designer and integrator of broadcast vehicles, including electronic field production trailers, satellite news gathering and electronic news gathering vehicles for broadcasters and command trucks for local and federal governments along with being a leading supplier of military simulator shelters and trailers under the Oshkosh Specialty Vehicles (OSV) brand. The Company's vehicles have been used worldwide to broadcast the NFL Super Bowl, the FIFA World Cup and the Olympics.	*
13	What is your Canadian market share for the solutions that you are proposing?	Pierce along with their strong dealer sales and service network that has driven increase Canadian market share. The Pierce Canadian dealer consist of 3 dealers that lead multiple service locations. We also partner with MAXI-METAL Inc leveraging the MAXI Saber program since 2016 and US Contender since 2017. Each Dealer has a signed dealer agreement to sell Pierce fire apparatus in the designated territory awarded to them. They are Prime on contracts and are supported by the 2500+ Pierce employees.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Pierce and Airport Products are best described as manufacturers. Pierce and Airport Products are best described as manufacturers. The Pierce Dealer network consists of 20 US based Dealers and 3 Canadian based Dealers. Each Dealer has a signed dealer agreement to sell Pierce fire apparatus in the designated territory awarded to them. They are Prime on contracts and are supported by the 2500+ Pierce employees. The Company believes the geographic breadth, size and quality of its Pierce fire apparatus sales and service organization are competitive advantages in a market characterized by a few large manufacturers and numerous small, regional competitors. Pierce's fire apparatus is sold through an extensive network of independent sales and service organizations with over 300 hundred sales representatives in the U.S. and Canada, which combine broad geographical reach with high frequency of contact with fire departments and municipal government officials. These sales and service organizations are supported by product and marketing support professionals and contract administrators at Pierce. The Company believes high frequency of contact and local presence are important to cultivate major, and typically infrequent, purchases involving the city or town council, fire department, purchasing, finance and mayoral offices, among others, that may participate in a fire apparatus bid and selection process. After the sale, Pierce's nationwide local parts and service capability is available to help municipalities maintain peak readiness for this vital municipal service. Oshkosh Airport Products The Company markets its Oshkosh-branded ARFF vehicles through a combination of direct sales representatives domestically and an extensive network of representatives and distributors in international markets, including Canada. Certain of these international representatives and distributors also handle Pierce products and will follow the same process as noted above. For service, we support both with internal service support which is available 24/7/365 via our support line at 1-800-222-6635 and external sales representatives. Refer to "15. Pierce. Airport Manufacturer. Products.pdf" in Company Information and Financial Strength folder for an overview of our manufacturing capabilities and product offerings.	*

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Pierce Manufacturing Inc. holds state licensing for Sales, Manufacturing, Motor Vehicles, and dealer license used accordance to the state laws. The Pierce Dealer network licenses independently holds as required by law in the state in which they sell. Airport Products holds manufacturer's license, where required. We also hold our Vendors accountable to the utmost standards. Beyond ISO certifications and compliance, we require our supply chain of major components to obtain a score of 80% or above on a supplier quality audit performed by Oshkosh Corporation supplier quality. ISO 9001:2015 Certification: Pierce Manufacturing Inc. was the first single-source manufacturer of custom fire apparatus in North America to achieve ISO 9001 certification. Pierce has achieved ISO 9001:2015 certification which covers all aspects of our business life cycle, from engineering and manufacturing to customer service. ISO 9001 certification demonstrates a company's commitment to quality. To keep their ISO 9001 registered status, companies are re-audited twice per year through third-party verification to prove they are maintaining good practices. ISO 9001 certification further assures customers that a fundamental quality system is in place. It's a solid foundation for continuous improvement always striving to get even better. An ISO-certified manufacturer, like Pierce, accepts nothing but the best from its suppliers. Pierce asks its suppliers to meet many of the same stringent quality requirements and works with them to improve their quality systems as well. Refer to "16. ISO 9001.2015 Pierce Mfg and entities.pdf" in Financial Strength and Stability folder for certificate. UL/ULC: Pierce is the first fire apparatus manufacturer to be both third party certified to NFPA 1901-2013 edition and ULC listed to Canada ULC-S515-04 standard. Third Party Vehicle Inspection Program by Underwriters Laboratories to ensure our products are 100% N.F.P.A. compliant to 1901 standards. The certification includes all design, production, operational and performance testing of the complete apparatus. All products must pass all tests before a truck is released into Canada. This commitment to quality applies to trucks sold in the U.S. as well. Refer to "16. Sample UL Certs 35796 Pump Line Voltage Aerial Cert.pdf" in Financial Strength and Stability folder for sample certificate. ISO 14001:2015 Certification: Our Neenah facility is also ISO 14001:2015 certified for our Environmental Management System. Various Pierce and Airport Products vehicles are manufactured in this space. Refer to "16. ISO 14001 Oshkosh Airport Products.pdf" in Financial Strength and Stability folder for certificate.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither Oshkosh Corporation or subsidiary such as Pierce Manufacturing and Airport Products have suspension or debarment that applies within the past 10 years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Oshkosh Corporation is honored to be named and recognized for the following awards and recognitions. World's Most Ethical Companies in 2016, 2017, 2018, 2019, 2020 and 2021. Oshkosh is one of only 124 companies, representing 52 industry sectors in 19 countries on five continents named to this prestigious list. We were the only company selected in the "Trucks and Other Vehicles" category, underscoring our commitment to leading ethical business standards and practices. This achievement is only possible with a commitment to sustainability, connecting with our communities and strong ethical culture and team members who believe in doing the right thing. Link: https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Ethical-Companies-for-sixth-consecutive-year/default.aspx FORTUNE's World's Most Admired Companies in 2019 and 2020. Oshkosh Corporation is one of 330 companies to achieve this honor, as ranked by industry peers, highlighting some of the most respected and successful companies from around the world. https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Admired-Companies-by-FORTUNE/default.aspx	

In 2020 and 2021, the company was awarded one of America's Most Responsible Companies by Newsweek. Oshkosh has earned this award for two consecutive years and is ranked #159 out of 399 companies on the list. America's Most Responsible Companies were defined based on key performance indicators around environmental, social and corporate governance areas. For more info please refer to the link below: https://www.oshkoshcorp.com/en/news/12-23-20-most-responsible-newsweek

Oshkosh Corporation was named a Military Friendly Company in 2017, 2018, 2019, 2020 and 2021. Being named a Military Friendly Company highlights our commitment to caring for our team member and having a culture where veterans can thrive. . Please reference the link for additional detail: https://www.oshkoshcorp.com/en/news

Oshkosh Corporation has been listed on the Dow Jones Sustainability World Index in 2019, 2020 and 2021. Please review the link below for additional info. https://investors.oshkoshcorp.com/news/news-details/2020/Oshkosh-Corporation-Named-to-the-Dow-Jones-Sustainability-World-Index-for-Second-Consecutive-Year/default.aspx

Oshkosh Corporation is honored to be named and recognized for the following awards and recognitions.
World's Most Ethical Companies in 2016, 2017, 2018, 2019, 2020 and 2021. Oshkosh is one of only 124 companies, representing 52 industry sectors in 19 countries on five continents named to this prestigious list. We were the only company selected in the "Trucks and Other Vehicles" category, underscoring our commitment to leading ethical business standards and practices. This achievement is only possible with a commitment to sustainability, connecting with our communities and strong ethical culture and team members who believe in doing the right thing.
Link: https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Ethical-Companies-for-sixth-consecutive-year/default.aspx

FORTUNE's World's Most Admired Companies in 2019 and 2020. Oshkosh Corporation is one of 330 companies to achieve this honor, as ranked by industry peers, highlighting some of the most respected and successful companies from around the world. https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Admired-Companies-by-FORTUNE/default.aspx

In 2020 and 2021, the company was awarded one of America's Most Responsible Companies by Newsweek. Oshkosh has earned this award for two consecutive years and is ranked #159 out of 399 companies on the list. America's Most Responsible Companies were defined based on key performance indicators around environmental, social and corporate governance areas. For more info please refer to the link below: https://www.oshkoshcorp.com/en/news/12-23-20-most-responsible-newsweek *

Oshkosh Corporation was named a Military Friendly Company in 2017, 2018, 2019, 2020 and 2021. Being named a Military Friendly Company highlights our commitment to caring for our team member and having a culture where veterans can thrive. . Please reference the link for additional detail: https://www.oshkoshcorp.com/en/news

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Oshkosh was named one of the "World's Best Employers" by Forbes in 2020. The 2020 results included 750 multinational and large corporations across 45 countries. Oshkosh is ranked #76 out of 750.
Please refer to the link: https://www.oshkoshcorp.com/en/news/12-11-20-forbes

Oshkosh is one of Barron's 100 Most Sustainable Companies for the years 2019, 2020 and 2021. Please review the link for additional information. https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporations-focus-on-sustainability-earns-recognition-from-Barrons-and-SP-Global/default.aspx

Pierce's focus on energy efficiency is focused on being good stewards of company resources, budgets, and the company's ecological footprint. This earned them the recognition for Focus on Energy 2020 Energy Efficiency Excellence Award https://www.piercemfg.com/pierce/blog/pierce-recognized-with-focus-on-energy-excellence-award

		Pierce also Achieved TRUE (Total Resource Use and Efficiency) Zero Waste Certification at the Gold level. TRUE certification is administered by Green Business Certification Inc. (GBCI), an organization that independently recognizes excellence in green business industry performance and practice globally 2021 Sterling Manufacturing Business Excellence Award - Florida facility has been awarded the 2021 Sterling Manufacturing Business Excellence Award at the Gold Level! This award went out to the company that was found to be a high performing manufacturer in seven categories. Pierce Bradenton demonstrated outstanding leadership and management systems to meet the need of customers and stakeholders https://www.facebook.com/Pierce/posts/10165217512965527 Pierce was awarded the "Above and Beyond Award" by ESGR August of 2021. Pierce was 1 of 3 large companies in Wisconsin recognized for their outstanding support of our Guard and Reserve forces. Oshkosh Corporation has been named one of the "Best Managed Companies" by the Wall Street Journal in 2018 and 2019. Please visit the link for additional detail: https://www.businesswire.com/news/home/20191209005496/en/Oshkosh-Corporation-Named-One-of-the-%E2%80%9CBest-Managed-Companies-of-2019%E2%80%9D-by-the-Wall-Street-Journal ISO 14001:2015 Environmental Management System To further solidify and standardize our environmental performance, Pierce Manufacturing and the Airport Products Group are in the first domestically of formalizing an Environmental Management System for our Neenah manufacturing facility in accordance with ISO 14001:2015 for all of Oshkosh Corporation Recognized by RobecoSAM with the Industry Mover Award for critical steps taken to propel corporate sustainability by measuring impact and disclosing results. Oshkosh Corporation has achieved many awards throughout the years. Many of the awards highlight specific subsidiaries such as Pierce and Airport Products. There are many more that have not been incorporated but are incorporated on our websites. We are proud and work hard to maintain these achievements. Refer to "18. TRUE CERTS-ID 1000128616.pdf" in Additional Documents folder for certificate.	
19	What percentage of your sales are to the governmental sector in the past three years	Oshkosh has great relationship with various governmental sectors throughout the organization. We are a publicly traded company therefore the information available does not include specific sales detail.	*
20	What percentage of your sales are to the education sector in the past three years	Pierce and Airport on occasion will sell to education sectors such as Universities, Colleges, High Schools, or Fire schools. The market for our product in this group is limited.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Pierce Manufacturing participates in nationwide and state-level contracts. All programs are aligned to offer the best solutions on a consistent platform. Contracts with an asterisk (*) also have contracts held by Airport Products. 1. Sourcewell* 2. H-GAC* 3. NASPO Value Point 4. NPPGov 5. Lamas 6. BuyBoard 7. Florida Sherriff's 8. Ohio State 9. Costars	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Current GSA (General Services Administration) contract is GS30F021DA	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Knoxville Fire Department	Bobby Palmer	865-595-4474	*
Howell Fire District #3	Louis Memmolo,III	732-905-8530	*
Clark County	Riccardo Terzo	702-455-8341	*
Tampa International Airport	Oren Hanson	813-267-0335	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
U.S. Army	Government	District of Columbia - DC	Pumpers, rescues, aerials	N/A	N/A	*
U.S. Air Force	Government	District of Columbia - DC	Pumpers, rescues, aerials	N/A	N/A	*
Bureau of Land Management	Government	District of Columbia - DC	Wildland pumpers	N/A	N/A	*
U.S. Navy	Government	District of Columbia - DC	Pumpers, rescues, aerials	N/A	N/A	*
U.S. Marine Corps	Government	District of Columbia - DC	Pumpers, rescues, aerials	N/A	N/A	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Pierce Manufacturing has an inside sales force that manages a given territory The support can range from dealers, customer request, trade shows, warranties, specifics support within the bids, managing the sale and configuration The inside sales folks work with internal Pierce contacts to ensure a successful build and delivery to our preferred dealer network. The Oshkosh Airport Products sales force consists of 2 regional sales managers who are direct employees of Oshkosh Airport Products. Our sales team is committed to the full customer lifecycle, from initial contact throughout the vehicle life. In addition, our internal sales managers coordinate with our Canadian dealership to support the customer relationship. Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf", "25. 26. Pierce Authorized Dealer_2021_Listing.pdf", "25. ARFF RSM Map Nov 2021.pdf", and "25. Pierce and Airport Internal Contacts Org Chart.pdf" in the Additional Documents folder for more information.	*
26	Dealer network or other distribution methods.	Pierce product is sold via the authorized Pierce Dealer network of 300+ sales representatives that are located across the US and Canada and are backed by the Pierce factory support of 2500+ employees to assist with product, quality, and service. In addition, the sales force is comprised of legacy tenure as well as new generations. Many of our sales representatives came from or are still part of the fire industry in some way. There are Dealers located across the US and Canada that have been assigned territory to provide Sales, Service, and aftermarket support 24/7 365 days of the year. The dealer network has invested in on hand inventory as well as the factory and dedicated aftermarket inventory available online for them to utilize and drop ship to the end customer's location. As previously mentioned, we also partner with MAXIMETAL to support our Canadian customers by being a distributor for MAXIMETAL products. Oshkosh Airport Products sells direct domestically and partners with dealer organizations internationally, including Canada. Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf" and "25. 26. Pierce Authorized Dealer_2021_Listing.pdf" in the Additional Documents folder for more information.	*

27	Service force.	Pierce and its dealer network offer a wide variety of Aftermarket services to help customers maintain their Pierce branded fire apparatus. 70+ service centers throughout North America are dedicated to servicing Pierce apparatus thru its industry-leading, independently owned & managed dealer network. 20 United States & 3 Canadian dealerships support our wide array of service centers. Pierce authorized service centers offer: • Dedicated Service Professionals • Nearly 250 mobile service vehicles, strategically located throughout North America • Offer scheduled & unscheduled maintenance services • 24/7 access to Pierce Technical Support Hot-Line, • Ability to execute warranty-related repairs, in accordance with the Pierce limited warranty statement. Pierce also offers a full line of spare parts, available for purchase thru its dedicated dealer network. The spare parts warehouse, located in Appleton, Wisconsin, boasts over 100,000 sq. ft. of storage space, all of which supports Pierce fire apparatus. Key facts about the warehouse include: • Dedicated and committed on-hand spare parts inventory • Management of over 100,000 unique spare part numbers (inventory, min/max, pricing, country of origin, etc.) • Same-day & next-day shipping services from UPS, FedEx, and XPO • 24/7 website to locate and check pricing & availability of spare parts by authorized dealer • Tens of thousands of digital photographs & 3D artwork of replacement parts for fast & easy identification Pierce offers a complete set of training classes, for both operators & maintainers, to keep your Pierce apparatus running at peak performance. • Regional & Corporate training events held throughout the calendar year • Instructors with over 100 combined years of Pierce & industry expertise • Innovative "Training Truck"; key technology mounted on stand-alone truck to simulate any key system • Technology training on key components such as Pierce Ultimate Configuration (PUC™) water pumps, TAK-4® independent suspension systems, Husky™ Foam systems, and Command Zone™ III • Operation overview of foam & aerial devices Attached you will find a summary per authorized dealer mobile vehicles and acknowledgment of service technicians along with dealer contact and the territory they cover. Oshkosh Airport Products employs full time Field Service Representatives to provide vehicle in-service, training, and service work. We also rely on support from organizations across the US and have service provider agreements to provide local support to our customers as well. In addition, we are supported through Oshkosh Corporation's training center to provide world-class maintenance and operations training. These trainings are designed specifically for our ARFF products and are available to our dealers and customers alike. Refer to "25. 26. 27. Directory - Pierce Dealership Territories Map.pdf", "27. Pierce Dealer Service & Sales Coverage.pdf", and "27. ARFF Service Providers Map.pdf" in the Additional Documents folder for more information.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	When the customer works with the Pierce authorized dealer they will accept all purchase orders; however, every sale is configured in the Pierce customized truck configurator, Pulse. This sales tool includes the corresponding cooperative procurement option applicable to the sale. This option is used to generate monthly audits that Pierce performs with their dealer network as well as generate the quarterly required reports sent direct to the contracting agency. The authorized Dealer network utilizes the customized apparatus specification software (PULSE) to configure to the customer's expectations and is used internally throughout the supply chain of the order from booking the order to engineer the final product. The tool is supported with internal communication tools such as workflow, Communication Central, online scheduling, Build Status, and a complete Truck Library. This provides our Dealer network a direct link to the factory to accurately communicate details to the end user. Airport Products will be the primary point of contact for sales inquiries, except where we have an authorized dealer. With complexity of ARFF vehicles, our team will work directly with the customer to customize their truck configuration using the base vehicle as a starting point. Options will be added to the base price with the Sourcewell discount. This quotation will be used by the customer to issue a purchase order or contract which will be reviewed by Airport Products and accepted. Airport Products will then be responsible for manufacture of the vehicle.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives	AFTERMARKET PIERCE MODEL Pierce service after the sale is where we truly are set apart from others. The Pierce Dealer network spans across the US and Canada and each have made investment in facilities, inventory, staff, and training. The Dealer is the first point of contact for the customer however all customers can access Pierceparts.com to aid in any

	that help your providers meet your stated service goals or promises.	service needs they may have. TEAM MEMBERS Pierce Service Brigade An army of 600 service technicians across the US and Canada. Certified Master Technicians We specifically created the Pierce Certified Master Technician program to ensure that our Service Brigade professionals possess the highest level of proficiency with today's sophisticated emergency vehicles, including non-Pierce apparatus. The Right Attitude and the Right Tools Our team members take pride in going home at the end of each day knowing they made a difference. The mobile training unit takes Customer Service training to another level and brings training to the customer. This mobile unit has built-in training tools and props that are configurable to the training needs of our customers. It allows the technician to troubleshoot, dismantle, and most importantly, provide the hands-on training customers ask for. INVENTORY As the manufacturer, facilities are available in Appleton, WI, Weyauwega, WI, and Bradenton, FL. These facilities are equipped with factory personnel and committed healthy stock of inventory dedicated to service and replacement parts to ensure quick response and minimize down time. Furthermore, Pierce Manufacturing Inc. houses inventory in a dedicated facility, with a dedicated shipping area that ensures service parts are given priority and extends a customized, Pierce aftermarket website for authorized Dealers to conduct business in real-time. FACTORY HOURS OF OPERATION Pierce Manufacturing Inc. and Oshkosh Airport products also maintains a 24 hour/ 7 day a week, toll free emergency hot line and employs a staff of dedicated individuals to troubleshooting and parts support. Pierce Customer Service core hours of operation are Monday – Friday, 7:30 a.m. – 4:00 p.m. CST. We also have Pierce factory technicians on call for after-hours support available 24 hours a day, seven days a week. PROBLEM IDENTIFICATION & RESOLUTION As product or service issues are identified by the customer, they are to contact their local Pierce authorized dealer since they are the customer's first point of contact. All issues are documented, resolved, and archived for future reference by the local dealership. If there is an issue that needs elevated assistance, the dealership will contact the Pierce customer service account representative for assistance. Parts identification is provided to both the dealer and the Fire Department through an on-line web-based application for the specific truck. Access will be granted using the specific VIN number of the vehicle and the online web application provides the ability to view complete bills of materials, digital photographs, parts drawings, assembly drawings, and access to all current operation, maintenance, and service publications. The end user can access this information via the Guest Login. TECHNICAL SERVICE SUPPORT Both Pierce and their authorized Dealers can provide both in-house and on-site service for the apparatus along with training per request. Replacement parts and various levels of service after delivery are available from your local Pierce authorized dealer, including but not limited to those shown below: SERVICE: Warranty repair for Pierce product line for all items except for those that must be handled directly by an authorized component manufacture such as engine and transmission. Direct access to Pierce technical support Routine preventative maintenance Annual aerial ladder testing Pump testing Ground ladder testing NFPA 1911 annual inspections maintenance and testing Repairs from small minor issues to major overhauls and many other services Dealer repair services extend to most other fire and emergency rescue product lines in addition to Pierce Manufacturing Service provided by EVT, ASE, Pierce and industry specific certified technicians All Pierce authorized sales and service dealers have access to Pierce's extensive level of technical and customer service support staff PARTS: Pierce authorized dealers maintain a large assortment of products supplied with fire	*

		apparatus. Including, but not limited to, the most commonly required parts and components required for apparatus repair. This level of inventory enables “out of service” time to be kept to a bare minimum. All Pierce authorized sales and service dealers have access to Pierce’s extensive level of replacement parts inventory, which is more than $15M as well as any Pierce required fabrication services. Oshkosh Airport Products partners with Pierce Manufacturing's internal customer support team to provide the same superior service for municipal products with the smaller scale of ARFF products. We maintain a 24 hour/ 7 day a week, toll free emergency hot line with core hours of operation being Monday through Friday, 7:30 a.m. – 4:00 p.m. CST. We also have Pierce factory technicians on call for after-hours support available 24 hours a day, seven days a week via our service support line 1-800-222-6635	
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Pierce Manufacturing Inc has 20 US based authorized dealers, each which has an establishes sales and service infrastructure to support the sale of our whole goods from time of sale through its lifecycle. We are committed to support the customer by educating them in all possible avenue to ensure they know the benefits of Sourcewell. Pierce will be able to support the entire US including Hawaii and Alaska along with Canada regions. Our established dealer network includes assignment for these territories. Airport Products is able and willing to provide our products and services to participating entities in the United States.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Pierce Manufacturing Inc has 3 US based authorized dealers, each which has an establishes sales and service infrastructure to support the sale of our whole goods from time of sale through its lifecycle. Pierce Manufacturing Inc. has three Dealers that cover the Canadian territories – Commercial Emergency Equipment, Safety Source, and L ’Arsenal. Commercial Emergency Equipment is the largest of those exclusive dealers. They cover Western Canada (BC, AB, SK, MB), Ontario, as well as the Northern Territories (YT, NWT, NT). Pierce brands the MAXI Saber custom-chassis fire apparatus which are also marketed in Canada. Pierce is our authorized dealers are in exclusive product partnership since 2016 with MAXIMETAL. Pierce is committed to growing the market in Canada while also providing service support. Airport Products will work in conjunction with our authorized dealer(s), and together we are able and willing to provide our products and services to participating entities in Canada.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas in the US or Canada that we will not be fully servicing through the proposed contract. Pierce and Airport Products are proud to provide excellent coverage across the nation. There are no areas throughout US or Canada that we are not able to fully support either through our dealer network or direct coverage through coverage.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no defined sectors that Pierce or Airport Products would not be willing and able to sell to and extend the after the sale service and support we pride ourselves on.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Pierce and Airport Products is not aware of any specific contract requirements or restrictions that apply to members. Those territories determine what contracts they support and allow to be used.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The marketing strategy we have taken with all the awards has begun with marketing to our sales force. The initial launch provides the sales team: • Overview of the contract and what differentiates it from the others • Training and updating internal User Guide/Handbook • Adding the contract option to our custom truck configurator Pulse • Adding the contract to the internal communication portal • Update www.piercemfg.com and www.oshkoshairport.com website with the addition of the new contract • Develop a flyer or FAQ to provide sales reps and customers as a takeaway • Including a Sourcewell purchased truck at Pierce shows. The Sourcewell consortium logo is noted on the configuration that is displayed on the truck. Refer to "35. Pierce Example Marketing.pdf" in the Marketing Plan/Samples folder. Additional marketing brochures available in the Marketing Plan/Samples folder. Please refer to these files for current representative material.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Pierce has a dedicated marketing team that manages our website and social media; we also have 23 Dealers that have established websites and utilize social media platforms such as twitter, Instagram, and Facebook to share messaging. We are able to track engagement and metadata on our followers through these platforms. Not only is our marketing team well versed in looking at industry trends, we also partner with external organizations for a more robust approach to technology. Both Pierce and Airport Products' websites will include award and have a direct link to the Sourcewell website were facts and information can be obtained. Airport Products also utilizes Showpad for organization and distribution of marketing material which is available to our domestic and international sales team. This tool allows us to share information across the globe, including information on available purchasing consortiums. This tool allows users to track customer engagement with the material.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role in promoting the Fire Apparatus contract is primarily accessibility to customers and/or their procurement officials. Sourcewell' s role is to be partner with the awarded vendors and understand the product on the contract so that as a joint effort, end users can be informed and educated on cooperative procurement and how this contract best fits them. This may include training creation, networking at a specific show or dealer location. Cooperative procurement needs to fold into the sales process shortly after introductions. A Sales representative should understand what programs the customer has been a part of and/or what they know about cooperative procurement programs available. That basic understanding is a must have from the onset. This program won't determine what apparatus they buy or what customization they can have – this program provides them the avenue to get what they need through an efficient procurement process. For the Airport direct sales team, all opportunities that are not competitively bid will be provided information on the Sourcewell contract as an avenue for purchase.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not offer an e-procurement ordering process due to the complexity of our product. We have determined this platform does not fit in our business model.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is offered in several different ways: • A customer can request factory personnel to provide training and it will be added to the sale or available at a later date. • The dealer may have a training program to offer that introduces the customer to the dealer's support team • The customer may choose to attend regional training classes offered throughout the year. All customers receive a Delivery Orientation class prior to placing the apparatus in service. Other training is often customized to the customer's needs and scheduled around their calendars. Factory and/or Dealer training may include Operation, Maintenance, Foam training, Aerial training, Customer Mechanics, or customizable. On-site training during vehicle in-service is standard. This provides a basic vehicle operations and maintenance overview. This training is consistent with industry standards. Refer to "39. Pierce Training Offerings.pdf" in Additional Documents for more information on Pierce training. We also offer additional training through our Oshkosh Product Training Center. We have two rigorous courses focused on the vehicles chassis and firefighting systems. The cost of additional maintenance or operations courses are not included and schedule and pricing is available on our training website. Specialized training can also be requested and will be quoted at time of request. https://oshkoshcorporation.csod.com/LMS/catalog/Welcome.aspx. Refer to "39. Striker Chassis and Firefighting Maintenance Training Outline.pdf" in Additional Information folder for ARFF training outline.	*

40	Describe any technological advances that your proposed products or services offer.	Oshkosh Corporation a leader in innovation and each of our products and technologies is designed with customers and end-users in mind, including advances in electrification, autonomy and active safety and intelligent products. Leveraging the latest in technology for today and tomorrow across the different markets we serve differentiates us and helps us remain market leaders and stay ahead of the competition. Advancing our company into new markets and categories will support continued growth for the company. Through this contract, we offer numerous proprietary features that standout from others and not limited to: • Electric Vehicles - Pierce Manufacturing and Oshkosh Airport Products have introduced the Volterra™ platform of electric vehicles for the fire and emergency market, with the first municipal truck already in service with the City of Madison, Wisconsin. The Striker® Volterra performance hybrid Aircraft Rescue and Fire Fighting (ARFF) vehicle is available for demonstration, as available, at customer locations. Refer to "40. Volterra Press Release.pdf" in Additional Documents folder for more information. • Idle Reduction Technology (IRT) - Power NFPA 1901 required devices, user-defined mission critical on-scene loads, and HVAC climate control with the main chassis engine shut down for one hour of run time at 150 amps. Featuring built-in safety interlocks and Pierce Command Zone™ auto-start for battery power monitoring and engine re-start, departments can work more safely and efficiently without a second thought. Pierce Idle Reduction Technology is an option on new apparatus and as an aftermarket solution Refer to "40. Pierce-Manufacturing-Idle-Reduction-Technology-6-21.pdf" in Additional Documents folder for more information. • Ascendant® class of aerial products – Pierce patented design that offers 107' of vertical reach and 100' of horizontal reach; rated at a 750 lb (dry) / 500 lb (wet) tip load capacity with an additional 100 lb equipment allowance; flow up to 1,500 gpm and is capable of a store front blitz feature as standard. • Pulse - Customized in-house truck configurator that allows us to build to the customer's level of customization • TAK-4® Suspension – offers shorter stopping distance, no brake steer, improved ride quality, and proven technology used by the US military. • Command Zone™ III electronics – provides vehicle reliability, easy serviceability, 5-yr standard warranty • Pierce Ultimate Configuration (PUC™) - Eliminates the pumphouse so you can build your apparatus around your needs and not the pump. It minimizes vehicular space used for fire suppression and maximizes space for equipment while still providing big pump, foam and CAFS capabilities. • Husky™ foam systems - Hydraulic drive powered; Single point, direct injection, flow-based system using digital technology to indicate pump position and a flow meter; a built-in flush system, equipped with an auxiliary foam pick-up; a foam tank refill system is available to fill the foam tank(s) from the ground. • Snozzle® HRET – The Snozzle High Reach Extendible Turret is available is a 50 ft or 65 ft configuration. Our HRET is available on the Oshkosh Striker 4x4, 6x6 and 8x8. • Eco EFP™ Foam Measurement System – Measure foam percentages from every discharge on the vehicle without using foam on the Oshkosh Striker vehicles. Eco EFP measures both the solution and foam flows on the vehicle, and even archives the testing data with a time and date stamp for three years. Refer to "40. Eco EFP Brochure.pdf" in Additional Documents folder for more information. The Company's advanced design and engineering capabilities have contributed to the development of innovative and/or proprietary, severe-duty components that enhance vehicle performance, reduce manufacturing costs and strengthen customer relationships. The Company's advanced design and engineering capabilities have also allowed it to integrate many of these components across various segments and product lines, which enhances its ability to compete for new business and reduces its costs to manufacture its products compared to manufacturers who simply assemble purchased components. The Company has been a supplier of electric-powered products for more than 20 years and recently launched several new products that leverage zero emissions electrification for mobility across all segments.	*

41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Oshkosh Corporation, including Pierce and its sister segments, have Environmental Policies & Procedures including, but not limited to, an Environmental Protection Policy and an Energy Management Policy. Please refer to our response in question 18 on our recent award achievements as well. Refer to "9. 2020_Sustainability_Report.pdf" in the Financial Strength and Stability folder. Pierce Sustainability Efforts Sustainability is defined as “meeting the needs of the present without compromising the ability of future generations to meet their own needs.” Pierce is continuously improving how we make and distribute products. It’s about reducing the environmental impact of our products and production, improving workplace conditions, reducing costs, increasing value, and being active in our communities. Pierce has established waste and energy Key Performance Indicators (KPIs) and are developing and implementing plans to meet these goals month over month. KPIs are tracked, recorded, and shared monthly with the teams and our sister segments including Corporate. Oshkosh Corporation conducts internal environmental audits using a third-party environmental auditing tool. These audits are completed on all sites on a rotating basis. Each facility is audited at least once every three years. Pierce is an active member of the Dow Jones Sustainability Index (DJSI). The Dow Jones Sustainability Indices (DJSI) launched in 1999, are a family of indices evaluating the sustainability performance of the largest 2,500 companies listed on the Dow Jones Global Total Stock Market Index. Department of Energy’s Better Buildings, Better Plants Program Pierce along with the other Oshkosh segments demonstrate our commitment to improving energy performance by signing a voluntary pledge to reduce our energy intensity by 25% over a ten-year period with the U.S. Department of Energy’s Better Buildings, Better Plants Program. Leading manufacturers and industrial-scale energy using organizations implement cost-effective energy efficiency improvements that save energy and improve competitiveness. ISO 14001:2015 Environmental Management System To further solidify and standardize our environmental performance, Pierce Manufacturing and the Airport Products Group are in the process of formalizing an Environmental Management System for our Neenah manufacturing facility in accordance with ISO 14001:2015. Refer to "16. ISO 14001 Oshkosh Airport Products.pdf" in Financial Strength and Stability folder. Community – Goodwill Pierce works with the local Goodwill in many different facets. One is the reuse of our safety glasses. Our friends at Goodwill clean and repackage the glasses for reuse at our facilities. It is a cost savings, but most importantly it is helping our community and reducing waste to landfill.	*

42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Pierce Manufacturing has received certifications and awards towards our commitment to energy efficiency, conservation, and sustainability. All certifications and awards are driven through Key performance Indicators (KPIs), auditing and continuous performance throughout the Pierce family and Oshkosh Corporation. Certifications and awards are attached and linked for reference. CERTIFICATIONS: ISO 14001:2015 Certification Our Neenah, WI facility has received the ISO 14001:2015 certification, demonstrating our strong commitment to performance, implementation of a world-class environmental management system, and completion of a rigorous third-party evaluation. TRUE Zero Waste Certification The Total Resource Use and Efficiency (TRUE) Zero Waste certification program, administered by Green Business Certification Inc., provides rigorous third-party certification for zero waste goals. Facilities earn credits toward certification for activities in redesigning processes, reducing waste, reusing materials, and finding solutions other than landfill for waste. Our Neenah, WI facility has achieved TRUE certification at the Gold Level. AWARDS: The advances Pierce has made in sustainable practices thus far have been recognized by numerous agencies, both governmental and private. Additionally, we have obtained certifications and joined programs which serve as pledges to our continuous improvement in sustainability and environmental stewardship. The majority of the awards referenced below you will also find in the table 3 question 18. Energy Efficiency Excellence Award The Energy Efficiency Excellence Award recognizes business participants of Focus on Energy, Wisconsin's statewide energy efficiency and renewable resources program, who have demonstrated an outstanding commitment to reducing energy waste by implementing energy-saving upgrades in their facilities and operations. In 2020, Pierce was honored with this award for our efforts in reducing energy in our products and production. Wisconsin Recycling Excellence Award The Department of Natural Resources recognizes outstanding recycling and waste minimization efforts through its annual Recycling Excellence Award program. Pierce received the Overall Program Award in 2020 for our diverse and extensive waste reduction efforts. GREEN / SUSTAINABILITY: Dow Jones Sustainability Index Our sustainability efforts have been recognized through our inclusion on the Dow Jones Sustainability World Index (DJSI). The DJSI, is a family of best-in-class benchmarks which track the stock performance of the world's leading companies in terms of economic, environmental, and social criteria. 2021 marked the third consecutive year we were named to the Index, highlighting our commitment to sustainable business practices. World's Most Ethical Companies In 2021, we celebrated our sixth consecutive year being named one of the World's Most Ethical Companies by Ethisphere™. The assessment considers over 200 data points on culture, environmental and social practices, ethics and compliance activities, diversity and inclusion, and initiatives to support a strong value chain. Green Masters The Green Masters Program is an assessment and recognition program for Wisconsin businesses interested in improving and being recognized for their sustainability initiatives. 2021 marked the seventh consecutive year we were deemed a Green Master, indicating that we are in the top 20% of companies evaluated.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Oshkosh Corporation is a large publicly traded company and does not qualify for diversity certifications. However, as an organization Oshkosh is a member of National Minority Supplier Development Council (NMSDC). At Oshkosh Corporation we are about building, protecting and serving communities throughout the globe. We are committed to working with a diverse supply base that is representative of our customers and the communities we serve. Refer to "43. Oshkosh Supplier Diversity.pdf" in Additional Documents for more information.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Oshkosh Corporation is a trusted partner with over 100 years in business, focused on innovation with the customer in mind. With our work in electrification and intelligent products, we will continue to lead in the specialty truck manufacturing market. Our customers benefit from the size and scale of a large organization yet receive focused attention from our subsidiaries and their respective dealerships. Pierce is a leading manufacturer of customized fire apparatus with a dealer network second to none. The longevity, stability, and family tradition in the fire industry that is threaded throughout our dealer network sets us apart from others. Our partnership with the other segments within the Oshkosh Corporation and the backing of our parent company, Oshkosh Corporation leverages innovation and financial strength. Pierce understands the customer's needs and provides the detail, the commitment, and the follow through long after the apparatus is delivered. Oshkosh Airport Products completes the full products supported by this contract through its Oshkosh Striker ARFF. Airport Products is dedicated to leading the way in technology, product support and customer service in the ARFF market.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, Our one-year bumper to bumper warranty covers all product, parts, and labor. Pierce, the “manufacturer”, warrants each newly manufactured fire apparatus to the original end user/purchaser of specified periods stated below from the date of delivery. The standard Cab & chassis warranty provides a one-year warranty that warrants against defects in product, workmanship, and/or design. This warranty shall apply provided the vehicle is properly maintained. Nothing contained in this warranty shall make the Manufacturer liable beyond the express limitations hereof, for loss, injury, or damage of any kind to any person or entity resulting defect or failure of the product (except as covered by Product liability insurance). Refer to "45. 01-WA0008 100208 Pierce 1 year.pdf" and "45. Oshkosh 1 Year Basic Vehicle Warranty.pdf" in the Warranty folder for our standard 1 year warranty. The Manufacturer’s warranty shall not apply to the following: • Wear items • Normal adjustments and maintenance services. • Failures resulting from the product being operated in a manner not in accordance with the operation manual or for a purpose not recommended by the Manufacturer. • Any product which shall have been repaired, modified, or altered in any way to have been adversely affected the unit’s stability or reliability. • Items subjected to misuse, negligence, accident, or improper maintenance. • Loss of time or use of the product, inconvenience, or other incidental expenses. The authorized Pierce dealer manages all warranty issues on behalf of the end customer. The Pierce dealer utilizes an online claim filing system known as One Warranty for claim processing. Pre-approval for a claim or request for credit (post- correction claim) can be filed via the One Warranty system in the event a warrantable failure is found. All Standard and Extended Warranty claims are subject to specific Standard and Extended Warranty guidelines. Specific warranties exist for particular makes, models, chassis, options, etc. for Pierce products. Specific warranty bulletins are provided at time of sale to the end customer. Refer to a sampling of our other warranty statements and manufacturers' statements on engines, transmissions, water pump, etc. in the Warranty folder. A summary of warranty is also available "45. Warranty Overview.pdf".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We do have some base and extended warranties that have mileage limitations set to them. Limitations varies based on the options of the vehicle. Examples of base warranties are our structural warranties which carry a 100,000-mile limit. Extended warranties carry various mileage limits based on the specific coverage. Paint warranties are prorated based on age of the unit.	*
47	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	We pride ourselves with the coverage we have across the nation. There are no areas that we do not have coverage throughout US or Canada. Warranty is managed through our Pierce authorized dealers and dealer travel expenses are covered per our established internal One Warranty guidelines. Airport Products warranty is managed through authorized service representatives or our internal resources. Travel expenses are covered per our established internal one Warranty guidelines.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Pierce prides themselves in the coverage we have across the nation. Pierce requires a certified technician for each area Therefore we are to support all regions throughout US or Canada. Airport Products will provide service through internal or external service representatives.	*

49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Major components installed but not manufactured by Pierce or Airport Products are covered under original equipment manufacturer's warranties passed through to end user/customer. These include, but are not limited to, engine, transmission, water pump, ABS, and axles. Component Warranties In some cases, suppliers will offer warranties beyond the Pierce or Airport Products one-year warranty. Warranties provided by individual suppliers other than Pierce or Airport Products apply after the one-year vehicle warranty. The administration of individual supplier warranties, per the supplier, are to be addressed directly with the supplier themselves.	*
50	What are your proposed exchange and return programs and policies?	Pierce offers a return/exchange program for aftermarket parts only to the purchaser (Pierce dealer) and the dealer may extend this and other terms and conditions to the end customer. Aftermarket Parts Warranty Pierce and Airport Products warrants the purchaser that the parts sold by aftermarket be free from defects in product and workmanship for the period of six months from the delivery of the product. This Parts Warranty does not include freight, labor, travel, or markup. It is a part warranty only. Return of Defective Parts If parts used in the repair of an apparatus are required to be returned to Pierce, Dealers will receive notification. Dealers have up to 30 days to return the defective component or the warranty claim will be rejected.	*
51	Describe any service contract options for the items included in your proposal.	Authorized Pierce dealers may offer service contracts for preventative maintenance purposes. No service contracts are included in this proposal.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	All sales of Pierce apparatus are sold through the authorized Pierce dealers. Payment terms are Cash on Delivery (COD) or prepayment unless otherwise agreed upon by the Pierce dealer. Oshkosh Airport Products' standard payment terms are net 30 days after delivery of vehicle. Accepted payment methods include check and wire transfer.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	The same logic behind our custom chassis applies to our financial services: Tailor the product to the department, not the other way around. The Company offers two- to fifteen-year municipal lease financing programs to its Fire & Emergency segment customers in the U.S. through the Pierce Financial Solutions program, provided by PNC Equipment Finance. Programs include competitive lease financing rates, creative and flexible finance arrangements and the ease of one-stop shopping for customers' equipment and financing. The Company executes the lease financing transactions through a co-branded arrangement with an independent third-party finance company. The Company typically provides credit support in connection with these financing and leasing arrangements With industry-leading tax-exempt rates, zero documentation fees, flexible payment plans and quick approvals that can bypass voter referendums, we make it easy to get behind the wheel of your new Pierce. Refer to "53. Pierce Financial Solutions Testimonials.pdf" and "53. Financial_Solutions.pdf" in the Additional Documents folder.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Pierce has a variation of standard warranty documents. Sample documents are included in the warranty document uploads. No standard transaction documents are being requested to use in connection with an awarded contract. No service contracts are included in this proposal. Authorized Pierce dealers may offer service contracts for preventative maintenance purposes.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Pierce, Airport Products, and their independent dealers do not find that P-card procurement and payment feasible due to the size and build complexity of our products	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Combination of line item and percentage discount are provided in an attached PDF document identified as follows • Product Category • Identification ID# • Product Description • List Price • Percentage off per product • Line Item (Contract) Price The Percentage Discount items are also applicable to the unpublished options added to the published base specification with a standard discount off of List contingent on the product.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing presented in this proposal represents a 5.5% discount from Pierce's list price for unpublished options. ARFF products (Airport Products) represents a 7% discount off of list price.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Multi-Unit Purchase Discount: Additional discounts may be available for identical multi-unit purchases. Discount varies dependent upon the number of identical units, the configuration of the units, and will be handled on a case-by-case basis. Pre-Payment Discount Discount amount varies dependent upon apparatus price, delivery schedule, extent of pre-payment, and applicable rate. If elected, payment for the entire contract amount is due within thirty (30) days of contract execution. This deduction is in addition to all other discounts listed above. If this option is elected, final payment for any changes processed during manufacturing is due prior to the unit leaving the factory for delivery. Payment & pricing options: Chassis Progress Payment Discount: Discount of approximately 3% of the custom chassis price is offered if a chassis progress payment is made three (3) months prior to the RFP (ready for pick up from the factory) date. Example: Chassis progress payment in the amount of $220,714.00 could earn a discount of ($6,621.00). This discount is not available for Commercial chassis products. Aerial Device Progress Payment Discount: Discount of approximately 2% of the aerial device price is offered if an aerial device progress payment is made two (2) months prior to the RFP (ready for pick up from the factory) date. Example: Aerial device progress payment in the amount of $310,385.00 could earn a discount of ($6,207.00).	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced or open market items may be provided by the Pierce authorized dealer and would be quoted at time of request.	*

60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pre-Delivery Expenses Dealer provided options can be added to the apparatus contract upon request and will be handled by the Pierce authorized dealer. Dealer provided options can vary depending upon the customer's request and can include but are not limited to the items listed below. Pricing will be provided to each customer upon request and varies by dealership and customer location. Factory inspection trips Weekly construction photo progress reports Orientation DVD specific to your apparatus Loose Equipment Engine and or transmission diagnostic software Loose equipment (open market items) such as but not limited to monitors, hose, intercom system, radio equipment, and rescue tools and equipment Pre-delivery service consisting of basic fluids and filters Custom fabrication for tool mounting and communication equipment Other items as requested by customer and deemed sourced or open market Delivery Sales and other taxes, license, handling, or title fees are also not included.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Transportation Expenses Prices quoted in RFP #113021 are FOB Manufacturer's facility. Transportation of the apparatus from the factory to the customer's facility can be added to the contract. In most cases the apparatus is delivered to the Pierce authorized dealer facility in the area for a Pre-Delivery inspection and the installation of any dealer provided options, if applicable. If there is not a Pierce authorized dealer facility near the customer location, the apparatus may be delivered directly to the facility. The cost for this transportation varies dependent upon the type of apparatus and the proximity of your facility to the location of the manufacturer's facility. Delivery is conducted in accordance with DOT regulations. Delivery charges can vary based on the logistic or shipping location and requirements for example, more if flatbed, barge, or container ship transport is required.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and Delivery programs for areas such as Alaska, Hawaii, or any offshore delivery requires coordination of different transit methods. Most often the apparatus is flatbed to the port destination, prepared for ocean transit, and travel to final destination (roll-on/roll off vessel is preferred). This unique shipping and delivery requirements are priced on a case-by-case basis as required. Shipping within the contiguous US states and Canada, shipping is calculated using numerous factors including but not limited to the type of apparatus which impacts permits as well as the distance to destination. Shipping expenses are not included in the base specifications cost.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For ARFF vehicles, due to size and weight restrictions all trucks will be transported via low-boy or flatbed. All required licenses and permits will be obtained prior to shipment.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pierce will not favor one GPO over another. Therefore, pricing model is consistent across all.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Pierce takes pride in upholding the integrity of the programs and contracts we participate in. System software changes have been built to facilitate the information gathered throughout any of our programs to efficiently run reports on demand. These reports are run at a minimum monthly for internal audit purposes and quarterly for contract requirements. All base specifications and additional upgrade options have been created in our customized truck configurator tool, PULSE so that a Dealer can copy that base specification to confirm line-item pricing. Any changes made to the base specification is then controlled and captured in a Change Report that can be validated to honor the Percentage Discount on options added. The process (see additional documents) outline shows that Pierce has a closed-loop process that provide checks and balances for all involved. Our reporting capabilities for other contracts have been noted to be timely, thorough, and accurate. The volume of sales under our consortium programs requires Pierce to have a well-defined and efficient process Awarded contracts are audited on product cost, labor efficiencies, product margin and customer satisfaction. Refer to "Table 13. Question 65 Audit and Administrative Fee.pdf" in Pricing folder.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis Pierce will provide the percentage of Sourcewell orders to each authorized dealer in which they can compare to the prior year, this is provided in their monthly dashboards.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The Administrative Fee that Pierce will pay to Sourcewell for this proposed contract is aligned with the other contracts awarded to Pierce to create alignment and consistency. That fee will be a flat $2000.00 USD per customer purchase order or separate contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Pierce is offering an array of fire apparatus to meet the customer's needs across the US and Canada, including Hawaii and Alaska. Authorized Pierce dealers may offer service contracts for preventative maintenance purposes. Our product portfolio includes the industry standard categories: Custom and Commercial Pumper products Aerial products, Command, ARFF, Rescue products, Tanker products, and Specialty vehicles. CUSTOM AND COMMERCIAL PUMPER PRODUCTS Pumper products include commercial and custom chassis with varying body sizes, pump rates, water tank capacity, and pump module style. AERIAL PRODUCTS Aerial products include ladders, platforms, and tillers. These provide ladder lengths ranging from 61' – 110'. Selections will include various axle configurations, pumping rates, ladder styles, and material. EMERGENCY RESPONSE VEHICLES - Designed to support the demands of emergency response. Many models fall under this category such as large mobile command, mid-size command vehicle, small mobile command, and cru 22mobile command vehicle. RESCUE PRODUCTS Rescue products will include commercial and custom chassis offerings along with a walk-in or non-walk-in style. The configuration capabilities vary but includes capacity to integrate complex A /V, network and radio systems, air tool systems, breathing air systems with compressors, hydraulic rescue tool systems and winching capabilities, crew seating with storage, and custom fabricated shelves and trays. TANKER PRODUCT Tanker products offer a dual role of water transport and on-the-spot firefighting. Pierce offers Elliptical tankers, Tanker/Pumper models, Dry side and Wet side styles to choose from. Each tanker is custom designed to accommodate the fire department's water, foam and equipment storage needs. Pierce Tankers feature solid, lightweight, corrosion-free polypropylene tanks. The tanks are form-fitted specifically for Pierce vehicles and come with a lifetime warranty. SPECIALTY VEHICLES Specialty vehicles are those unique vehicles that have a purpose in which just one may be needed. Specialty vehicles may range from a mini pumper to a Wildland Type III vehicle or a Industrial Fire Fighting Vehicle. Maxi-Metal Partnership MAXIMETAL PRODUCTS- are distributed in the USA through PIERCE MANUFACTURING and the dealer network under the brand name "CONTENDER BY MAXIMETAL. The "Contender by MAXIMETAL" product line will be submitted by MAXI-METAL for consideration. Aircraft Rescue and Fire Fighting Vehicles (ARFF) – Airport Products offers the Oshkosh Striker 4x4, 6x6 and 8x8 along with the Stinger Q4 RIV (Rapid Intervention Vehicle). The ARFF vehicle will be equipped to meet NFPA 414 requirements with optional equipment and configurations to meet individual airport needs.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see question 68 subcategories as they are described. There is also literature included to provide the breath of products we sell, service and support. No service contracts are included in this proposal. Example below of subcategories Category - Emergency Response Vehicles , ARFF, Aerial, Pumper, Rescue, Tanker, Specialty Subcategory - Ladder, Pumpers, Walk In, Pumper Tanker, Wildland, Platforms, Rescue -Pumper, Non Walk-In Dry-side Tanker, Mini-Pumper, Command	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers	(•) Yes ( ) No	Frontline leads service on command and communications.	*
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	(•) Yes ( ) No	N/A	*
72	Aircraft rescue and firefighting vehicles	(•) Yes ( ) No	Oshkosh Airport Products	*
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	(•) Yes ( ) No	Pierce has a variety of custom built chassis that you will find within the documents	*
74	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72 above	(•) Yes ( ) No	Can be open source Offering is only in conjunction with a new order.....	
75	Services related to the offering of the solutions described in Lines 70-74, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support	(•) Yes ( ) No	We are required to provide training of our vehicle per compliance with NFPA. We do provide options within our proposals for this, and extended durations that have added cost associated.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
76	Describe available service and repair options for the equipment and products offered in your proposal.	Pierce Master Technician Program The Pierce Master Technician Program is focused on recognizing service technicians throughout the dealer network for their knowledge and ability to provide expert service on Pierce apparatus. With this tiered level program, a technician can work their way up from having one certification to the level of Master Technician. Active participation in the ASE & EVT programs is encouraged. A Pierce Master Technician must successfully complete the defined core classes dedicated to exclusive Pierce products. A cumulative final exam is taken upon completion of the core classes to obtain a Pierce Master Technician status. Pierce has over a 150 Master Technicians certified.	*
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	Remount and refurbished services are offered however each job is quoted independently from one another. This is required due to the complexity to refurb or remount. Refurb and remount pricing will not be part of this submission however pricing can vary depending on the repair or service needed.	
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	Pierce fire apparatus are built with pride and dedication to a product that helps save lives. We have many internal quality check points throughout the build process and before the fire apparatus can be delivered it must go through third party testing by Underwriters Laboratories (UL). Pierce contracts with Underwriter's Laboratories to inspect Pierce apparatus for compliance to NFPA standards. Every NFPA 1901 apparatus manufactured in the Appleton facility is reviewed by a UL certified inspector after it is completed. Each apparatus is subjected to a visual inspection of construction and installed components such as chassis, driving and crew compartments, body compartments, steps, warning lights, reflective trim, warning, and instructional labels, etc. The inspection checklist, based on apparatus type, may have over 100 items to check. Once the UL inspection is complete a certification of NFPA compliance is provided to the customer upon delivery of their fire apparatus. Oshkosh ARFF products comply with latest edition of NFPA 414 and the Federal Aviation Administration Advisory Circular (AC) 150/5110-10E.	
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	CERTIFIED: UL/ULC NFPA 1901 UL Certification & UL Canada (ULC) Certification Pierce is the first fire apparatus manufacturer to be both 3rd party certified to NFPA 1901-2009 edition and ULC listed to Canada ULC-S515-04 standard by Underwriters Laboratories. Stages of testing include road, pump, weight, brake, performance and aerial application. All products must pass all tests before a truck is released into Canada. This commitment to quality applies to trucks sold in the U.S. as well. All chassis' comply with Canadian Motor Vehicle Safety Standards CMVSS. Oshkosh ARFF products comply with latest edition of NFPA 414 and the Federal Aviation Administration Advisory Circular (AC) 150/5110-10E. We will work with the customer on specific Canadian requirements to ensure compliance as needed.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Table 12. Pricing.zip - Tuesday November 30, 2021 15:16:30
- Financial Strength and Stability - Table 2. Financial Strength and Stability.zip - Tuesday November 30, 2021 14:31:23
- Marketing Plan/Samples - Table 7. Marketing Plan.Samples.zip - Tuesday November 30, 2021 13:40:24
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Table 9. Warranty Information.zip - Tuesday November 30, 2021 13:41:02
- Standard Transaction Document Samples - SALES_TEMPLATE_Sales Proposal Order Form .pdf - Tuesday November 30, 2021 13:43:12
- Upload Additional Document - Additional Documents.zip - Tuesday November 30, 2021 16:02:10

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michelle Swokowski, Sales Operations Manager, Oshkosh Corporation/ Pierce Manufacturing/ Oshkosh Airport Products

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Fire_Apparatus_RFP_113021 Sat November 20 2021 12:53 PM	☑	5
Addendum_3_Fire_Apparatus_RFP_113021 Thu November 11 2021 02:09 PM	☑	1
Addendum_2_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☑	1
Addendum_1_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☑	1

SOURCEWELL CONTRACT #113021 - PIERCE MANUFACTURING INC: PRODUCT & PRICE LISTING
Base specification pricing is as shown below while any customization may receive additional charges or discounts.
Option pricing is 5.5% off List as noted in our RFP response. Administrative fee of $2000 per invoice.
Pricing Effective April , 2022

ConsortiumID	Product Description	List/MSRP Price	Discount off List/MSRP	Publish Price with Discount
AERIAL PRODUCT				
296	Aerial - 100' AAT - Quint - Alum Body	$1,541,002.15	5.5%	$1,456,247.03
202	Aerial - 100' AAT - No Pump - Alum Body	$1,458,037.70	5.5%	$1,377,845.63
232	Aerial - 105' HSL - No Pump - Alum Body	$1,086,988.73	5.5%	$1,027,204.35
242	Aerial - 75' HSL - XT - Tandem Axle - Quint - Alum Body	$1,073,865.67	5.5%	$1,014,803.06
225	Aerial - 100' RMAP - Quint - Alum Body	$1,499,401.56	5.5%	$1,416,934.48
223	Aerial - 100' RMAP - No Pump - Alum Body	$1,397,522.73	5.5%	$1,320,658.98
239	Aerial - 61' SkyBoom - Single Axle - Quint - Alum Body	$859,647.35	5.5%	$812,366.75
244	Aerial - 75' HAL - Single Axle - Quint PUC - Alum Body	$1,097,758.14	5.5%	$1,037,381.44
233	Aerial - 105' HSL - Quint PUC - Alum Body	$1,228,034.25	5.5%	$1,160,492.37
230	Aerial - 100' RMSP - No Pump - Alum Body	$1,445,875.58	5.5%	$1,366,352.42
238	Aerial - 110' ASP - Single Axle - Quint - Alum Body	$1,230,564.09	5.5%	$1,162,883.07
251	Aerial - 107' ASL Tiller - 750/500 Tip - 35 mph wind - Single Axle - No Pump - Alu	$1,480,635.84	5.5%	$1,399,200.87
250	Aerial - 107' ASL Tiller - 750/500 Tip - 35 mph wind - Single Axle - Quint - Alum I	$1,574,489.53	5.5%	$1,487,892.61
240	Aerial - 75' HSL - Single Axle - Quint - Alum Body	$1,024,762.68	5.5%	$968,400.73
316	Aerial - 107' ASL - Single Axle - Quint - Alum Body	$1,094,210.07	5.5%	$1,034,028.51
236	Aerial - 107' ASL - Tandem Axle - Quint - Alum Body	$1,196,280.83	5.5%	$1,130,485.39
231	Aerial - 105' HSL - Quint - Alum Body	$1,183,952.51	5.5%	$1,118,835.12
228	Aerial - 100' RMSP - Quint - Alum Body	$1,467,332.69	5.5%	$1,386,629.39
234	Aerial - 107' ASL Tiller - 750/500 Tip - 50 mph wind - Single Axle - No Pump - Alu	$1,414,108.25	5.5%	$1,336,332.30

PUMPER PRODUCT				
252	Pumper - 1500GPM - 189 " PUC	$616,777.23	5.5%	$582,854.48
253	Pumper - 1250GPM - 152" 2nd Gen	$283,579.42	5.5%	$267,982.55
254	Pumper - 1250GPM - 152" 2nd Gen	$272,981.21	5.5%	$257,967.25
255	Pumper - 1250GPM - 152" 2nd Gen	$290,648.52	5.5%	$274,662.85
219	Pumper, Cummins 330Hp, 500WT, 1000GPM	$372,625.50	5.5%	$352,131.09
257	Pumper - 1250GPM - 184" Pumper/Tanker	$499,024.07	5.5%	$471,577.75
258	Pumper - 1250GPM - Responder	$259,466.83	5.5%	$245,196.15
260	Pumper - 1250GPM - 152" 2nd Gen	$511,330.47	5.5%	$483,207.30
259	Pumper - 1250GPM - 152" 2nd Gen	$546,186.85	5.5%	$516,146.57
1801	Pumper - Paccar 510 HP, 1,500 GPM, 189" HDRP	$826,996.79	5.5%	$781,511.97
RESCUE PRODUCT				
261	Rescue - Non Walk In - Single - 12'	$193,937.37	5.5%	$183,270.81
266	Rescue - Non Walk In - Single - 18'	$238,589.82	5.5%	$225,467.38
264	Rescue - Non Walk In - Single - 18'	$247,993.19	5.5%	$234,353.56
211	Rescue - Non Walk In - Single - 18.5'	$564,496.42	5.5%	$533,449.12
271	Rescue - Non Walk In - Tandem - 23.5'	$662,382.91	5.5%	$625,951.85
267	Rescue - Walk In - Single - 18.5'	$368,111.60	5.5%	$347,865.46
265	Rescue - Walk In - Single - 18.5'	$373,633.77	5.5%	$353,083.91
268	Rescue - Walk In - Single - 18.5'	$386,187.92	5.5%	$364,947.59
269	Rescue - Walk In - Single - 18.5'	$585,888.23	5.5%	$553,664.38
TANKER PRODUCT				
273	Tanker - Cummins 300Hp, 2000WT, 500GPM, Single	$355,826.76	5.5%	$336,256.29
275	Tanker - Navistar 315Hp, 2000WT, 500GPM, Single	$345,491.29	5.5%	$326,489.27
277	Tanker - Paccar 330Hp, 2000WT, 500GPM, Single	$305,724.25	5.5%	$288,909.41
284	Tanker - Cummins 400Hp, 2000WT, 1000GPM, Single	$560,213.40	5.5%	$529,401.66
282	Tanker - Cummins 400Hp, 1800WT, 1000GPM, Tandem	$568,878.43	5.5%	$537,590.12
274	Tanker - Cummins 330Hp, 3000WT, 500GPM, Tandem	$377,856.75	5.5%	$357,074.63
276	Tanker - Navistar 330Hp, 3000WT, 500GPM, Tandem	$356,908.27	5.5%	$337,278.31
278	Tanker - Paccar 330Hp, 3000WT, 500GPM, Tandem	$357,842.93	5.5%	$338,161.56
283	Tanker - Cummins 400Hp, 2000WT, 1000GPM, Single	$592,242.66	5.5%	$559,669.31
281	Tanker - Cummins 450Hp, 3000WT, 1000GPM, Tandem	$660,976.69	5.5%	$624,622.97
1796	Tanker, Freightliner, 2100 WT, 1000 GPM, Single	$294,920.83	5.5%	$278,700.19
1795	Tanker, Freightliner, 3000 WT, 1000 GPM, Tandem	$321,959.35	5.5%	$304,251.59

SPECIALTY PRODUCTS					
285	Specialty Product - Ford 330Hp, Utility		$173,335.68	5.5%	$163,802.22
213	Specialty Product - Ford 330Hp, 200WT, 750GPM, Mini Pumper		$277,797.37	5.5%	$262,518.51
214	Specialty Product - Cummins 360Hp, 500WT, 500GPM, Wildland Type III		$404,177.74	5.5%	$381,947.97
FRONTLINE PRODUCTS					
100	C-20 Ford Transit 4x4 Mobile Command Unit, 10,360 GVWR, 20-ft length, 7kW generator, three workstations,	$	188,544.81	5.5%	$178,175.00
200	C-25 Ford F-650, 26,000 GVWR, Modular aluminum body, 25-ft length, 8kW generator, three workstations	$	419,647.66	5.5%	$396,568.00
300	C-30 Freightliner M2-106, 33,000 GVWR, Modular aluminum body, 30-ft length, 12kW generator, four workstations	$	520,443.99	5.5%	$491,820.00
400	C-35 Freightliner M2-106, 33,000 GVWR, Modular aluminum body. 35-ft length, 20kW generator, five workstations	$	594,984.73	5.5%	$562,261.00
500	C-40 Freightliner M2-106, 54,000 GVWR, Modular aluminum body, 40-ft length, 20kW generator, eight workstations	$	658,298.37	5.5%	$622,092.00
600	C-53TX-2 Custom Trailer, 53-ft length, Modular aluminum body, 30kW generator, large conference table, galley, IT room, lavatory.	$	1,141,962.32	5.5%	$1,079,155.00

12. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Rick Tadder, Management Services Director

Date: 04/11/2022

Meeting Date: 04/19/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-07: An ordinance of the Council of the City of Flagstaff, Arizona approving the form and authorizing the execution and delivery of a loan agreement with the Water Infrastructure Financing Authority of Arizona from its Clean Water Revolving Fund program; delegating the determination of certain matters relating thereto to the Mayor, the City Manager and the Management Services Director of the City; providing the transfer of certain moneys and making certain covenants and agreements with respect thereto; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by such loan agreement and this ordinance and declaring an emergency.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-07 by title only for the final time
2) City Clerk reads Ordinance no. 2022-07 by title only (if approved above)
3) Adopt Ordinance No. 2022-07

Executive Summary:

This ordinance allows for the City of Flagstaff to enter into a loan agreement with the Water Infrastructure Finance Authority (WIFA) for the purpose of financing certain cost of the Rio de Flag Flood Control Project. An ordinance is required to borrow money, pursuant to City Charter ARTICLE VI - FINANCE AND TAXATION, Section 5 - WHEN ACTIONS ARE TO BE TAKEN BY ORDINANCE.

At the second read of this Ordinance, staff is seeking Council's approval to adopt the Ordinance with an emergency clause. The Ordinance would be required to be adopted with a vote of three fourths of all members elected or appointed to the Council. Due to the changing financial environment, delay in authorizing the financing will have an impact to the Stormwater Fund and the resources to deliver future projects for health and safety purposes.

Financial Impact:

The City anticipates a WIFA loan will be issued in April 2022 for the Rio de Flag Project. This will be the first issuance of debt related to the Rio de Flag Flood Control Project. Debt service has been budgeted in the Stormwater 5-Year Plan. In December 2018 City Council adopted Stormwater rates to generate revenues sufficient to allow the City to issue approximately $36 million in revenue-backed debt to fund major Stormwater capital improvement projects.

Policy Impact:

None

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

PRIORITY BASED BUDGETING KEY COMMUNITY PRIORITIES:
Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
Safe & Healthy Community: Foster a safe, secure, and healthy community.

REGIONAL PLAN:
Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.
Goal WR.6. Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.

CARBON NEUTRALITY:
CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.
CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

Has There Been Previous Council Decision on This:

On July 5, 2019 Council adopted Reimbursement Resolution 2019-42 declaring the City's official intent to reimburse itself for an original expenditure with proceeds from a reimbursement bond, for up to $18,000,000 for stormwater projects.

On February 15, 2022 Council adopted Resolution 2022-06 authorizing the City to apply to WIFA for a loan of up to $20,000,000 for the Rio de Flag Flood Control Project.

Options and Alternatives:

- Approve the Ordinance as written allowing the City to move forward with the loan agreement.
- Recommend changes to the Ordinance modifying the loan agreement.
- Do not approve the authority to enter into a loan agreement. This will delay financing of infrastructure and may result in higher interest rates.

Background/History:

The City of Flagstaff has been working several years with the U.S. Army Corps of Engineers for the construction of the Rio de Flag Flood Control Project. For more information on the project, please visit this website: https://www.flagstaff.az.gov/4189/Rio-De-Flag-Flood-Control-Project. As part of the Project Cooperation Agreement, the City of Flagstaff agreed to share cost of the project. In July 2020, the U.S. Army Corps of Engineers submitted a request for the City of Flagstaff to provide $15,077,177 as part of the cost sharing agreement to provide funding for the continued design and construction of the Rio de Flag Flood Control Project. The City has always intended on financing this portion of the shared costs. In addition, the City anticipates financing the cost of future land and right-of-way acquisitions, future studies and various cost required for the project.

Staff worked with our Financial Advisor, Stifel, Nicolas and Company (Stifel) to determine the best financing approach. The City and Stifel, contacted the state's Water Infrastructure Financing Authority (WIFA) to discuss the project and financing needs of the City. WIFA is responsible for helping smaller to medium-sized communities lower the cost of financing water and wastewater projects. WIFA is authorized to finance the construction, rehabilitation and/or improvement of drinking water, wastewater, wastewater reclamation, stormwater and other water quality facilities/projects. The term of the loan is

estimated to be 25 years and may include $1 million or more of forgivable principal (grant funds). WIFA will also provide low-interest rate loans (subsidized by the federal government) and which is currently estimated at less than 2.0%. Stifel is assisting the City with providing WIFA the required Project Finance Application and related documentation for this project and is anticipated to be discussed and approved at the Arizona Finance Authority Board of Directors meeting in April of 2022.

The proposed ordinance includes the maximums contemplated to be issued to provide the greatest flexibility in both amount and timing. While the purpose of this agenda item is to approve an ordinance to allow the City to issue debt, we have included a draft WIFA loan agreement as an informational document you may review. This document has been reviewed by our Financial Advisors and Bond Counsel, Greenberg Traurig, LLP. Once we have WIFA support to move forward with the loan, these documents will be updated to the final form. Final documents will be available upon request to the Management Services Director.

Expanded Financial Considerations:

The new loan will be paid through existing Stormwater rates.

Community Involvement:

The process to authorize the issuance of debt is to INFORM the public.

Attachments: Ord. 2022-07
Preliminary Loan Agreement
Resolution Authorizing WIFA Loan Application
Reimbursement Resolution

ORDINANCE NO. 2022-07

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

RECITALS:

WHEREAS, the City of Flagstaff, Arizona (the "City"), has heretofore applied to the Water Infrastructure Finance of Arizona (the "Authority"), for a loan (the "Loan") from the Authority's Clean Water Revolving Fund Program (the "Program") to provide funds for the Rio de Flag Flood Control Project and the payment of the City's proportionate share of expenses of administering the Program and any bonds issued by the Authority with respect thereto (collectively, the "Project"); and

WHEREAS, the terms and conditions under which the Loan will be made and the obligations of the City with respect to the Loan will be set forth in a loan agreement to be executed and delivered by the City and the Authority (the "Loan Agreement"); and

WHEREAS, the Loan and the loan repayments payable by the City pursuant to the Loan Agreement (the "Loan Repayments") will be secured by a pledge of the net revenues of the City's water, sewer and stormwater utility system (the "Source of Repayment"); and

WHEREAS, the Mayor and Council of the City have determined that it will be beneficial to the citizens of the City to enter into and to perform the Loan Agreement, whereby the City will borrow not to exceed $20,000,000 from the Authority; and

WHEREAS, the Loan shall be repaid on or before July 1, 2047 (25 years) from the date of the execution and delivery of the Loan Agreement and shall bear interest at a rate not to exceed five percent (5%) per annum; and

WHEREAS, there has been placed on file with the Clerk of the City and presented at the meeting at which this Ordinance was adopted the proposed form of the Loan Agreement; and

WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Flagstaff, Arizona, an emergency is declared to exist, and this ordinance shall become immediately operative and in force from and after the date of posting hereof.

ENACTMENTS:

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

SECTION 1. The form, terms and provisions of the Loan Agreement, in the form of such document (including the exhibits thereto) presented at the meeting at which this Ordinance was adopted are hereby approved, with such insertions, omissions and changes, not inconsistent with the application of the City to the Authority or the requirements of the federal government or the Authority, as shall be approved by the Mayor, the City Manager or the Management Services Director of the City, the execution of such document being conclusive evidence of such approval, and the Mayor, the City Manager, the Management Services Director and the Clerk of the City are hereby authorized and directed, as applicable, for and on behalf of the City, to execute and attest and deliver, respectively, the Loan Agreement.

SECTION 2. For the payment of the principal of and interest on the Loan, the City shall pay the Loan Repayments provided for in the Loan Agreement. The City shall also pay all other amounts required to be paid by the City pursuant to the provisions of the Loan Agreement.

SECTION 3. The obligation of the City to pay the Loan Repayments provided for in the Loan Agreement as well as to make the other payments provided for in the Loan Agreement is limited to payment from the Source of Repayment which is pledged therefor pursuant to the Loan Agreement, and the obligations of the City pursuant to the Loan Agreement shall not constitute or give rise to a general obligation of the City or any claim against its ad valorem property taxing powers, or constitute an indebtedness within the meaning of any statutory or constitutional debt limitation applicable to the City.

SECTION 4. The appropriate officials and officers of the City are hereby authorized and directed to take all action necessary or reasonably required to carry out, give effect to and to consummate the transactions contemplated by the Loan Agreement and by this Ordinance, including, without limitation, the execution and delivery of any closing and other documents reasonably required to be delivered in connection therewith.

SECTION 5. If any section, paragraph, subdivision, sentence, clause or phrase of this Ordinance is for any reason held to be illegal or unenforceable, such decision will not affect the validity of the remaining portions of this Ordinance. The Council of the City hereby declares that it would have adopted this Ordinance and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the execution and delivery of the Loan Agreement pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Ordinance may be held illegal, invalid or unenforceable. All ordinances, resolutions or parts thereof, inconsistent herewith, are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any ordinance or resolution or any part thereof.

SECTION 6. All actions of the officers and agents of the City including the Mayor and Council of the City which conform to the purposes and intent of this Ordinance and which further the execution and delivery of the Loan Agreement as contemplated by this Ordinance, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Ordinance.

SECTION 7. All acts and conditions necessary to be performed by the City or to have been met precedent to and in the execution and delivery of the Loan Agreement in order to make it a legal, valid and binding obligation of the City will at the time of delivery of the Loan Agreement have been performed and have been met, in regular and due form as required by law, and no statutory, charter or constitutional limitation of indebtedness or taxation will have been exceeded in the execution and delivery of the Loan Agreement.

SECTION 8. All formal actions of the Mayor and Council of the City concerning and relating to the passage of this Ordinance were taken in an open meeting of the Mayor and Council of the City, and all deliberations of the Mayor and Council of the City and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION 9. After the execution and delivery of the Loan Agreement and upon receipt of the Loan from the Authority, this Ordinance shall be and remain irrepealable until the Loan and the Loan Agreement and the interest thereon shall have been fully paid, cancelled and discharged.

SECTION 10. Effective Date.

It is necessary for the preservation of the peace, health and safety of the City of Flagstaff, Arizona, an emergency is declared to exist, and this ordinance shall become immediately operative and in force from and after the date of adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 19th day of April, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

CERTIFICATION

I hereby certify that the foregoing Ordinance No. 2022-07 was duly passed and adopted by the Mayor and Council of the City of Flagstaff, Arizona, at a regular meeting held on the 19th day of April 2022, and the vote was …….. ayes and …….. nays and that the Mayor and ……. Councilmembers were present thereat.

.....
Stacy Saltzburg, City Clerk, City of Flagstaff, Arizona

City of Flagstaff and

Water Infrastructure Finance Authority of Arizona

Borrower – Table of Contents

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Exhibit A of Loan Agreement: Financial Terms and Conditions	6.
Exhibit B of Loan Agreement: Technical Terms and Conditions	7.
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Exhibit H of Loan Agreement: Tax Compliance Certificate of Local Borrower	13.
IRS Form 8038-G	14.
Standard Terms and Conditions	15.

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City of Flagstaff's Borrowing Resolution

TO BE PROVIDED BY BORROWER PRIOR TO CREATION OF LOAN CLOSING DOCUMENTS

Loan Resolution TBD – City of Flagstaff

Water Infrastructure Finance Authority of Arizona

Section 1: Resolution

WHEREAS, the Water Infrastructure Finance Authority of Arizona (the "*Authority*") has received from City of Flagstaff (the *"Local Borrower"*) a request for a loan (the "*Loan*"); and

WHEREAS, the Authority has determined that the Local Borrower has met the requirements of Arizona Revised Statutes §49-1201 et seq. (the "*Act*") and the rules promulgated thereunder (the *"Rules"*); and

WHEREAS, the terms and conditions under which a Loan will be made and the obligations of the Local Borrower will be set forth in a loan agreement or bond purchase agreement (the "*Loan Agreement*") to be executed by the Local Borrower and the Authority.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AUTHORITY AS FOLLOWS:

The Executive Director of the Authority is hereby authorized and directed to execute a Loan Agreement with the Local Borrower to evidence a Loan in accordance with the Act, the Rules, the Local Borrower's applications to the Authority, and the Project Summary detailed in Section 2 of this Loan Resolution.

The Executive Director and other Authority officials, as appropriate, are authorized and directed to sign any document and take such actions as necessary and appropriate to consummate the transactions contemplated by this Resolution and the Loan Agreement and to ensure that the Local Borrower has completed all requirements of the Authority as detailed in Section 3, Section 4, and Section 5 of this Loan Resolution.

This Resolution shall take effect immediately and shall terminate one year from the date of Board Action.

Dated: TBD

By:_____ Attest:_____

Chairman Executive Director

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Section 2: Project Summary

2.1 Project Number(s)

CW 010-2022

2.2 Project Priority Data

PPL Rank	Funding Cycle	Population Served	Subsidy Rate
4	2022	76,831	85%

2.3 Project Description(s)

The City is seeking to finance $20,000,000 for its stormwater capital improvements including Rio de Flag improvements with the Army Corps of Engineering. The City has paid a portion of the City's share of the cost and will be seeking loan funding for this payment as well as future costs incurred by the City for things such as property acquisitions, right-of-way purchases and additional City match for the project.

2.4 Previous Board or Committee Actions

December 18, 2019 – Board adopted Loan Resolution 2020-010 to award $6,000,000 with $1,000,000 in forgivable principal (WIFA Loan #910181-20) to the City of Flagstaff to leverage the multi-agency funding of the Flagstaff Watershed Protection Project.

June 17, 2011 – Board adopted Loan Resolution 2011-049 to award $1,833,000 (WIFA Loan #920212-11) to the City of Flagstaff for a drinking water project.

June 25, 2009 – Board adopted Loan Resolution 2009-065 to award $800,000 (WIFA Loan #720011-10) to the City of Flagstaff for a local aquifer study.

June 25, 2009 – Board adopted Loan Resolution 2009-066 to award $1,000,000 (WIFA Loan #920173-10) to the City of Flagstaff for a drinking water project.

May 27, 2009 – Board adopted Loan Resolution 2009-032 to award $775,000 (WIFA Loan #92A148-10) to the City of Flagstaff for a drinking water project.

September 17, 2008 – Board adopted Loan Resolution 2009-002 to award $2,100,000 (WIFA Loan #920145-10) to the City of Flagstaff for a drinking water project.

March 5, 2008 – Board adopted Loan Resolution 2008-007 to award $8,500,000 (WIFA Loan #920136-09) to the City of Flagstaff for a drinking water project.

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February 15, 2006 – Board adopted Loan Resolution 2006-005 to award $15,000,000 (Loan #920105-07 for $7,900,000) to the City of Flagstaff for a drinking water project.

June 21, 2006 – Board adopted Loan Resolution Addendum A2006-014 to extend Loan Resolution 2005-009 due to delays with construction of the wastewater project (Loan #910083-07 for $23,100,000).

June 15, 2005 – Board adopted Loan Resolution 2005-009 to award $23,100,000 to the City of Flagstaff for a wastewater project.

February 21, 2002 – Board adopted Loan Resolution 2002-004 to award $6,775,760 to the City of Flagstaff for drinking water project.

July 16, 1992 – Board adopted Loan Resolution 92-2(B) to award $5,877,942 to the City of Flagstaff for drinking water project.

2.5 Project Finance Committee Recommendations

Not reviewed by the Project Finance Committee

Section 3: Financial Assistance Terms & Conditions (Section 7.1 of Due Diligence)

Financial Assistance Amount: $20,000,000.00

Primary Repayment Source: Utility System Revenues (Water, Wastewater, Stormwater)

Secondary Repayment Source: None

Loan Term: 20 years

Frequency of Repayment: Semi-Annual

Loan Structure: Standard Governmental - Level 1 (complying with existing WIFA loan and bond covenants)

Debt Service Reserve Fund Requirements: No Requirement

Repair and Replacement Fund Requirements: No Requirement

Requirements Prior to Loan Execution:

Require Legal Opinion: Yes

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Other: No Requirement

Requirements Prior to Construction: No Requirement

Requirement During Construction: No Requirement

Requirements Prior to Final Disbursements: No Requirement

Loan Category: Qualified, Not Pledged

Policy Exceptions: None

Section 4: Technical Terms & Conditions (Section 7.2 of Due Diligence)

Observation Schedule B:

Observation 1: Upon borrower notification of construction commencement

Additional Observations: at least one site observation within each 12 month period

Final Observation: 80% construction budget disbursement

Withholding Percentage:

10% (released after deliverables received)

Requirements Prior to Loan Execution: No Requirement

Requirements Prior to Construction:

Prior Review and Approval of Construction Bids: Yes

Require Construction Signs: Yes

The Local Borrower shall erect a construction sign displaying information on the Project and the funding sources. The Authority shall provide specifications for such construction signs.

Other: Yes

The City of Flagstaff must provide a completed Enviromental Impact Statement (EIS) decision provided by the Army Corp of Engineers.

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Requirements During Construction:

Prior Review of Changes in Project Scope: Yes

The Local Borrower shall submit to the Authority, for review and approval prior to execution, any change to the plans and specifications, construction contracts, Eligible Project Costs, or any other change which will effect the performance standards or purpose of the Project.

Other: No Requirement

Requirements Prior to Final Disbursements:

Require Plan of Operation: Yes

Require Final Approval: Yes

Other: No Requirement

Policy Exceptions: None

Section 5: Additional Notice & Reporting Requirements (Section 7.3 of Due Diligence)

Other: Wage rate reporting requirements; Use of American Iron and Steel

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Loan Agreement

Water Infrastructure Finance Authority of Arizona
(the "Authority")

and

City of Flagstaff
(the "Local Borrower")

Evidencing a Loan from the
Authority to the Local Borrower

Dated as of TBD

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Exhibit B Technical Assistance Terms and Conditions

Exhibit C Reporting Requirements

Exhibit D Source of Repayment

Exhibit E Debt Service Reserve Requirements

Exhibit F Replacement Reserve Requirements

Exhibit G Opinion of Counsel to Borrower

Exhibit H Tax Compliance Certificate of Local Borrower

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Loan Agreement

This Loan Agreement (this "*Loan Agreement*") is made and entered into as of TBD by and between the Water Infrastructure Finance Authority of Arizona (the "*Authority*"), and City of Flagstaff (the "*Local Borrower*"), a political subdivision of the State of Arizona.

This Loan Agreement includes the attached Exhibits and the attached Standard Terms and Conditions. Any capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Exhibits and the Standard Terms and Conditions.

The Authority and the Local Borrower agree as follows:

Article 1 Description of the Loan

Section 1.1 Name and Address of Local Borrower.

City of Flagstaff
Attention: Rick Tadder, Management Services Director
211 W Aspen Ave
Flagstaff, Arizona 86001
Telephone: (928) 213-2205

Section 1.2 Authorized Officer(s) of Local Borrower.

City of Flagstaff
Attention: Mr Rick Tadder, Management Services Director
211 W Aspen Ave
Flagstaff, Arizona 86001
Telephone: (928) 213-2205

Section 1.3 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Local Borrower at the address specified in Section 1.1 and to the Authority at the following address:

Executive Director
Water Infrastructure Finance Authority of Arizona
100 North 7th Avenue, Suite 130
Phoenix, Arizona 85007
Telephone: (602) 364-1310
Fax: (602) 364-1327

Any of the parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 1.4 Loan Information. The terms of the Loan include the terms set forth in the Exhibits, which are part of this Loan Agreement:

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Exhibit A Financial Assistance Terms and Conditions; Borrower Payment Instructions; and Loan Repayment Schedule

Exhibit B Technical Assistance Terms and Conditions

Exhibit C Reporting Requirements

Exhibit D Source of Repayment

Exhibit E Debt Service Reserve Requirements

Exhibit F Replacement Reserve Requirements

Exhibit G Opinion of Counsel to Borrower

Exhibit H Tax Compliance Certificate of Local Borrower

Prior to Loan Closing, the Local Borrower must deliver to the Authority the Opinion of Local Borrower Counsel in the form of Exhibit G and the Tax Compliance Certificate of Local Borrower in the form of Exhibit H, signed and dated the date of Loan Closing.

Article 2 Description Of The Project

Section 2.1 Description of Project. The Project is described in Project Summary attached to the Loan Resolution of the Authority, and in Exhibit B of this Loan Agreement.

Section 2.2 Description of System. The term "System" means and includes all of the properties and facilities of the complete Stormwater, Sewer and Waterworks plant and system of the Local Borrower, whether lying within or without the boundaries of the Local Borrower, as now existing and as they may hereafter be improved or extended, all improvements, additions and extensions thereto or replacements thereof hereafter constructed or acquired by purchase, contract or otherwise and all contracts, rights, agreements, leases and franchises of every nature owned by the Local Borrower and used or useful or held for use in the operation of said plant and system or any part or portion thereof.

Article 3 Loan to Local Borrower; Amounts Payable

Section 3.1 The Loan. The Authority shall loan and disburse to the Local Borrower in accordance with this Article 3 an amount listed in Exhibit A (the "Loan"), and the Local Borrower shall borrow and accept from the Authority, the Loan in the principal amount determined pursuant to this Article 3; provided, however, that (i) the Authority shall be under no obligation to disburse any amount of the Loan if an Event of Default has occurred and is continuing under this Loan Agreement, and (ii) the amount to be disbursed shall be lawfully available for disbursement. The Local Borrower shall use the proceeds of the Loan strictly in accordance with the requirements of this Loan Agreement.

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Section 3.2 Disbursements of Loan Proceeds. The Authority may disburse funds by check, by electronic means or by means of magnetic tape or other transfer medium. Except as hereinafter provided, disbursements shall be made only when (i) the request for disbursements is in substantially the form provided by the Authority and is accompanied by the necessary certifications and documentation and (ii) an Authorized Officer of the Authority has determined that such disbursement is proper. An Authorized Officer of the Authority shall approve disbursements directly to the persons or entities entitled to payment or to the Local Borrower in the case of reimbursement for costs of services already paid, and shall provide the Local Borrower with a copy of the approval and the date approved. Disbursements may be made only for Eligible Project Costs.

Section 3.3 Amounts Payable. The Local Borrower shall pay to the Authority the amounts shown in Exhibit A on or before the dates shown in Exhibit A, as the same may be adjusted as provided in the Standard Terms and Conditions, to reflect any revisions to the principal repayment schedule of the Loan. Such payments shall be made by electronic funds transfer or by direct debit to the Authority.

Section 3.4 Tax Covenants.

(a) General. The Local Borrower acknowledges that, in connection with its state revolving fund programs, the Authority issues its bonds ("Authority Bonds") from time to time to finance loans and the Authority also pledges certain loans to secure and to serve as the source of payment for the Authority Bonds. As a result, and under the provisions of federal tax law applicable to the Authority Bonds, it is in the Authority's interest for the Loan to qualify and be an obligation that bears interest that is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code. Therefore, the Local Borrower represents and covenants as follows with respect to the Loan and the Authority Bonds. The Local Borrower covenants that it will not take any action, or fail to take any action, if any such action or failure to take such action would adversely affect the exclusion from gross income of the interest on the Loan or the Authority Bonds under Section 103(a) of the Internal Revenue Code or cause the interest on the Loan or the Authority Bonds to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code, and in the event of such action or omission, it will, promptly upon having such brought to its attention, take such reasonable actions based upon a bond counsel opinion as may rescind or otherwise negate such action or omission. The Local Borrower will not directly or indirectly use or permit the use of any proceeds of the Loan or any other funds of the Local Borrower or take or omit to take any action that would cause the Loan or the Authority Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code or to fail to meet any other applicable requirement of Sections 103, 141, 148, 149 and 150 of the Internal Revenue Code or cause the interest on the Loan or the Authority Bonds to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code. To that end, the Local Borrower will comply with all applicable requirements of Sections 103, 141, 148, 149 and 150 of the Code to the extent applicable to the Loan.

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(b) Modification Based on Bond Counsel Opinion. Notwithstanding any provision of this Section, if the Local Borrower provides to the Authority a bond counsel opinion to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of interest on the Loan or the Authority Bonds pursuant to Section 103(a) of the Internal Revenue Code, the provisions of this Section and the covenants in this Section shall be deemed to be modified to that extent.

(c) Bond Counsel Opinion. For purposes of this Section, "bond counsel opinion" means an opinion letter of a firm of attorneys of national reputation experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds, and who is acceptable to the Authority.

IN WITNESS WHEREOF, the Authority and the Local Borrower have caused this Loan Agreement to be executed and delivered as of the date of execution hereof.

Water Infrastructure Finance Authority of Arizona

By: _____
Dan Dialessi, Executive Director

City of Flagstaff

By:_____
Rick Tadder, Management Services Director

Attest:

By: _____
Clerk

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LOAN AGREEMENT ADDENDUM

Wage Rate and Forgivable Principal Requirements for Compliance with P.L. 111-88

Water Infrastructure Finance Authority of Arizona

This document (this "Wage Rate and Forgivable Principal Addendum") sets forth additional requirements applicable to state revolving fund Loans made by the Water Infrastructure Finance Authority of Arizona ("WIFA") that are subject to the requirements of Public Law 111-88, "Making appropriations for the Department of the Interior, environment, and related agencies for the fiscal year ending September 30, 2010, and for other purposes," enacted October 30, 2009 ("P.L. 111-88"). The provisions in this Wage Rate and Forgivable Principal Addendum are a part of the Loan Agreement. Capitalized terms not otherwise defined herein shall have the meanings given them in the Loan Agreement.

The parties acknowledge and agree that funds disbursed by WIFA to the Local Borrower will include funds made available to WIFA by the federal government under P.L. 111-88, and that the requirements of P.L. 111-88 include those set forth in this Wage Rate and Forgivable Principal Addendum. The Local Borrower agrees to comply with all of those requirements and agrees that failure to do so is a breach of the provisions of the Loan Agreement which may result in a default under the Loan Agreement, termination of WIFA's obligation to make disbursements on the Loan and the Local Borrower being required to repay all amounts that have been disbursed by WIFA on the Loan, together with interest and fees as provided in the Loan Agreement (including interest and fees at rates adjusted from those originally in effect as described herein).

Additional Requirement for Subrecipients that are not Governmental Entities:

Obtaining Wage Determinations - Under this Wage Rate and Forgivable Principal Addendum, the non-governmental borrower must submit its proposed Davis Bacon wage determinations to WIFA for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors. **THIS PARAGRAPH DOES NOT APPLY TO GOVERNMENTAL ENTITIES.**

Section 1. P.L. 111-88 Compliance - Forgivable Principal Portion.

(a) Section 1 of Exhibit A to the Loan Agreement specifies the Total Financial Assistance Amount, the amount, if any, designated as the Forgivable Principal Portion, the Intended Repayment Amount, and the required amount of reserves to be established based upon the Intended Repayment Amount. Section 2 of Exhibit A to the Loan Agreement specifics a schedule of interest and principal payments based on the Intended Repayment Amount. If the Local Borrower fails to comply with the requirements of P.L. 111-88, including those set forth in this Wage Rate and Forgivable Principal Addendum:

(i) WIFA will provide a revised Exhibit A for the Loan Agreement to amortize the entire Total Financial Assistance Amount with the Forgivable Principal Portion set to $1,000,000.00, adjusted, as necessary, to incorporate, previous principal payments.

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(ii) The Local Borrower will repay the Total Financial Assistance Amount.

Section 2. P.L. 111-88 Compliance - Wage Rate Requirements.

This language must be included in all Davis Bacon covered construction contracts and subcontracts. (29 CFR Part 5.5)

(a) The Local Borrower shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, or the FFY 2010 appropriation, the following clauses:

(1) **Minimum wages**. (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Local Borrowers may obtain wage determinations from the U. S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The Local Borrower, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The WIFA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Local Borrower agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Local Borrower to the WIFA award official. The WIFA award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA Davis Bacon Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the WIFA award official or will notify the WIFA award official within the 30-day period that additional time is necessary.
(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Local Borrower do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the WIFA award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) **Withholding**. The Local Borrower shall upon its own action or upon written request of WIFA, EPA award official or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

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including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records**. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Local Borrower. Such documentation shall be available on request of WIFA or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5 (a)(1) based on the most recent payroll copies for the specified week. **The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number).** The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347.pdf or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Local Borrower for transmission to WIFA or EPA, if requested by EPA, WIFA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a

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subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Local Borrower.
(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of WIFA. EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or WIFA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above,

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shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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(5) **Compliance with Copeland Act requirements**. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts**. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment**. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements**. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards**. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the Local Borrower, WIFA, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility**. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) **Contract Work Hours and Safety Standards Act**. The Local Borrower shall insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Local Borrower, upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Sec. 5.1, the Local Borrower shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Local Borrower shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of WIFA, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Section 3. General Provisions.

(a) Binding Effect. This Wage Rate and Forgivable Principal Addendum shall inure to the benefit of and shall be binding upon WIFA and the Local Borrower and their respective successors and assigns.

(b) Severability. In the event any provision of this Wage Rate and Forgivable Principal Addendum shall be held illegal, invalid or unenforceable by any court of competent

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jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

(c) Amendments, Supplements and Modifications. This Wage Rate and Forgivable Principal Addendum may not be amended, supplemented or modified without the prior written consent of WIFA and the Local Borrower.

(d) Execution in Counterparts. This Wage Rate and Forgivable Principal Addendum may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) Applicable Law. This Wage Rate and Forgivable Principal Addendum shall be governed by and construed in accordance with the laws of the State of Arizona.

(f) Captions. The captions or headings in this Wage Rate and Forgivable Principal Addendum are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions of this Wage Rate and Forgivable Principal Addendum.

(g) Further Assurances. The Local Borrower shall, at the request of WIFA , authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and agreements granted or intended to be granted by this Wage Rate and Forgivable Principal Addendum.

(h) Arbitration. The parties hereto agree to use arbitration to the extent required by Section 12-1518 of the Arizona Revised Statutes.

(i) Notice Regarding A.R.S. § 38 511. To the extent applicable by provision of law, the parties acknowledge that this Wage Rate and Forgivable Principal Addendum is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are hereby incorporated herein.

[SIGNATURE PAGE FOLLOWS]

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WIFA and the Local Borrower are signing this Wage Rate and Forgivable Principal Addendum to be effective as part of the Loan Agreement.

Water Infrastructure Finance Authority of Arizona

By: _____

Dan Dialessi, Executive Director

City of Flagstaff

By: _____

Rick Tadder, Management Services Director

[Signature page to Wage Rate and Forgivable Principal Addendum to Loan Agreement]

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LOAN AGREEMENT ADDENDUM

American Iron and Steel Requirements for Compliance with Federal Law

Water Infrastructure Finance Authority of Arizona

This document (this "American Iron and Steel Addendum") sets forth additional requirements made applicable to state revolving fund Loans made by the Water Infrastructure Finance Authority of Arizona ("WIFA") by federal law. The provisions in this American Iron and Steel Addendum are a part of the Loan Agreement. Capitalized terms not otherwise defined herein shall have the meanings given them in the Loan Agreement.

The parties acknowledge and agree that funds disbursed by WIFA to the Local Borrower will include funds made available to WIFA by the federal government under federal law, and that the requirements of federal law include those set forth in this American Iron and Steel Addendum. The Local Borrower agrees to comply with all of those requirements and agrees that failure to do so is a breach of the provisions of the Loan Agreement which may result in a default under the Loan Agreement, termination of WIFA's obligation to make disbursements on the Loan and the Local Borrower being required to repay all amounts that have been disbursed by WIFA on the Loan, together with interest and fees as provided in the Loan Agreement.

Federal law requires that WIFA include in all assistance agreements, including the Loan Agreement, for the construction, alteration, maintenance, or repair of treatment works under the Clean Water State Revolving Fund and for the construction, alteration, maintenance, or repair of a public water system under the Drinking Water State Revolving Fund, a provision requiring the application of American Iron and Steel requirements for the entirety of the construction activities financed by the assistance agreement through completion of construction, no matter when construction commences. Whether or not the project has multiple sources of funding, the American Iron and Steel requirements apply to the entire project and not just to the activities funded by the money made available to WIFA by the federal government.

Section 1. **American Iron and Steel Requirements.** In accordance with federal law:

(a)(1) None of the funds made available to WIFA as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that—

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(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

Section 2. General Provisions.

(a) Binding Effect. This American Iron and Steel Addendum shall inure to the benefit of and shall be binding upon WIFA and the Local Borrower and their respective successors and assigns.

(b) Severability. In the event any provision of this American Iron and Steel Addendum shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

(c) Amendments, Supplements and Modifications. This American Iron and Steel Addendum may not be amended, supplemented or modified without the prior written consent of WIFA and the Local Borrower.

(d) Execution in Counterparts. This American Iron and Steel Addendum may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) Applicable Law. This American Iron and Steel Addendum shall be governed by and construed in accordance with the laws of the State of Arizona and applicable federal law.

(f) Captions. The captions or headings in this American Iron and Steel Addendum are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions of this American Iron and Steel Addendum.

(g) Further Assurances. The Local Borrower shall, at the request of WIFA , authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and agreements granted or intended to be granted by this American Iron and Steel Addendum.

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(h) Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order 2009-9, entitled "Prohibition of Discrimination in State Contracts Non-Discrimination in Employment by Government Contractors and Subcontractors," which mandates that all persons, regardless of race, color, religion, sex, age, or national origin shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Local Borrower shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

(i) Arbitration. In the event of a dispute, the parties agree to use arbitration, after exhausting applicable administrative review, to the extent required by Arizona Revised Statutes Section 12-1518, and the prevailing party shall be entitled to attorney's fees and costs with respect thereto.

(j) Notice of Arizona Revised Statutes Section 38-511 - Cancellation. Notice is hereby given of the provisions of Arizona Revised Statutes Section 38-511, as amended. By this reference, the provisions of said statute are incorporated herein to the extent of their applicability to this American Iron and Steel Addendum under the law of the State of Arizona.

[SIGNATURE PAGE FOLLOWS]

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WIFA and the Local Borrower are signing this American Iron and Steel Addendum to be effective as part of the Loan Agreement.

Water Infrastructure Finance Authority of Arizona

By: _____

Dan Dialessi, Executive Director

City of Flagstaff

By: _____

Rick Tadder, Management Services Director

[Signature page to American Iron and Steel Addendum to Loan Agreement]

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Exhibit A of Loan Agreement

Section 1: Financial Assistance Terms and Conditions
City of Flagstaff
TBD

Loan Number..... TBD

Closing Date..... TBD

First Payment Period..... 01/01/23

Financial Assistance Terms and Conditions

Original Loan Amount as of the Closing Date	$	20,000,000.00
Forgivable Principal Amount	$	1,000,000.00
Intended Repayment Amount	$	19,000,000.00
Loan Term		20
Combined Interest & Fee Rate		2.550%
Total # of Payment Periods within Loan Term		40

** Combined Interest and Fee Rate (CIFR) allocation: Fee = 1.5% (150 basis points); Interest = CIFR minus Fee.*

Principal Repayments

Period Principal Repayments Begin	4
First Principal Repayment Date	07/01/23
Final Principal Repayment Date	07/01/41

Combined Interest and Fee Payment Dates

First Combined Interest and Fee Payment Date*	01/01/23
Final Combined Interest and Fee Payment Date	07/01/41

* *Actual initial Combined Interest and Fee payment calculated only on dollar amount drawn against loan as of initial payment date*

Debt Service Reserve Fund Requirements

Total Reserve Amount	None
Annual Amount	None
Reserve Funded by (Date)	Not Applicable

Repair and Replacement Fund Requirement

Begin Funding on (Date)	Not Applicable
Annual Amount	None
Semi-Annual Deposit	None

Annual Payment

Years 1 through 5	$	1,274,189.64
Years 6 through 10	$	1,274,189.64
Years 11 through 15	$	1,274,189.64
Years 16 through 20	$	1,274,189.64

Section 2: Loan Repayment Schedule
City of Flagstaff
TBD

Year	Period	Semi-Annual Payment Dates	Combined Interest and Fee Rate	Semi-Annual Combined Interest and Fee Payment	Annual Principal Repayment	Total Annual Payment
1	1	01/01/22	2.550%	0.00		
1	2	07/01/22	2.550%	336,458.33	0.00	336,458.33
2	3	01/01/23	2.550%	242,250.00		
2	4	07/01/23	2.550%	242,250.00	789,689.64	1,274,189.64
3	5	01/01/24	2.550%	232,181.46		
3	6	07/01/24	2.550%	232,181.46	809,826.72	1,274,189.64
4	7	01/01/25	2.550%	221,856.17		
4	8	07/01/25	2.550%	221,856.17	830,477.30	1,274,189.64
5	9	01/01/26	2.550%	211,267.58		
5	10	07/01/26	2.550%	211,267.58	851,654.48	1,274,189.64
6	11	01/01/27	2.550%	200,408.99		
6	12	07/01/27	2.550%	200,408.99	873,371.66	1,274,189.64
7	13	01/01/28	2.550%	189,273.50		
7	14	07/01/28	2.550%	189,273.50	895,642.64	1,274,189.64
8	15	01/01/29	2.550%	177,854.06		
8	16	07/01/29	2.550%	177,854.06	918,481.52	1,274,189.64
9	17	01/01/30	2.550%	166,143.41		
9	18	07/01/30	2.550%	166,143.41	941,902.82	1,274,189.64
10	19	01/01/31	2.550%	154,134.15		
10	20	07/01/31	2.550%	154,134.15	965,921.34	1,274,189.64
11	21	01/01/32	2.550%	141,818.66		
11	22	07/01/32	2.550%	141,818.66	990,552.32	1,274,189.64
12	23	01/01/33	2.550%	129,189.12		
12	24	07/01/33	2.550%	129,189.12	1,015,811.40	1,274,189.64
13	25	01/01/34	2.550%	116,237.52		
13	26	07/01/34	2.550%	116,237.52	1,041,714.60	1,274,189.64
14	27	01/01/35	2.550%	102,955.66		
14	28	07/01/35	2.550%	102,955.66	1,068,278.32	1,274,189.64
15	29	01/01/36	2.550%	89,335.11		
15	30	07/01/36	2.550%	89,335.11	1,095,519.42	1,274,189.64
16	31	01/01/37	2.550%	75,367.23		
16	32	07/01/37	2.550%	75,367.23	1,123,455.18	1,274,189.64
17	33	01/01/38	2.550%	61,043.18		
17	34	07/01/38	2.550%	61,043.18	1,152,103.28	1,274,189.64
18	35	01/01/39	2.550%	46,353.87		
18	36	07/01/39	2.550%	46,353.87	1,181,481.90	1,274,189.64
19	37	01/01/40	2.550%	31,289.97		
19	38	07/01/40	2.550%	31,289.97	1,211,609.70	1,274,189.64
20	39	01/01/41	2.550%	15,841.95		
20	40	07/01/41	2.550%	15,841.95	1,242,505.76	1,274,189.66
				5,546,061.51	19,000,000.00	24,546,061.51

Exhibit B

Technical Terms and Conditions

Section 1
Budget

Uses by Budget Item	**Amount Budgeted**
Planning……..	$1,800,000.00
Design & Engineering…….	$132,823.00
Legal/Debt Authorization……	$40,000.00
Financial Advisor……	$50,000.00
Land/System Acquisition……	$2,900,000.00
Equipment/Materials……..	$0.00
Construction/Installation/Improvement……..	$15,077,177.00
Inspection & Construction Management…….	$0.00
Project Officer…….	$0.00
Administration…….	$0.00
Staff Training……..	$0.00
Capitalized Interest……..	$0.00
Refinance Loan……..…..	$0.00
Other……	$0.00
Total Budget……..	$20,000,000.00

Section 2
Project Description

The City is seeking to finance $20,000,000 for its stormwater capital improvements including Rio de Flag improvements with the Army Corps of Engineering. The City has paid a portion of the City's share of the cost and will be seeking loan funding for this payment as well as future costs incurred by the City for things such as property acquisitions, right-of-way purchases and additional City match for the project.

Section 3
Estimated Observation and Disbursement Schedule

Observation Schedule B:

Observation 1: Upon borrower notification of construction commencement

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Additional Observations: at least one site observation within each 12 month period

Final Observation: 80% construction budget disbursement

Additional Observations – A WIFA representative may perform additional observations based on information provided in the projects status reports included in each Local Borrower disbursement requisition form.

Withholding Percentage: 10% (released after deliverables received)

Section 4
Requirements Prior To Construction

Section 4.1 **Construction Bids.** The Local Borrower shall submit to the Authority for review and approval prior to execution:

(a) engineering contracts related to the Project,

(b) bid documents related to the Project,

(c) construction contracts related to the Project, and

(d) certification of positive effort for disadvantaged business enterprise participation.

Section 4.2 **User Charges**. The Local Borrower has established (or, if the System is not yet in operation, the Local Borrower will, at or before the time the System commences operation, establish) a system of user charges which, with other funds lawfully available, will at all times be sufficient to pay the costs of operation and maintenance of the System, including renewals and replacements of the System. The Local Borrower also agrees that such system of user charges will be established and maintained in compliance with any applicable requirements of state and federal law as long as the Local Borrower owes amounts under this Loan Agreement. The Local Borrower at its sole option may pay the costs of operation, maintenance, repair, replacement, extensions and additions to the System from any funds lawfully available to it for such purpose.

Section 4.3 **Interest in Project Site**. As a condition of the Loan, the Local Borrower will demonstrate to the satisfaction of the Authority that the Local Borrower has or will have a fee simple or such other estate or interest in the site of the Project, including necessary easements and rights-of-way, as the Authority finds sufficient to assure undisturbed use and possession for the purpose of construction and operation of the Project for the estimated life of the Project.

Section 4.4 **Federal Clean Water Act**. The Local Borrower covenants that, to the extent legally applicable, the Project will meet the requirements of the Federal Clean Water Act in effect on the date of Loan Closing and any amendments thereto that may retroactively apply to the Loan, and the Local Borrower agrees that the Project will comply with applicable provisions of those federal laws and authorities listed in Article 9 of the Standard Terms and Conditions.

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Section 4.5 **Federal Safe Drinking Water Act**. The Local Borrower covenants that, to the extent legally applicable, the Project will meet the requirements of the Federal Safe Drinking Water Act in effect on the date of Loan Closing and any amendments thereto that may retroactively apply to the Loan, and the Local Borrower agrees that the Project will comply with applicable provisions of those federal laws and authorities listed in Article 9 of the Standard Terms and Conditions.

Section 4.6 **Signs**. The Local Borrower shall erect a construction sign displaying information on the Project and the funding sources. The Authority shall provide specifications for such construction signs.

Section 5
Requirements During Construction

Section 5.1 **Changes in Project Scope.** The Local Borrower shall submit to the Authority, for review and approval prior to execution, any change to the plans and specifications, construction contracts, Eligible Project Costs, or any other change which will effect the performance standards or purpose of the Project.

Section 5.2 **Completion of Project and Provision of Moneys Therefor**. The Local Borrower covenants and agrees (a) to exercise its best efforts in accordance with prudent utility construction practice to complete the Project and (b) to the extent permitted by law, to provide from its own fiscal resources all moneys, in excess of the total amount of loan proceeds it receives hereunder and under any subsequent loan from the Authority, required to complete the Project.

Section 5.3 **Inspections; Information**. The Local Borrower shall permit the Authority and any party designated by the Authority to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the Authority may reasonably require in connection therewith.

Section 5.4 **Adjustments for Ineligible Costs**. The Local Borrower shall promptly reimburse the Authority for any portion of the Loan which is determined to have been used for costs that are not eligible for funding under the Authority Act, the Federal Clean Water Act, as amended, or the Federal Safe Drinking Water Act, as amended, unless such matter is curable in some other manner by the Local Borrower to the satisfaction of the Authority. Such reimbursement shall be promptly repaid to the Authority upon written request of the Authority. Any such reimbursed principal amount will be applied to reduce the outstanding principal amount of the Loan.

Section 5.5 **Archaeological Artifacts**. In the event that archaeological artifacts or historical resources are discovered during construction excavation of the Project, the Local Borrower shall stop or cause to be stopped construction activities and will notify the State Historic Preservation Office and the Authority of such discovery.

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Section 6
Requirements Prior To Final Disbursements

Section 6.1 **Plan of Operation**. After construction is 50% complete and prior to the release of the withholding, the Local Borrower will submit to the Authority a plan of operation which provides a concise, sequential description of an implementation schedule for those activities necessary to assure efficient and reliable start-up and continual operation of the Project.

Section 6.2 **Final Approval**. Prior to the release of the withholding, the Local Borrower will submit to the Authority (a) as-built drawings by a professional engineer that document all changes from the original plans and specifications (b) copies of all testing results performed by or under the supervision of a professional engineer as required by the specifications, and (c) Arizona Department of Environmental Quality (ADEQ) approval of construction or an engineer's Certificate of Completion certifying that all construction was completed in accordance with the plans and specifications or that any changes made are in conformance with the Arizona Revised Statutes, ADEQ and Environmental Protection Agency rules, permits and guidelines and are documented in the as-built drawings. Based on a review of the information submitted, the Authority reserves the right, prior to the release of the withholding, to request modifications to the Project, the system, or the materials submitted pursuant to this section.

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Exhibit C

Reporting Requirements

Section 1. **Annual Loan Review**. The Authority's Annual Loan Review Form and annual financial statements in a format approved by the Authority, including the report of any annual audit(s) and all audit reports required by governmental auditing standards and any applicable Arizona rules, shall be provided by the Local Borrower to the Authority within one-hundred and eighty (180) days after the end of each fiscal year of the Local Borrower. The Local Borrower shall complete all audits and submit all reports required by the federal Single Audit Act within the time limits under that federal law, currently within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the federal agency that provided the funding or a different period is specified in a program-specific audit guide.

Section 2. **Records and Accounts**. The Local Borrower shall keep accurate records and accounts for the System, including records and accounts for the Project (the "*System Records*"), separate and distinct from its other records and accounts (the "*General Records*"). The Local Borrower must maintain the System Records in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets, as issued by the Governmental Accounting Standards Board (GASB) or by the Financial Accounting Standards Board (FASB), as applicable to the Local Borrower. If required by law, the Local Borrower must have the System Records audited annually by an independent accountant, which audit may be part of the annual audit of the General Records of the Local Borrower. The Local Borrower must make all System Records and General Records available for inspection by the Authority at any reasonable time.

Section 3. **Notice of Change In Key Personnel**. Promptly after becoming aware thereof, the Local Borrower shall provide notice in writing to the Authority of any change to the information in Section 1 of the Loan Agreement and any other change in key personnel connected to the Project and Loan.

Section 4. **Notice of Material Adverse Change**. The Local Borrower shall promptly notify the Authority of any material adverse change in the activities, prospects or condition (financial or otherwise), of the Local Borrower relating to the System, or in the ability of the Local Borrower to make all Loan Repayments from the Source of Repayment described in this Loan Agreement and otherwise to observe and perform its duties, covenants, obligations and agreements hereunder.

Section 5. **Disadvantaged Business Enterprise (DBE) Program.** The Local Borrower must report DBE participation to the Authority based on guidance from the Authority.

Section 6. **Notice of Default**. Promptly after becoming aware thereof, Local Borrower shall give notice to the Authority of (i) the occurrence of any Event of Default under the Loan Agreement or (ii) the occurrence of any breach, default, Event of Default, or event which with the giving of notice or lapse of time, or both, could become a material breach, default, or Event of Default (a "Future Breach") under any agreement, indenture, mortgage, or other instrument

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(other than the Loan Agreement) to which the Local Borrower is a party or by which it or any of its property is bound or affected. Local Borrower shall provide written notice to the Authority if the effect of such breach, default, Event of Default or Future Breach is to accelerate, or to permit the acceleration of, the maturity of any indebtedness under such agreement, indenture, mortgage, or other instrument; provided, however, that the failure of the Local Borrower to give such notice shall not affect the right and power of the Authority to exercise any and all of the remedies specified herein.

Section 7**.** **Notice of Construction Commencement**. The Local Borrower shall promptly notify the Authority immediately upon commencement of construction activities.

Section 8**.** **Notice of Non-Environmental Litigation**. Promptly after the commencement or overt threat thereof, Local Borrower shall provide the Authority with written notice of the commencement of all actions, suits, or proceedings before any court, arbitrator, or governmental department, commission, board, bureau, agency, or instrumentality affecting Local Borrower which, if adversely determined, could have a material adverse effect on the condition (financial or otherwise), operations, properties, or business of Local Borrower, or on the ability of Local Borrower to perform its obligations under the Loan Agreement.

Section 9. **Notice of Environmental Litigation**. Without limiting the provisions of Section 8 above, promptly after receipt thereof, Local Borrower shall provide the Authority with written notice of the receipt of all pleadings, orders, complaints, indictments, or other communication alleging a condition that may require Local Borrower to undertake or to contribute to a cleanup or other response under laws relating to environmental protection, or which seek penalties, damages, injunctive relief, or criminal sanctions related to alleged violations of such laws, or which claim personal injury to any person or property damage as a result of environmental factors or conditions or which, if adversely determined, could have a material adverse effect on the condition (financial or otherwise), operations, properties, or business of Local Borrower, or on the ability of Local Borrower to perform its obligations under the Loan Agreement.

Section 10. **Regulatory and Other Notices**. Promptly after receipt or submission thereof, Local Borrower shall provide the Authority with copies of any notices or other communications received from or directed to any governmental authority with respect to any matter or proceeding which could have a material adverse effect on the condition (financial or otherwise), operations, properties, or business of Local Borrower, or the ability of Local Borrower to perform its obligations under the Loan Agreement, or which reveals a substantial non compliance with any applicable law, regulation or rule.

Section 11. **Other Information**. The Local Borrower shall submit to the Authority other information regarding the condition (financial or otherwise), or operation of the Local Borrower as the Authority may, from time to time, reasonably request.

Section 12. **Additional Reporting Requirements.** The Local Borrower shall refer to the Loan Agreement Addendum for wage rate reporting requirements.

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Exhibit D Source of Repayment: System Revenues

Section 1 Certain Definitions

As used in this Loan Agreement, the following terms shall have the meanings set forth below unless the context clearly requires otherwise:

"Additional Parity Obligations" shall mean any additional obligations having a lien payable from Net Revenues of the System on a parity with the Loan Agreement which may hereafter be issued by the Local Borrower (or any financing conduit acting on behalf of the Local Borrower) in compliance with the terms in Section 3.

"Administrative Expenses" shall mean the reasonable cost or value of all services rendered by the Local Borrower and its various departments with respect to the System.

"Fund" shall mean the fund or funds into which the Local Borrower shall deposit the Revenues of the System.

"Net Revenues" shall mean that portion of the Revenues remaining after deducting sufficient funds for the Operation and Maintenance Expenses of the System.

"Operation and Maintenance Expenses" shall mean all costs reasonably incurred in connection with the operation, use and maintenance of the System, including (i) repairs necessary to keep the System in efficient and economical operating condition, (ii) the payments of premiums for insurance hereinafter required to be carried on the System, (iii) payments of reasonable Administrative Expenses and (iv) generally all expenses of the System except depreciation, interest expense related to the Loan Agreement, any Outstanding Parity Obligations, any Additional Parity Obligations, and interest expenses on any obligations subordinate to such obligations.

"Outstanding Parity Obligations" shall mean obligations issued and outstanding having a lien payable from Net Revenues of the System on a parity with the Loan Agreement.

"Revenues" shall mean and include all income, moneys and receipts to be received by the Local Borrower, directly or indirectly, from the ownership, use or operation of the System including any waste material or by-products of the System, and also including investment income.

Section 2 Source of Repayment and Rate Covenant Provisions

1. It is understood and agreed that all payments with respect to the Loan shall be made only from the Source of Repayment, which is hereby pledged to the payment of all amounts due under the Loan. The "Source of Repayment" is the Net Revenues of the System as hereinafter provided. The Net Revenues are hereby pledged by the Local Borrower to the payment of all amounts due under the Loan and the repayment of such amounts shall be secured by a lien on and pledge of the Net Revenues on parity with the pledge and lien granted by the Local Borrower for the payment and security of Outstanding Parity Obligations and Additional Parity

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Obligations. The amounts due under this Loan Agreement and any Outstanding Parity Obligations and Additional Parity Obligations (exclusive of the Local Borrower's repayment obligations with respect to those reserve fund credit instruments in connection with this Loan and any Additional Parity Obligations which shall be secured on a subordinate basis), shall be equally and ratably secured by said pledge and lien without one having priority over the other. The Local Borrower intends that this pledge shall be a prior and paramount lien on and a first pledge of the Net Revenues, as will be sufficient to make all payments on the Loan, and the Local Borrower covenants to make the payments under the Loan from the Net Revenues, except to the extent that it chooses to make such payments from other legally available funds at its sole option. In no event shall the Local Borrower be required to make the payments on the Loan from any revenues, receipts or sources not derived from the Net Revenues of the System.

2. The Local Borrower covenants and agrees that it will establish and maintain schedules of rates, fees and charges for all services supplied by the System which, after making reasonable allowance for contingencies and errors in estimates, shall produce Revenues in each fiscal year that are sufficient, (a) to pay the Operation and Maintenance Expenses of the System, (b) to produce an aggregate amount of Net Revenues equal the sum of (i) one hundred twenty percent (120%) of the aggregate of the debt service or comparable payments payable on the Loan, the Outstanding Parity Obligations, and any Additional Parity Obligations in such fiscal year, and (ii) one hundred percent (100%) of the aggregate of the debt service on comparable payments, separately payable and secured on a basis subordinate to the Loan by Net Revenues, and (c) to maintain all necessary fund balances required under the resolutions or agreements of the Local Borrower authorizing the Loan, the Outstanding Parity Obligations, and Additional Parity Obligations.

Section 3 Additional Parity Obligations

The Local Borrower covenants and agrees that no other obligations of any kind will be issued that are payable from or enjoy a pledge of the Net Revenues having priority over the Loan.

It is understood and agreed that Additional Parity Obligations having a lien upon and payable from the Net Revenues may be issued on parity with the Loan, but only as provided herein and only to provide funds to make improvements and expansions to the existing System, to purchase capacity rights in sewage treatment plant facilities owned by other political subdivisions of the State, to purchase capacity rights in water treatment plant facilities owned by other political subdivisions of the State, to acquire land, rights in land or water rights for the System, to provide reasonable reserves for Outstanding Parity Obligations and Additional Parity Obligations, to refund Outstanding Parity Obligations and Additional Parity Obligations or the Loan or to refund other bonds of the Local Borrower, if any, whether revenue bonds, general obligation bonds or other bonds or obligations, issued to provide funds to construct or acquire additions, extensions, improvements, expansions or replacements to the System, subject to the following conditions:

(a) The Local Borrower will not, at the time of the issuance of such Additional Parity Obligations, be in default under any Outstanding Parity Obligations, Additional Parity Obligations, the Loan or under any resolution related thereto or providing for the issuance of Additional Parity Obligations or any related credit or reserve fund credit instrument;

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(b) The issuance of Additional Parity Obligations will be duly authorized at an election, if required by law, except as to any bonds or obligations to be issued exclusively for the purpose of refunding any Outstanding Parity Obligations and Additional Parity Obligations or the Loan;

(c) The issuance of Additional Parity Obligations will be provided for by a resolution duly adopted by the Local Borrower's governing body and such Additional Parity Obligations will mature and interest will be paid on the same days of the year as Outstanding Parity Obligations and Additional Parity Obligations; and

(d) The Reserve Requirement (as defined in Exhibit E), as computed for the amount of Additional Parity Obligations to be issued, shall be available in the Reserve Fund (as defined in Exhibit E) in one of the following ways: (i) Additional Parity Obligation proceeds shall be immediately deposited to the Reserve Fund, or a separate account as may be required, in an amount equal to the increased Reserve Requirement, if any, for the Additional Parity Obligations, or a Reserve Fund surety acceptable to the Authority shall be purchased in such amount; or (ii) Additional Parity Obligations, or any other revenues of the Local Borrower lawfully available to be used for such deposit, may be deposited to the Reserve Fund in equal monthly deposits such that the Reserve Requirement for such Additional Parity Obligations shall be satisfied not more than four years from the date of delivery of such Additional Parity Obligations; or (iii) any combination of (i) and (ii). The Reserve Fund may be divided into separate and discrete subaccounts each pledged to different Additional Parity Obligations provided that each Additional Parity Obligation Reserve Requirement is satisfied in one of the foregoing manners; and

(e) the aggregate amount of the Net Revenues of the System for the last full fiscal year immediately preceding the issuance of such Additional Parity Obligation, as shown in a certificate or report of an independent public accountant or firm of such accountants presented to the Authority, has been at least equal to the sum of the following: (i) not less than one hundred twenty percent (120%) of the highest year's debt service or comparable payments on all of the Outstanding Parity Obligations, the Loan, and the Additional Parity Obligations then to be issued, and (ii) not less than one hundred percent (100%) of the aggregate of amounts payable in such fiscal year and secured on a subordinate basis by such Net Revenues and (iii) not less than one hundred percent (100%) of any additional amounts required to maintain or fund necessary fund balances under the resolutions or agreements of the Local Borrower relating to the obligations described in (i).

For the purposes of the subparagraph (e), additional amounts may be added to the Net Revenues as shown on the accountant's certificate or report in the following circumstances:

(1) If the Revenues have been increased as a result of construction of additions or acquisitions to the System made prior to the issuance of such Additional Parity Obligations but during either the fiscal year in which the Additional Parity Obligations are to be issued or in the preceding fiscal year, such increased Revenues may be treated as if such additions to the System were completed on the first day of the fiscal year used for purposes of computation. The Revenues derived from such additions and acquisitions to the System may

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be converted for purposes of computation to estimated Net Revenues which would have been derived therefrom if said additions and acquisitions had actually been completed on the first day of the year used for computation purposes, such estimates to be made by a professional firm experienced in estimating future revenues and expenses of water and sewer systems and having a recognized reputation for that work.

(2) If all or part of the proceeds of the Additional Parity Obligations are to be expended for the acquisition of existing water properties or facilities, there may be added to the Net Revenues of such preceding fiscal year the Net Revenues which would have been derived from the operation of such properties or facilities if such properties or facilities had been acquired and operated by the Local Borrower under the Local Borrower's applicable rate schedule during the entire preceding fiscal year, such Net Revenues to be estimated by a professional firm experienced in estimating future revenues and expenses of water and sewer systems and having a recognized reputation for that work.

(3) If prior to the issuance of the Additional Parity Obligations and subsequent to the first day of such preceding fiscal year, the Local Borrower shall have increased its rates or charges imposed for water services, there may be added to the Net Revenues of such fiscal year the additional Net Revenues which would have been received from the operation of the System during such fiscal year had such increase been in effect throughout such fiscal year, such additional Net Revenues to be estimated by a professional firm experienced in estimating future revenues and expenses of water and sewer systems and having a recognized reputation for that work.

For purposes of calculations under this subparagraph (e), if Additional Parity Obligations are to be issued exclusively for the purpose of refunding or retiring a portion of Outstanding Parity Obligations or this Loan, for the purpose of the calculation required under this subparagraph (e), the percentage requirement on such obligations will be taken into consideration only in any future fiscal year in which any fractional part of such obligations will remain outstanding after the issuance of such Additional Parity Obligations; provided that nothing herein contained shall be construed to limit or restrict the issuance of any Additional Parity Obligations if, before or as a result of the issuance and delivery of such Additional Parity Obligations, any other obligations theretofore issued will no longer be outstanding, or full payment for any such obligations will be provided for by funds from the bond or obligation proceeds.

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Exhibit E Debt Service Reserve Requirement

No Debt Service Reserve Required

The Local Borrower shall not be required to either (i) provide a Reserve Fund Surety or (ii) fund a Reserve Fund in cash in connection with this Agreement.

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Exhibit F Replacement Reserve Requirements

No Replacement Reserve Required

The Local Borrower shall not be required to maintain a Replacement Reserve in connection with the Loan.

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Exhibit G Form of Opinion of Local Borrower Counsel

Enter Date of Opinion

Water Infrastructure Finance Authority of Arizona
Phoenix, Arizona

Ladies and Gentlemen:

I am an attorney admitted to practice in the State of Arizona and I have acted as counsel to the City of Flagstaff (the "*Local Borrower*"), which has entered into a Loan Agreement (as hereinafter defined) with the Water Infrastructure Finance Authority of Arizona (the "*Authority*"), and have acted as such in connection with the authorization, execution and delivery by the Local Borrower of the Loan Agreement (as hereinafter defined). Terms used and not otherwise defined herein have the meanings given to them in the Loan Agreement.

In so acting I have examined the Constitution and laws of the State of Arizona. I have also examined originals, or copies certified or otherwise identified to my satisfaction, of the following:

(a) the Loan Agreement, dated as of TBD (the "*Loan Agreement*") by and between the Authority and the Local Borrower; and

(b) proceedings of the governing board of the Local Borrower relating to the approval of the Loan Agreement and the Local Borrower Bond and the execution, issuance and delivery thereof on behalf of the Local Borrower, and the authorization of the undertaking and completion of the Project, including the proceedings relating to the election held on Enter Election Date on the question of authorizing the Local Borrower to enter into loan agreements with the Authority and/or issue the Local Borrower Bond, of which there is authorized but unissued capacity at least equal to the principal amount of the Loan.

I have also examined and relied upon originals, or copies certified or otherwise authenticated to my satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in my judgment I have deemed necessary or appropriate to enable me to render the opinions expressed below.

Based upon the foregoing, I am of the opinion that:

1. The Local Borrower is a political subdivison of the State of Arizona with the legal right to carry on the business of the System as currently being conducted and as proposed to be conducted.

2. The Local Borrower has full legal right and authority to pledge the Source of Repayment for the Loan Repayments and to execute and deliver the Loan Agreement, and to observe and perform its duties, covenants, obligations and agreements thereunder and to undertake and complete the Project; subject, however, to the effect of restrictions and limitations imposed by or

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resulting from, bankruptcy, insolvency, moratorium, reorganization, debt adjustment or other similar laws affecting creditors rights generally ("*Creditor's Rights Limitations*") heretofore or hereafter enacted.

3. The Local Borrower has duly and validly pledged the Source of Repayment for the punctual payment of the principal of and interest on the Loan and all other amounts due under the Loan Agreement and the Local Borrower Bond according to their respective terms.

4. All additional debt tests and reserve and other requirements applicable to the Local Borrower with respect to the pledge of the Source of Repayment have been satisfied.

5. The authorizing proceedings of the Local Borrower's governing body approving the Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Local Borrower, and authorizing the Local Borrower to undertake and complete the Project (hereinafter collectively called the "*Authorizing Resolutions*") have been duly and lawfully adopted and authorized in accordance with applicable Arizona law, at a meeting or meetings which were duly called pursuant to necessary public notice and held in accordance with applicable Arizona law, and at which quorums were present and acting throughout.

6. The Loan Agreement has been duly authorized, executed and delivered by the authorized officers of the Local Borrower; and, assuming that the Authority has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered the Loan Agreement, the Loan Agreement constitutes the legal, valid and binding obligation of the Local Borrower enforceable in accordance with its terms; subject, however, to the effect of and to restrictions and limitations imposed by or resulting from Creditor's Rights Limitations or other laws, judicial decisions and principles of equity relating to the enforcement of contractual obligations generally.

7. To the best of my knowledge, after such investigation as I have deemed appropriate, the authorization, execution and delivery of the Loan Agreement by the Local Borrower, the observance and performance by the Local Borrower of its duties, covenants, obligations and agreements thereunder and the consummation of the transactions contemplated therein and the undertaking and completion of the Project do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or governmental or administrative agency, authority or person having jurisdiction over the Local Borrower or its property or assets or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, trust agreement, indenture, mortgage, deed of trust or other agreement to which the Local Borrower is a party or by which it, the System or its property or assets is bound.

8. To the best of my knowledge, after such investigation as I have deemed appropriate, all approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Local Borrower in connection with the authorization, execution, delivery and performance of the Loan Agreement, and the undertaking and completion of the Project have been obtained or made.

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9. To the best of my knowledge, after such investigation as I have deemed appropriate, there is no litigation or other proceeding pending or threatened in any Court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of the Local Borrower or the validity, legality or enforceability of the Loan Agreement, or the undertaking or completion of the Project.

This opinion is rendered on the basis of Federal law and the laws of the State of Arizona as enacted and construed on the date hereof. I express no opinion as to any matter not set forth in the numbered paragraphs herein.

Very truly yours,

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Exhibit H Form of Tax Compliance Certificate of Local Borrower

Water Infrastructure Finance Authority of Arizona

$20,000,000.00 Loan to City of Flagstaff

The Water Infrastructure Finance Authority of Arizona (the "Authority") and City of Flagstaff (the "Local Borrower") are entering into a Loan Agreement (the "Loan Agreement") in the maximum principal amount stated above pursuant to which the Authority will make a loan (the "Loan") to the Local Borrower. In connection with its state revolving fund programs, the Authority issues its bonds ("Authority Bonds") from time to time to finance loans and the Authority also pledges certain loans to secure and to serve as the source of payment for the Authority Bonds. As a result, and under the provisions of federal tax law applicable to the Authority Bonds, it is in the Authority's interest for the Loan to qualify and be a Tax-Exempt Obligation that is not an AMT Obligation. Therefore, in order to establish certain facts necessary for the Loan to qualify and be treated as a Tax-Exempt Obligation that is not an AMT Obligation, and as required by the provisions of the Loan Agreement, the Local Borrower by its officer signing this Certificate, certifies, represents, and covenants as follows with respect to the Loan. All statements in this Certificate are of facts or, as to events to occur in the future, reasonable expectations.

I. DEFINITIONS

1.10. Attachment A. The definitions and cross-references set forth in Attachment A apply to this Certificate and its Attachments. All terms relating to a particular issue, such as Sale Proceeds, relate to the Loan, unless indicated otherwise. (For example, "Sale Proceeds" refers to Sale Proceeds of the Loan, unless indicated otherwise.)

1.20. Special Definitions. Terms used herein, to the extent not defined in Attachment A or below, have the same meaning as defined in the Loan Agreement. In addition, the following definitions apply to this Certificate and its Attachments:

"Instructions" means the Rebate Instructions attached hereto as Attachment A-1.

"Issue" means the Loan.

"Issuer" means the Local Borrower.

"Project" means the financing of a portion of the costs of acquisition, construction and improvement of facilities to be financed by the Loan and includes Issuance Costs and interest on the Loan for up to three years from the Issuance Date or, if later, one year after the date the Project is placed in service, all of which are governmental purposes for purposes of the Code.

"Reserve Fund" is defined in 3.40(a).

1.30. References. Reference to a Section means a section of the Code. Reference by number only (for example, "2.10") means that numbered paragraph of this Certificate. Reference to an Attachment means an attachment to this Certificate.

II. ISSUE DATA

2.10. Issuer. The Issuer is a Governmental Unit.

2.20. Purpose of Issue. The Issue is being issued to provide funds to pay costs of the Project.

2.30. Dates. The Sale Date of the Issue is the date on which the Loan Agreement is executed and delivered by the Authority and the Local Borrower, and the Issuance Date of the Issue is the first date on which the aggregate draws under the Loan exceed the lesser of $50,000 or 5% of the principal amount of the Loan.

2.40. Issue Price. The Issue Price of the Issue is the principal amount actually advanced by the Authority to the Issuer as the Loan.

2.50. Sale Proceeds, Net Proceeds, and Net Sale Proceeds. The amount of Sale Proceeds equals the Issue Price. The amount of Net Proceeds equals the Issue Price minus the amount of Proceeds (if any) deposited in the Reserve Fund (if any). The amount of Net Sale Proceeds equals the amount of Net Proceeds minus the Minor Portion.

2.60. Disposition of Sale Proceeds. There will be no Pre-Issuance Accrued Interest with respect to the Issue. The Sale Proceeds will be used to pay costs of the Project and, if applicable, to fund the Reserve Fund (if any).

2.70. Higher Yielding Investments. Gross Proceeds will not be invested in Higher Yielding Investments except for (A) the Minor Portion to the extent provided in 3.80, (B) those Gross Proceeds identified in 3.10, 3.20, and 3.30, but only during the applicable Temporary Periods there described for those Gross Proceeds, and (C) Gross Proceeds held in the Reserve Fund (if any) to the extent set forth in 3.40(a).

2.80. Single Issue. No other obligations have been or will be sold less than 15 days before or after the Sale Date pursuant to the same plan of financing with the Issue that are expected to be paid from substantially the same source of funds as the Issue, determined without regard to guarantees from a person who is not a Related Party to the Issuer. Accordingly, no obligations other than those of the Issue are a part of a single issue with the Issue.

III. ARBITRAGE (NONREBATE) MATTERS

3.10. Use of Net Sale Proceeds and Pre-Issuance Accrued Interest; Temporary Periods.

(A) Pre-Issuance Accrued Interest. There will be no Pre-Issuance Accrued Interest with respect to the Issue.

(B) Payment of Costs of the Project.

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(1) All of the Net Sale Proceeds will be used to pay costs of the Project. Such Sale Proceeds may be used to acquire or hold Higher Yielding Investments for a period ending on the third anniversary of the Issuance Date (such period being the Temporary Period for such amount) because the following three tests are reasonably expected to be satisfied:

(i) At least 85% of the Net Sale Proceeds will be allocated to expenditures on the Project by the end of the Temporary Period;

(ii) Within 6 months of the Issuance Date, the Issuer will incur substantial binding obligations to third parties to expend at least 5% of the Net Sale Proceeds on the Project; and

(iii) Completion of the Project and allocation of the Net Sale Proceeds to expenditures will proceed with due diligence.

Any Sale Proceeds that remain unspent on the third anniversary of the Issuance Date, which is the expiration date of the Temporary Period for such Proceeds, shall not be invested in Higher Yielding Investments with respect to the Issue after that date except as part of the Minor Portion. In complying with the foregoing sentence, the Issuer may take into account "yield reduction payments" (within the meaning of Regulations §1.148-5(c)) paid to the United States.

(2) Any Reimbursement Allocation will qualify as a Reimbursement of Prior Capital Expenditures and will be made by an entry in the financial records of the Issuer kept with respect to the Issue showing that Sale Proceeds of the Issue have been returned to the fund or account of the Issuer from which such amount was originally and temporarily advanced to finance Capital Expenditures paid before this date by not more than (A) 18 months after the later of the date such Capital Expenditures were paid or the date on which the property resulting from such Capital Expenditures and comprising part of the Project was placed in service or (B) three years after the original expenditures were paid.

3.20. Investment Proceeds. Any Investment Proceeds will be used to pay costs of the Project and may be invested in Higher Yielding Investments during the Temporary Period identified in 3.10(B)(1) or, if longer, one year from the date of receipt, such period being the Temporary Period for such Proceeds.

3.30. Payment Fund. Amounts deposited from time to time in the fund of the Issuer from which payments will be made on the Issue, which is a Bona Fide Debt Service Fund, will be used to pay Debt Service on the Issue within 13 months after the amounts are so deposited, such period being the Temporary Period for such amounts.

3.40. Reserve Funds.

(A) Debt Service Reserve Fund. If (and only if) the Loan Agreement requires the funding of a debt service reserve fund ("Reserve Fund") in cash: The amount of Proceeds of the Loan deposited in the Reserve Fund shall not exceed

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10% of the stated principal amount of the Loan. Amounts in the portion of the Reserve Fund allocable to the Issue may be invested in Higher Yielding Investments with respect to the Issue to the extent that such amounts do not exceed the least of (i) 10% of the principal amount of the Issue; (ii) maximum annual Debt Service; and (iii) 125% of average annual Debt Service. Any amounts in the portion of the Reserve Fund allocable to the Issue in excess of the least of these amounts will not be invested in Higher Yielding Investments with respect to the Issue. In complying with the yield restriction set forth in this Section, the Issuer may take into account "yield reduction payments" (within the meaning of Regulations § 1.148-5(c)) timely paid or to be timely paid to the United States because amounts in the Reserve Fund (other than investment earnings) are not reasonably expected to be used to pay Debt Service other than in connection with reductions in the amount required to be in the Reserve Account. The establishing and funding of the Reserve Fund was reasonably required by the Authority as a condition of making the Loan.

(B) Replacement Reserve Fund. If (and only if) the Loan Agreement requires the funding of a replacement reserve fund ("Replacement Reserve Fund") in cash: The Replacement Reserve Fund may be used for one or more of the following purposes: (i) the acquisition of new, or the replacement of obsolete or worn out, machinery, equipment, furniture, fixtures or other personal property for the Issuer's utility system, provided that the property is depreciable; (ii) the performance of repairs with respect to the Issuer's utility system that are of an extraordinary and non-recurring nature, provided that the property is depreciable; (iii) the acquisition or construction of additions to or improvements, extensions or enlargements to, or remodeling of, the Issuer's utility system, provided that the property is depreciable; and/or (iv) to make Debt Service payments to the Authority on the Issue (collectively, the "Permitted Uses"). The Issuer reasonably expects to use amounts in the Replacement Reserve Fund for Permitted Uses other than to make Debt Service payments to the Authority on the Issue, and therefore there is no reasonable assurance of the availability of those amounts to make Debt Service payments to the Authority on the Issue if the Issuer encounters financial difficulties

3.50. No Other Replacement Fund or Assured Available Funds. Except as described in 3.30 and, if and to the extent applicable, 3.40(A), , the Issuer has not established and does not expect to establish or use any sinking fund, debt service fund, redemption fund, reserve or replacement fund, or similar fund, or any other fund to pay Debt Service on the Issue. Except for money referred to in 3.30 and Proceeds of a Refunding Issue, if any, no other money or Investment Property is or will be pledged as collateral or used for the payment of Debt Service on the Issue (or for the reimbursement of any others who may provide money to pay that Debt Service), or is or will be restricted, dedicated, encumbered, or set aside in any way as to afford the holders of the Issue reasonable assurance of the availability of such money or Investment Property to pay Debt Service on the Issue.

3.60. No Overissuance. The Proceeds of the Issue are not reasonably expected to exceed the amount needed for the governmental purposes of the Issue as set forth in 2.20.

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3.70. Other Uses of Proceeds Negated. Except as stated otherwise in this Certificate, none of the Proceeds of the Issue will be used:

(A) to pay principal of or interest on, refund, renew, roll over, retire, or replace any other obligations issued by or on behalf of the Issuer or any other Governmental Unit,

(B) to replace any Proceeds of another issue that were not expended on the project for which such other issue was issued,

(C) to replace any money that was or will be used directly or indirectly to acquire Higher Yielding Investments,

(D) to make a loan to any person or other Governmental Unit,

(E) to pay any Working Capital Expenditure other than expenditures identified in Regulations §1.148-6(d)(3)(ii)(A) and (B) (i.e., Issuance Costs of the Issue, Qualified Administrative Costs, reasonable charges for a Qualified Guarantee or for a Qualified Hedge, interest on the Issue for a period commencing on the Issuance Date of the Issue and ending on the date that is the later of three years from such Issuance Date or one year after the date on which the project financed or refinanced by the Issue was or will be placed in service, payments of the Rebate Amount, and costs, other than those already described, that do not exceed 5% of the Sale Proceeds and that are directly related to Capital Expenditures financed or deemed financed by the Issue, principal or interest on an issue paid from unexpected excess Sale Proceeds or Investment Proceeds, and principal or interest on an issue paid from investment earnings on a reserve or replacement fund that are deposited in a Bona Fide Debt Service Fund), or

(F) to reimburse any expenditures made prior to the Issuance Date except those that qualify as a Reimbursement of Prior Capital Expenditures.

No portion of the Issue is being issued solely for the purpose of investing Proceeds in Higher Yielding Investments.

3.80. Minor Portion. The Minor Portion is equal to the lesser of 5% of the Sale Proceeds of the Issue and $100,000. Such Minor Portion may be invested in Higher Yielding Investments with respect to the Issue.

3.90. No Other Replacement Proceeds. That portion of the Issue that is to be used to finance Capital Expenditures has a weighted average maturity that does not exceed 120% of the weighted average reasonably expected economic life of the property resulting from such Capital Expenditures.

IV. REBATE MATTERS

4.10. Issuer Obligation Regarding Rebate. Consistently with its covenants contained in the Loan Agreement, the Issuer will calculate and make, or cause to be calculated and made,

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payments of the Rebate Amount in the amounts and at the times and in the manner provided in Section 148(f) with respect to Gross Proceeds to the extent not exempted under Section 148(f)(4) and the Instructions.

4.20. No Avoidance of Rebate Amount. No amounts that are required to be paid to the United States will be used to make any payment to a party other than the United States through a transaction or a series of transactions that reduces the amount earned on any Investment Property or that results in a smaller profit or a larger loss on any Investment Property than would have resulted in an arm's length transaction in which the Yield on the Issue was not relevant to either party to the transaction.

4.30. Exceptions.

(A) Small Issuer Exception. The Issue is exempt under Section 148(f)(4)(D) from the rebate requirement **if all** of the following requirements are satisfied:

(1) The Issuer is a Governmental Unit with general taxing powers within the meaning of Section 148(f)(4)(D), and

(2) No part of the Issue is a Private Activity Bond, and

(3) All of the Net Proceeds will be used for "local governmental activities" of the Issuer within the meaning of Section 148(f)(4)(D) and none of the Net Proceeds will be used for any Private Business Use, and

(4) The aggregate principal amount of all Tax-Exempt Obligations, including the Issue, issued or to be issued by the Issuer, its subordinate entities and entities that issue any such obligations on behalf of the Issuer, or on behalf of which the Issuer issues any such obligations, during the current calendar year does not, and is not reasonably expected to, exceed $5,000,000. The Tax-Exempt Obligations taken into account for this purpose exclude any Private Activity Bonds and any Current Refunding Portion and Current Refunding Issue to the extent that the amount of such Current Refunding Portion or Current Refunding Issue does not exceed the outstanding amount of the obligations refunded by such Current Refunding Portion or Current Refunding Issue. No entity has been or will be formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV).

If, but only if, all of the above requirements are satisfied, check here: [____]

and sign here: _____

(B) General Exception. Notwithstanding the foregoing, the computations and payments of amounts to the United States referred to in IV need not be made to the extent that the Issuer will not thereby fail to comply with any requirements of Section 148(f) and the Instructions based on an opinion of bond counsel.

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4.40. Election. The Issue is a Construction Issue. The Issuer hereby elects to apply the 2-year spending exception to the rebate requirements on the basis of actual facts instead of the Issuer's reasonable expectations.

V. OTHER TAX MATTERS

5.10. Not Private Activity Bonds or Pool Bonds. No obligation of the Issue will be a Private Activity Bond or a pooled financing bond (within the meaning of Section 149(f)), based on the following:

(A) Not more than 5% of the Proceeds, if any, directly or indirectly, will be used for a Private Business Use and not more than 5%, if any, of the Debt Service on the Issue, directly or indirectly, will be secured by any interest in property used or to be used for a Private Business Use or payments in respect of such property, or will be derived from payments (whether or not to the Issuer) in respect of property, or borrowed money, used or to be used for a Private Business Use.

(B) Less than 5% of the Proceeds, if any, will be used to make or finance loans to any Private Person or Governmental Unit other than the Issuer.

(C) The lesser of the Proceeds that are being or will be used for any Private Business Use or the Proceeds with respect to which there are payments or (borrowed money) that are being or will be used for any Private Business Use does not exceed $15,000,000 and none of the Proceeds will be used with respect to an "output facility" (other than a facility for the furnishing of water) within the meaning of Section 141(b)(4).

(D) The Issuer does not expect to sell or otherwise dispose of the Project or any portion thereof during the term of the Issue except for dispositions of property in the normal course at the end of such property's useful life to the Issuer. With respect to tangible personal property, if any, that is part of the Project, the Issuer reasonably expects that:

(1) Dispositions of such tangible personal property, if any, will be in the ordinary course of an established governmental program;

(2) The weighted average maturity of the obligations of the Issue financing such property (treating the obligations of the Issue properly allocable to such personal property as a separate issue for this purpose) will not be greater than 120% of the reasonably expected actual use of such property for governmental purposes;

(3) The fair market value of such property on the date of disposition will not be greater than 25% of its cost;

(4) The property will no longer be suitable for its governmental purposes on the date of disposition; and

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(5) The amounts received from any disposition of such property are required to be, and will be, commingled with substantial tax or other governmental revenues and will be spent on governmental programs within 6 months from the date of such deposit and commingling.

5.20. Issue Not Federally Guaranteed. The Issue is not Federally Guaranteed.

5.30. Not Hedge Bonds. At least 85% of the Spendable Proceeds will be used to carry out the governmental purposes of the Issue within three years from the Issuance Date. Not more than 50%, if any, of the Proceeds will be invested in Nonpurpose Investments having a substantially guaranteed Yield for four years or more (including but not limited to any investment contract or fixed yield investment having a maturity of four years or more). The reasonable expectations stated above are not based on and do not take into account (A) any expectations or assumptions as to the occurrence of changes in market interest rates or changes of federal tax law or regulations or rulings thereunder or (B) any prepayments of items other than items that are customarily prepaid.

5.40. Hedge Contracts. The Issuer has not entered into, and does not reasonably expect to enter into, any Hedge with respect to the Issue, or any portion thereof. The Issuer acknowledges that entering into a Hedge with respect to the Issue, or any portion thereof, may change the Yield and that Bond Counsel should be contacted prior to entering into any Hedge with respect to the Issue in order to determine whether payments/receipts pursuant to the Hedge will be taken into account in computing the Yield.

5.50. Internal Revenue Service Information Return. Within the time and on the form prescribed by the Internal Revenue Service under Section 149(e), the Issuer will file with the Internal Revenue Service an Information Return setting forth the required information relating to the Issue. The information reported on that Information Return will be true, correct, and complete to the best of the knowledge and belief of the undersigned.

5.60. Responsibility of Officer.

(A) The officer signing this Certificate is one of the officers of the Issuer responsible for issuing the Issue.

(B) To the best of the knowledge, information, and belief of the undersigned, all expectations stated in this Certificate are the expectations of the Issuer and are reasonable, all facts stated are true, and there are no other existing facts, estimates, or circumstances that would or could materially change the statements made in this Certificate. The certifications and representations made in this Certificate are intended to be relied upon as certifications described in Regulations § 1.148-2(b). The Issuer acknowledges that any change in the facts or expectations from those set forth in this Certificate may result in different requirements or a change in status of the Issue or interest thereon under the Code, and that bond counsel should be contacted if such changes are to occur or have occurred.

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City of Flagstaff

By:_____

Name:_____

Title:_____

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List of Attachments

Attachment A -- Definitions for Tax Compliance Certificate

Attachment A-1 -- Rebate Instructions

Attachment A

Definitions for Tax Compliance Certificate of Local Borrower

The following terms, as used in Attachment A and in the Tax Compliance Certificate to which it is attached and in the other Attachments to the Tax Compliance Certificate, have the following meanings unless therein otherwise defined or unless a different meaning is indicated by the context in which the term is used. Capitalized terms used within these definitions that are not defined in Attachment A have the meanings ascribed to them in the Tax Compliance Certificate to which this Attachment A is attached. The word "Issue," in lower case, refers either to the Issue or to another issue of obligations or portion thereof treated as a separate issue for the applicable purposes of Section 148, as the context requires. The word "obligation" or "obligations," in lower case, includes any obligation, whether in the form of bonds, notes, certificates, or any other obligation that is a "bond" within the meaning of Section 150(a)(1). All capitalized terms used in this Certificate include either the singular or the plural. All terms used in this Attachment A or in the Tax Compliance Certificate to which this Attachment A is attached, including terms specifically defined, shall be interpreted in a manner consistent with Sections 103 and 141-150 and the applicable Regulations thereunder except as otherwise specified. All references to Section, unless otherwise noted, refer to the Code.

"Advance Refunding Issue" means any Refunding Issue that is not a Current Refunding Issue.

"Advance Refunding Portion" means that portion of a Multipurpose Issue that constitutes a separate governmental purpose and that would be treated as an Advance Refunding Issue if it had been issued as a separate issue.

"AMT Obligation" means a Tax-Exempt Obligation the interest on which is an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code.

"Available Construction Proceeds" means an amount equal to (a) the sum of (i) the Issue Price of an issue, (ii) Investment Proceeds on that Issue Price, (iii) earnings on any reasonably required reserve or replacement fund allocable to the issue not funded from the Issue Price, and (iv) Investment Proceeds and earnings on (ii) and (iii), (b) reduced by the portions, if any, of the Issue Price of the issue (i) attributable to Pre-Issuance Accrued Interest and earnings thereon, (ii) allocable to the underwriter's discount, (iii) used to pay other Issuance Costs of the issue, and (iv) deposited in a reasonably required reserve or replacement fund allocable to the issue. "Available Construction Proceeds" does not include Investment Proceeds or earnings on a reasonably required reserve or replacement fund allocable to the issue for any period after the earlier of (a) the close of the 2-year period that begins on the Issuance Date or (b) the date the construction of the project financed by the issue is substantially completed, provided, however, that such Investment Proceeds or earnings shall be excluded from "Available Construction Proceeds" if the Issuer has timely elected such exclusion. If an issue is a Multipurpose Issue that includes a New Money Portion that is a Construction Issue, this definition shall be applied by substituting "New Money Portion" for "issue" each place the latter term appears. If an issue or the New Money Portion of a Multipurpose Issue, as applicable, is

not a Construction Issue, and the Issuer makes the bifurcation election under Regulations §1.148-7(j)(1) and Section 148(f)(4)(C)(v) to treat the issue or the New Money Portion as two separate issues consisting of the Construction Portion and the Nonconstruction Portion, this definition shall be applied by substituting "Construction Portion" for "issue" each place the latter term appears.

"Bona Fide Debt Service Fund" means a fund, including a portion of or an account in that fund (or in the case of a fund established for two or more issues, the portion of that fund properly allocable to an issue), or a combination of such funds, accounts or portions that is used primarily to achieve a proper matching of revenues with Debt Service on an issue within each Bond Year and that is depleted at least once each year except for a reasonable carryover amount not to exceed the greater of the earnings thereon for the immediately preceding Bond Year or one-twelfth of the annual Debt Service on the issue for the immediately preceding Bond Year.

"Bond Year" means the annual period relevant to the application of Section 148(f) to an issue, except that the first and last Bond Years may be less than 12 months long. The last day of a Bond Year shall be the close of business on the day preceding the anniversary of the Issuance Date of an issue unless the Issuer selects another date on which to end a Bond Year in the manner permitted by the Code.

"Capital Expenditures" means costs of a type that are properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of Placed in Service) under general federal income tax principles.

"Code" means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"Commingled Fund" means any fund or account of the Issuer that contains both Gross Proceeds of an issue and amounts in excess of $25,000 that are not Gross Proceeds of the issue if the amounts in the fund or account are invested and accounted for collectively, without regard to the source of funds deposited in the fund or account.

"Commingled Investment Proceeds" means Investment Proceeds of an issue (other than Investment Proceeds held in a Refunding Escrow) that are deposited in a Commingled Fund with substantial tax or other revenues from governmental operations of the Issuer and that are reasonably expected to be spent for governmental purposes within 6 months from the date of deposit in the Commingled Fund, using any reasonable accounting assumptions.

"Conduit Borrower" means the obligor on a purpose investment.

"Conduit Financing Issue" means an issue the Proceeds of which are reasonably expected to be used to finance one or more Conduit Loans.

"Conduit Loan" means a purpose investment acquired by the Issuer with Proceeds of a Conduit Financing Issue, thereby effecting a loan to the Conduit Borrower.

"Construction Expenditures" means Capital Expenditures allocable to the cost of real property (including the construction or making of improvements to real property, but excluding acquisitions of interests in land or other existing real property) or constructed personal property within the meaning of Regulations §1.148-7(g).

"Construction Issue" means an issue at least 75% of the Available Construction Proceeds of which are to be used for Construction Expenditures with respect to property that is, or upon completion will be, owned by a Governmental Unit or a 501(c)(3) Organization. If an issue is a Multipurpose Issue that includes a New Money Portion, this definition shall be applied by substituting "New Money Portion" for "Construction Issue" each place the latter term appears. If an election under Section 148(f)(4)(C)(v) and Regulations §1.148-7(j) is made to bifurcate an issue or the New Money Portion of a Multipurpose Issue, this definition shall be applied by substituting "Construction Portion" for "Construction Issue" each place the latter term appears.

"Construction Portion" means that portion of an issue or the New Money Portion of a Multipurpose Issue at least 75% of the Available Construction Proceeds of which are to be used for Construction Expenditures with respect to property that is, or upon completion will be, owned by a Governmental Unit or a 501(c)(3) Organization and that finances 100% of the Construction Expenditures.

"Controlled Group" means a group of entities controlled directly or indirectly by the same entity or group of entities within the meaning of Regulations §1.150-1(e).

"Current Refunding Issue" means a Refunding Issue that is issued not more than 90 days before the last expenditure of any Proceeds of the Refunding Issue for the payment of Debt Service on the Refunded Bonds.

"Current Refunding Portion" means that portion of a Multipurpose Issue that constitutes a separate governmental purpose and that would be treated as a Current Refunding Issue if it had been issued as a separate issue.

"Debt Service" means principal of and interest and any redemption premium on an issue.

"Excess Gross Proceeds" means all Gross Proceeds of an Advance Refunding Issue that exceed an amount equal to 1% of the Sale Proceeds of such Advance Refunding Issue, other than Gross Proceeds allocable to: (a) payment of Debt Service on the Refunded Bonds; (b) payment of Pre-Issuance Accrued Interest on the Advance Refunding Issue and interest on the Advance Refunding Issue that accrues for a period up to the completion date of any capital project financed by the Prior Issue, plus one year; (c) a reasonably required reserve or replacement fund for the

Advance Refunding Issue or Investment Proceeds of such fund; (d) payment of Issuance Costs of the Advance Refunding Issue; (e) payment of administrative costs allocable to repaying the Refunded Bonds, carrying and repaying the Advance Refunding Issue, or investments of the Advance Refunding Issue; (f) Transferred Proceeds allocable to expenditures for the governmental purpose of the Prior Issue (treating for this purpose all unspent Proceeds of the Prior Issue properly allocable to the Refunded Bonds as of the Issuance Date of the Advance Refunding Issue as Transferred Proceeds); (g) interest on purpose investments; (h) Replacement Proceeds in a sinking fund for the Advance Refunding Issue; and (i) fees for a Qualified Guarantee for the Advance Refunding Issue or the Prior Issue. If an Issue is a Multipurpose Issue that includes an Advance Refunding Portion, this definition shall be applied by substituting "Advance Refunding Portion" for "Advance Refunding Issue" each place the latter term appears.

"Federally Guaranteed" means that (a) the payment of Debt Service on an issue, or the payment of principal or interest with respect to any loans made from the Proceeds of the issue, is directly or indirectly guaranteed in whole or in part by the United States or by an agency or instrumentality of the United States, within the meaning of Section 149(b) of the Code, or (b) more than 5% of the Proceeds of an issue will be invested directly or indirectly in federally insured deposits or accounts. The preceding sentence does not apply to (a) Proceeds invested during an initial Temporary Period until such Proceeds are needed to pay costs of the project, (b) investments of a Bona Fide Debt Service Fund, (c) direct purchases from the United States of obligations issued by the United States Treasury, or (d) other investments permitted by Section 149(b) or Regulations §1.149(b)-1(b).

"501(c)(3) Organization" means an organization described in Section 501(c)(3) and exempt from tax under Section 501(a).

"Fixed Yield Issue" means an issue of obligations the Yield on which is fixed and determinable on the Issuance Date.

"Governmental Unit" means a state, territory or possession of the United States, the District of Columbia, or any political subdivision thereof referred to as a "State or local governmental unit" in Regulations §1.103-1(a). "Governmental Unit" does not include the United States or any agency or instrumentality of the United States.

"Gross Proceeds" means Proceeds and Replacement Proceeds of an issue.

"Hedge" means a contract entered into by the Issuer or the Conduit Borrower primarily to modify the Issuer's or the Conduit Borrower's risk of interest rate changes with respect to an obligation (e.g., an interest rate swap, an interest rate cap, a futures contract, a forward contract or an option).

"Higher Yielding Investments" means any Investment Property that produces a Yield that (a) in the case of Investment Property allocable to Replacement Proceeds of an issue and Investment Property in a Refunding Escrow, is more than one thousandth of one percentage point (.00001) higher than the Yield on the applicable issue, and (b) for all other purposes is more than one-eighth of one percentage point (.00125) higher than the Yield on the issue.

"Investment Proceeds" means any amounts actually or constructively received from investing Proceeds of an issue in Investment Property.

"Investment Property" means investment property within the meaning of Sections 148(b)(2) and 148(b)(3), including any security (within the meaning of Section 165(g)(2)(A) or (B)), any obligation, any annuity contract and any other investment-type property (including certain residential rental property for family units as described in Section 148(b)(2)(E) in the case of any bond other than a Private Activity Bond). Investment Property includes a Tax-Exempt Obligation that is a "specified private activity bond" as defined in Section 57(a)(5)(C), but does not include other Tax-Exempt Obligations.

"Issuance Costs" means costs to the extent incurred in connection with, and allocable to, the issuance of an issue, and includes underwriter's compensation withheld from the Issue Price, counsel fees, financial advisory fees, rating agency fees, trustee fees, paying agent fees, bond registrar, certification and authentication fees, accounting fees, printing costs for bonds and offering documents, public approval process costs, engineering and feasibility study costs, guarantee fees other than for a Qualified Guarantee and similar costs, but does not include fees charged by the Issuer.

"Issuance Date" means the date of physical delivery of an issue by the Issuer in exchange for the purchase price of the issue.

"Issue Price" means in the circumstances applicable to an issue:

(1) Public Offering. In the case of obligations actually offered to the general public in a bona fide public offering at the initial offering price for each maturity set forth in the certificate of the underwriter or placement agent attached to the Tax Compliance Certificate of the Issuer, the aggregate of the initial offering price for each maturity (including any Pre-Issuance Accrued Interest and original issue premium, but excluding any original issue discount), which price is not more than the fair market value thereof as of the Sale Date, and at which initial offering price not less than 10% of the principal amount of each maturity, as of the Sale Date, was sold or reasonably expected to be sold (other than to bond houses, brokers or other intermediaries). In the case of publicly offered obligations that are not described in the preceding sentence, Issue Price means the aggregate of the initial offering price to the public of each maturity set forth in the certificate of the underwriter or placement agent attached to the Tax Compliance Certificate of the Issuer, which price is not more than the fair market value thereof as of the Sale Date, and at which initial offering price not less than 10% of the principal amount of each maturity was sold to the public.

(2) Private Placement. In the case of obligations sold by private placement, the aggregate of the prices (including any Pre-Issuance Accrued Interest and original issue premium, but excluding any original issue discount) paid to the

Issuer by the first purchaser(s) (other than bond houses, brokers or other intermediaries).

"Minor Portion" means an amount equal to the lesser of $100,000 or 5% of the Sale Proceeds of an issue.

"Multipurpose Issue" means an issue the bonds of which are allocable to two or more separate governmental purposes within the meaning of Regulations §1.148-9(h).

"Net Proceeds" means the Sale Proceeds of an issue less the portion thereof, if any, deposited in a reasonably required reserve or replacement fund for the issue.

"Net Sale Proceeds" means the Sale Proceeds of an issue less the portion thereof, if any, deposited in a reasonably required reserve or replacement fund for the issue and the portion invested as a part of a Minor Portion for the issue.

"New Money Issue" means an issue that is not a Refunding Issue.

"New Money Portion" means that portion of a Multipurpose Issue other than the Refunding Portion.

"Nonpurpose Investments" means any Investment Property that is acquired with Gross Proceeds as an investment and not in carrying out any governmental purpose of an issue. "Nonpurpose Investments" does not include any investment that is not regarded as "investment property" or a "nonpurpose investment" for the particular purposes of Section 148 (such as certain investments in U.S. Treasury obligations in the State and Local Government Series and certain temporary investments), but does include any other investment that is a "nonpurpose investment" within the applicable meaning of Section 148.

"Placed in Service" means the date on which, based on all the facts and circumstances, a facility has reached a degree of completion that would permit its operation at substantially its design level and the facility is, in fact, in operation at such level.

"Pre-Issuance Accrued Interest" means interest on an obligation that accrued for a period not greater than one year before its Issuance Date and that will be paid within one year after such Issuance Date.

"Preliminary Expenditures" means any Capital Expenditures that are "preliminary expenditures" within the meaning of Regulations §1.150-2(f)(2), i.e., architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project other than land acquisition, site preparation, and similar costs incident to commencement of construction. The aggregate amount of Preliminary Expenditures may not exceed 20% of the aggregate Issue Price of the issue or issues that financed or are reasonably expected to finance the project for which such Preliminary Expenditures are or were incurred.

"Prior Issue" means an issue of obligations all or a portion of the Debt Service on which is paid or provided for with Proceeds of a Refunding Issue. The Prior Issue may be a Refunding Issue.

"Private Activity Bond" means (a) obligations of an issue more than 10% of the Proceeds of which, directly or indirectly, are or are to be used for a Private Business Use and more than 10% of the Debt Service on which, directly or indirectly, is or is to be paid from or secured by payments with respect to property, or secured by property, used for a Private Business Use, or (b) obligations of an issue, the Proceeds of which are or are to be used to make or finance loans to any Private Person that, in the aggregate, exceed the lesser of 5% of such Proceeds or $5,000,000. In the event of Unrelated or Disproportionate Use, the tests in (a) shall be applied by substituting 5% for 10% each place the latter term is used.

"Private Business Use" means use (directly or indirectly) in a trade or business carried on by any Private Person other than use as a member of, and on the same basis as, the general public. Any activity carried on by a Private Person (other than a natural person) shall be treated as a trade or business. In the case of a Qualified 501(c)(3) Bond, Private Business Use excludes use by a 501(c)(3) Organization that is not an unrelated trade or business activity by such 501(c)(3) Organization within the meaning of Section 513(a).

"Private Person" means any natural person or any artificial person, including a corporation, partnership, trust or other entity, other than a Governmental Unit. "Private Person" includes the United States and any agency or instrumentality of the United States.

"Proceeds" means any Sale Proceeds, Investment Proceeds, and Transferred Proceeds of an issue. "Proceeds" does not include Replacement Proceeds.

"Qualified Administrative Costs" means reasonable direct administrative costs (other than carrying costs) such as separately stated brokerage or selling commissions, but not legal and accounting fees, recordkeeping, custody and similar costs. General overhead costs and similar indirect costs of the Issuer such as employee salaries and office expenses and costs associated with computing the Rebate Amount are not Qualified Administrative Costs.

"Qualified 501(c)(3) Bonds" means an issue of obligations that satisfies the requirements of Section 145(a).

"Qualified Guarantee" means any guarantee of an obligation that constitutes a "qualified guarantee" within the meaning of Regulations §1.148-4(f).

"Qualified Hedge" means a Hedge that is a "qualified hedge" within the meaning of Regulations §1.148-4(h)(2).

"Rebate Amount" means the excess of the future value, as of any date, of all receipts on Nonpurpose Investments acquired with Gross Proceeds of an issue over the future value, as of that date, of all payments on those Nonpurpose Investments, computed in accordance with Section 148(f) and Regulations §1.148-3.

"Refunded Bonds" means obligations of a Prior Issue the Debt Service on which is or is to be paid from Proceeds of a Refunding Issue.

"Refunding Bonds" means obligations of a Refunding Issue.

"Refunding Issue" means an issue the Proceeds of which are or are to be used to pay Debt Service on Refunded Bonds and includes Issuance Costs, Pre-Issuance Accrued Interest or permitted capitalized interest, a reasonably required reserve or replacement fund and similar costs of the Refunding Issue.

"Refunding Escrow" means one or more funds established as part of a single transaction, or a series of related transactions, containing Proceeds of a Refunding Issue and any other amounts to be used to pay Debt Service on Refunded Bonds of one or more issues.

"Refunding Portion" means that portion of a Multipurpose Issue the Proceeds of which are, or are to be, used to pay Debt Service on Refunded Bonds and includes Issuance Costs, Pre-Issuance Accrued Interest or permitted capitalized interest, a reasonably required reserve or replacement fund and similar costs properly allocable to the Refunding Portion.

"Regulations" or "Reg." means Treasury Regulations.

"Reimbursement Allocation" means an allocation of the Proceeds of an issue for the Reimbursement of Prior Capital Expenditures, other than Preliminary Expenditures, that meets each of the following requirements: (a) is evidenced on the books or records of the Issuer maintained with respect to the issue, (b) the allocation entry identifies either actual prior Capital Expenditures, or the fund or account from which the prior Capital Expenditures were paid, and (c) evidences the Issuer's use of Proceeds of the issue to reimburse a Capital Expenditure for a governmental purpose that was originally paid from a source other than the Proceeds of the issue.

"Reimbursement of Prior Capital Expenditures" means a Reimbursement Allocation of Proceeds of the Issue to a Capital Expenditure paid prior to the Issuance Date of such Issue, that satisfies the following requirements: (a) the Capital Expenditure was paid after March 1, 1992; (b) prior to, or within 60 days after, payment of the Capital Expenditure (except Preliminary Expenditures), the Issuer adopted an official intent for the Capital Expenditure that satisfies Regulations §1.150-2(e); and (c) except for Preliminary Expenditures, the Reimbursement Allocation occurs or will occur within 18 months after the later of the date the Capital Expenditure was paid or the date the project resulting from such Capital Expenditure was Placed in Service or abandoned, but in no event more than 3 years after the Capital Expenditure was paid.

"Related Party" means, in reference to a Governmental Unit or 501(c)(3) Organization, any member of the same Controlled Group and, in reference to any person that is not a Governmental Unit or 501(c)(3) Organization, a "related person" as defined in Section 144(a)(3) of the Code.

"Replacement Proceeds" means, with respect to an issue, amounts (including any investment income, but excluding any Proceeds of any issue) replaced by Proceeds of that issue within the meaning of Section 148(a)(2). "Replacement Proceeds" includes amounts, other than Proceeds, held in a sinking fund, pledged fund or reserve or replacement fund for an issue.

"Sale Date" means, with respect to an issue, the first date on which there is a binding contract in writing with the Issuer for the sale and purchase of an issue (or of respective obligations of the issue if sold by the Issuer on different dates) on specific terms that are not later modified or adjusted in any material respect.

"Sale Proceeds" means that portion of the Issue Price actually or constructively received by the Issuer upon the sale or other disposition of an issue, including any underwriter's compensation withheld from the Issue Price, but excluding Pre-Issuance Accrued Interest.

"Spendable Proceeds" means the Net Sale Proceeds of an issue.

"Tax-Exempt Obligation" means any obligation or issue of obligations (including bonds, notes and lease obligations treated for federal income tax purposes as evidences of indebtedness) the interest on which is excluded from gross income for federal income tax purposes within the meaning of Section 150, and includes any obligation or any investment treated as a "tax-exempt bond" for the applicable purpose of Section 148.

"Tax-Exempt Organization" means a Governmental Unit or a 501(c)(3) Organization.

"Temporary Period" means the period of time, as set forth in the Tax Compliance Certificate, applicable to particular categories of Proceeds of an issue during which such category of Proceeds may be invested in Higher Yielding Investments without the issue being treated as arbitrage bonds under Section 148.

"Transferred Proceeds" means that portion of the Proceeds of an issue (including any Transferred Proceeds of that issue) that remains unexpended at the time that any portion of the principal of the Refunded Bonds of that issue is discharged with the Proceeds of a Refunding Issue and that thereupon becomes Proceeds of the Refunding Issue as provided in Regulations §1.148-9(b). "Transferred Proceeds" does not include any Replacement Proceeds.

"Unrelated or Disproportionate Use" means Private Business Use that is not related to or is disproportionate to use by a Governmental Unit within the meaning of Section 141(b)(3) and Regulations §1.141-9.

"Variable Yield Issue" means any Issue that is not a Fixed Yield Issue.

"Working Capital Expenditures" means any costs of a type that do not constitute Capital Expenditures, including current operating expenses.

"Yield" has the meaning assigned to it for purposes of Section 148 of the Code, and means that discount rate (stated as an annual percentage) that, when used in computing the present worth of all applicable unconditionally payable payments of Debt Service, all payments for a Qualified Guarantee, if any, and all payments and receipts with respect to a Qualified Hedge, if any, paid and to be paid with respect to an obligation (paid and to be paid during and attributable to the Yield Period in the case of a Variable Yield Issue), produces an amount equal to (a) the Issue Price in the case of a Fixed Yield Issue or the present value of the Issue Price at the commencement of the applicable Yield Period in the case of a Variable Yield Issue, or (b) the purchase price for yield purposes in the case of Investment Property, all subject to the applicable methods of computation provided for under Section 148, including variations from the foregoing. The Yield on Investment Property in which Proceeds or Replacement Proceeds of an issue are invested is computed on a basis consistent with the computation of Yield on that issue, including the same compounding interval of not more than one year selected by the Issuer.

"Yield Period" means, in the case of the first Yield Period, the period that commences on the Issuance Date and ends at the close of business on the first Computation Date and, in the case of each succeeding Yield Period, the period that begins immediately after the end of the immediately preceding Yield Period and ends at the close of business on the next succeeding Computation Date.

The terms "bond", "obligation", "reasonably required reserve or replacement fund", "reserve or replacement fund", "loan", "sinking fund", "purpose investment", "same plan of financing", "other replacement proceeds", and other terms relating to Code provisions used but not defined in this Certificate shall have the meanings given to them for purposes of Sections 103 and 141 to 150 unless the context indicates another meaning.

(End of Attachment A)

ATTACHMENT A-1
to
Tax Compliance Certificate of Local Borrower

INSTRUCTIONS FOR COMPLIANCE WITH REBATE REQUIREMENTS OF SECTION 148(f) OF THE CODE.

The Issuer covenanted in the Loan Agreement and Tax Compliance Certificate to comply with the arbitrage rebate requirement of Section 148(f) of the Code. These Instructions provide guidance for that compliance, including the spending exceptions that free the Issue from all or part of the rebate requirements.

PART I: GENERAL

SECTION 1.01. REBATE GENERALLY.

The Rebate Amount[1] with respect to the Issue must be paid (rebated) to the United States to prevent the bonds of the Issue from being arbitrage bonds, the interest on which is subject to federal income tax. In general, the Rebate Amount is the amount by which the actual earnings on Nonpurpose Investments purchased (or deemed to have been purchased) with Gross Proceeds of the Issue exceed the amount of earnings that would have been received if those Nonpurpose Investments had a Yield equal to the Yield on the Issue.[2]

Stated differently, the Rebate Amount for the Issue as of any date is the excess of the Future Value, as of that date, of all Receipts on Nonpurpose Investments over the Future Value, as of that date, of all Payments on Nonpurpose Investments, computed using the Yield on the Issue as the Future Value rate.[3]

If the Issue is a Fixed Yield Issue, the Yield on the Issue generally is the Yield to maturity, taking into account mandatory redemptions prior to maturity. If the Issue is a Variable Yield Issue, the Yield on the Issue is computed separately for each Yield Period selected by the Issuer.

SECTION 1.02. SPECIAL DEFINITIONS.

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1. Capitalized terms that are not defined in these Instructions are defined in Attachment A to the Tax Compliance Certificate of the Issuer.

2. Amounts earned on the Bona Fide Debt Service Fund for the Issue are not taken into account in determining the Rebate Amount since none of the obligations of the Issue are Private Activity Bonds, the rates of interest on the Issue do not vary and the average maturity of the Issue is at least 5 years.

3. The scope of these Instructions does not permit a detailed description of the computation of the Rebate Amount with respect to the Issue. If you need assistance in computing the Rebate Amount on the Issue, please contact your bond counsel.

For purposes of these Instructions, the following terms shall have the following meanings.

"Available Construction Proceeds" means an amount equal to (a) the sum of (i) the Issue Price of the issue, (ii) Investment Proceeds on that Issue Price, (iii) earnings on any reasonably required reserve or replacement fund allocated to the issue not funded from the Issue Price, and (iv) Investment Proceeds and earnings on (ii) and (iii), (b) reduced by the portions, if any, of the Issue Price of the issue (i) attributable to Pre-Issuance Accrued Interest and earnings thereon, (ii) allocated to the Underwriter's discount, (iii) used to pay other Issuance Costs of the issue, and (iv) deposited in a reasonably required reserve or replacement fund allocated to the issue. Available Construction Proceeds do not include Investment Proceeds or earnings on a reasonably required reserve or replacement fund allocated to the issue for any period after the earlier of (a) the close of the 2-year period that begins on the Issuance Date or (b) the date the construction of the Projects financed by the issue is substantially completed. If the issue consists of a New Money Portion and a Refunding Portion and the New Money Portion is a Construction Issue, this definition shall be applied by substituting "New Money Portion" for "issue" each place the latter term appears. If the issue or the New Money Portion, as applicable, is not a Construction Issue, and the Issuer makes the election under Regulations §1.148-7(j)(1) and Section 148(f)(4)(C)(v) to treat the issue or the New Money Portion as two separate issues consisting of the Construction Portion and the Nonconstruction Portion, this definition shall be applied by substituting "Construction Portion" for "issue" each place the latter term appears.

"Bifurcated Issue" means a New Money Issue or the New Money Portion of a Multipurpose Issue that the Issuer, pursuant to Section 148(f)(4)(C)(v) and Regulations §1.148-7(j), has elected in its Tax Compliance Certificate to bifurcate into a Construction Portion and a Nonconstruction Portion.

"Bond Counsel's Opinion" means an opinion or opinions of a nationally recognized bond counsel firm whose opinion is given with respect to the Issue when issued, or its successors or other nationally recognized bond counsel appointed by the Issuer.

"Bond Year" means the annual period relevant to the application of Section 148(f) to the issue, except that the first and last Bond Years may be less than 12 months long. The last day of a Bond Year shall be the close of business on the day preceding the anniversary of the Issuance Date of the issue unless the Issuer selects another date on which to end a Bond Year in the manner permitted by the Code.

"Computation Date" means each date on which the Rebate Amount for an issue is required to be computed under Regulations §1.148-3(e). In the case of a Fixed Yield Issue, the first Computation Date shall not be later than 5 years after the Issuance Date of the issue. Subsequent Computation Dates shall be not later than 5 years after the immediately preceding Computation Date for which an installment payment of the Rebate Amount was paid. In the case of a Variable Yield Issue, the first Computation Date shall be the last day of any Bond Year irrevocably selected by the Issuer ending on or before the fifth anniversary of the Issuance Date of such issue and

subsequent Computation Dates shall be the last day of each Bond Year thereafter or each fifth Bond Year thereafter, whichever is irrevocably selected by the Issuer after the first date on which any portion of the Rebate Amount is required to be paid to the United States. The final Computation Date is the date an issue is retired.

"Construction Expenditures" means Capital Expenditures allocable to the cost of real property (including the construction or making of improvements to real property, but excluding acquisitions of interests in land or other existing real property) or constructed personal property within the meaning of Regulations §1.148-7(g).

"Construction Issue" means an issue at least 75 percent of the Available Construction Proceeds of which are to be used for Construction Expenditures with respect to property which is or is to be owned by a Governmental Unit or a 501(c)(3) Organization. If an election has been made in the Issuer's Tax Compliance Certificate to bifurcate an issue or the New Money Portion, the Construction Portion (i.e., that portion of the issue or the New Money Portion which satisfies the 75 percent test stated in the preceding sentence and which finances 100% of the Construction Expenditures) is treated as the Construction Issue and the balance of the issue or the New Money Portion is treated as the Nonconstruction Portion.

"Fixed Yield Issue" means an issue of obligations the Yield on which is fixed and determinable on the Issuance Date.

"Future Value" means the value of a Payment or Receipt at the end of a period determined using the economic accrual method as the value of that Payment or Receipt when it is paid or received (or treated as paid or received), plus interest assumed to be earned and compounded over the period at a rate equal to the Yield on the Issue, using the same compounding interval and financial conventions that were used to compute that Yield.

"Guaranteed Investment Contract" means any Nonpurpose Investment that has specifically negotiated withdrawal or retirement provisions and a specifically negotiated interest rate and any agreement to supply investments on two or more future dates (e.g., a forward supply contract).

"Multipurpose Issue" means an issue that consists of a Refunding Portion and a New Money Portion.

"Payment" means payments actually or constructively made to acquire Nonpurpose Investments, as specified in Regulations §1.148-3(d)(1)i) through (v).

"Qualified Administrative Costs" means the reasonable, direct administrative costs, other than carrying costs, of purchasing or selling Nonpurpose Investments such as separately stated brokerage or selling commissions. Qualified Administrative Costs do not include legal and accounting fees, recordkeeping, custody, and similar costs, general overhead costs and similar indirect costs of the Issuer such as employee salaries and office expenses and costs associated with computing the Rebate Amount. In general, Qualified Administrative Costs are not reasonable unless they are comparable to administrative costs that would be charged for the same investment or

a reasonably comparable investment if acquired with a source of funds other than Gross Proceeds of Tax-Exempt Obligations.

"Reasonable Retainage" means an amount, not to exceed 5% of the Net Sale Proceeds of the Issue, that is retained for reasonable business purposes relating to the property financed with Proceeds of the Issue. For example, Reasonable Retainage may include a retention to ensure or promote compliance with a construction contract in circumstances in which the retained amount is not yet payable, or in which the Issuer reasonably determines that a dispute exists regarding completion or payment.

"Rebate Analyst" means an independent individual, firm or entity experienced in the computation of the Rebate Amount pursuant to Section 148(f) of the Code.

"Receipt" means amounts actually or constructively received from Nonpurpose Investments as specified in Regulations §1.148-3(d)(2)(i) through (iii).

"Variable Yield Issue" means any issue that is not a Fixed Yield Issue.

"Yield Period" means, in the case of the first Yield Period, the period that commences on the Issuance Date and ends at the close of business on the first Computation Date and, in the case of each succeeding Yield Period, the period that begins immediately after the end of the immediately preceding Yield Period and ends at the close of business on the next succeeding Computation Date.

PART II: EXCEPTIONS TO REBATE

SECTION 2.01. SPENDING EXCEPTIONS.

The rebate requirements with respect to the Issue are deemed to have been satisfied if any one of three spending exceptions (the 6-Month, the 18-Month, or the 2-Year Spending Exception, collectively, the "Spending Exceptions") is satisfied. The Spending Exceptions are each independent exceptions. The Issue need not meet the requirements of any other exception in order to use any one of the three exceptions. For example, a Construction Issue may qualify for the 6-Month Spending Exception or the 18-Month Spending Exception even though the Issuer makes one or more elections under the 2-Year Exception with respect to the Issue.

The following rules apply for purposes of all of the Spending Exceptions except as otherwise noted.

Refunding Issues. The only spending exception available for a Refunding Issue[4] is the 6-Month Spending Exception.

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4. For purposes of these Instructions, references to "Refunding Issue" include the Refunding Portion of a Multipurpose Issue.

Special Transferred Proceeds Rules. In applying the Spending Exceptions to a Refunding Issue, unspent Proceeds of the Prior Issue that become Transferred Proceeds of the Refunding Issue are ignored. If the Prior Issue satisfies one of the rebate Spending Exceptions, the Proceeds of the Prior Issue that are excepted from rebate under that exception are not subject to rebate either as Proceeds of the Prior Issue or as Transferred Proceeds of the Refunding Issue.

However, if the Prior Issue does not satisfy any of the Spending Exceptions and is not otherwise exempt from rebate, the Transferred Proceeds from the Prior Issue will be subject to rebate, even if the Refunding Issue satisfies the 6-Month Spending Exception. The Rebate Amount will be calculated on the Transferred Proceeds on the basis of the Yield of the Prior Issue up to each transfer date and on the basis of the Yield of the Refunding Issue after each transfer date.

Application of Spending Exceptions to a Multipurpose Issue. If the Issue is a Multipurpose Issue, the Refunding Portion and the New Money Portion are treated for purposes of the rebate Spending Exceptions as separate issues. Thus, the Refunding Portion is eligible to use only the 6-Month Spending Exception. The New Money Portion is eligible to use any of the three Spending Exceptions.

Expenditures for Governmental Purposes of the Issue. Each of the spending exceptions requires that expenditures of Gross Proceeds be for the governmental purposes of the Issue. These purposes include payment of interest (but not principal) on the Issue.

SECTION 2.02. 6-MONTH SPENDING EXCEPTION.

The Issue will be treated as satisfying the rebate requirements if all of the Gross Proceeds of the Issue are allocated to expenditures for the governmental purposes of the Issue within the 6-month period beginning on the Issuance Date and the Rebate Amount, if any, with respect to earnings on amounts deposited in a reasonably required reserve or replacement fund or a Bona Fide Debt Service Fund if and to the extent that such Fund is subject to rebate (see footnote 3) is timely paid to the United States. If no bond of the Issue is a Private Activity Bond (other than a Qualified 501(c)(3) Bond) or a tax or revenue anticipation bond, the 6-month period is extended for an additional 6 months if the unexpended Gross Proceeds of the Issue at the end of the 6-month period do not exceed the lesser of 5% of the Proceeds of the Issue or $100,000.

For purposes of the 6-Month Spending Exception, Gross Proceeds required to be spent within 6 months do not include amounts in a reasonably required reserve or replacement fund for the Issue or in a Bona Fide Debt Service Fund for the Issue.

SECTION 2.03. 18-MONTH SPENDING EXCEPTION.

The Issue (or the New Money Portion if the Issue is a Multipurpose Issue) is treated as satisfying the rebate requirement if the conditions set forth in (A), (B) and (C) are satisfied.

(A) All of the Gross Proceeds of the Issue (excluding amounts in a reasonably required reserve or replacement fund for the Issue or in a Bona Fide Debt Service Fund for the Issue) are allocated to expenditures for the governmental purposes of the Issue in accordance with the following schedule, measured from the Issuance Date:

(1) at least 15% within 6 months;

(2) at least 60% within 12 months; and

(3) 100% within 18 months, subject to the Reasonable Retainage exception described below.

(B) The Rebate Amount, if any, with respect to earnings on amounts deposited in a reasonably required reserve or replacement fund or in a Bona Fide Debt Service Fund for the Issue, to the extent such Fund is subject to rebate (see footnote 3), is timely paid to the United States. And,

(C) The Gross Proceeds of the Issue qualify for the initial 3-year Temporary Period.

If the only unspent Gross Proceeds at the end of the 18th month are Reasonable Retainage, the requirement that 100% of the Gross Proceeds be spent by the end of the 18th month is treated as met if the Reasonable Retainage, and all earnings thereon, are spent for the governmental purposes of the Issue within 30 months of the Issuance Date.

For purposes of determining whether the spend-down requirements have been met as of the end of each of the first two spending periods, the amount of Investment Proceeds that the Issuer reasonably expects as of the Issuance Date to earn on the Sale Proceeds and Investment Proceeds of the Issue during the 18-month period are included in Gross Proceeds of the Issue. The final spend-down requirement includes actual Investment Proceeds for the entire 18 months.

The 18-Month Spending Exception does not apply to the Issue (or the New Money Portion, as applicable) if any portion of the Issue (or New Money Portion) is treated as meeting the rebate requirement under the 2-Year Spending Exception discussed below. This rule prohibits use of the 18-Month Spending Exception for the Nonconstruction Portion of a Bifurcated Issue. The only Spending Exception available for the Nonconstruction Portion of a Bifurcated Issue is the 6-Month Spending Exception.

SECTION 2.04. 2-YEAR SPENDING EXCEPTION FOR CERTAIN CONSTRUCTION ISSUES.

(A) In general. A Construction Issue no bond of which is a Private Activity Bond (other than a Qualified 501(c)(3) Bond or a Bond that finances property to be owned by a Governmental Unit or a 501(c)(3) Organization) is treated as satisfying the rebate requirement if the Available Construction Proceeds of the Issue are allocated to expenditures for the governmental purposes of the Issue in accordance with the following schedule, measured from the Issuance Date:

(1) at least 10% within 6 months;

(2) at least 45% within 1 year;

(3) at least 75% within 18 months; and

(4) 100% within 2 years, subject to the Reasonable Retainage exception described below.

Amounts in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund for the Issue are not treated as Gross Proceeds for purposes of the expenditure requirements. However, unless the Issuer has elected otherwise in the Tax Compliance Certificate, earnings on amounts in a reasonably required reserve or replacement fund for the Issue are treated as Available Construction Funds during the 2-year period and therefore must be allocated to expenditures for the governmental purposes of the Issue.

If the Issuer elected in the Tax Compliance Certificate to exclude from Available Construction Proceeds the Investment Proceeds or earnings on a reasonably required reserve or replacement fund for the Issue during the 2-year spend-down period, the Rebate Amount, if any, with respect to such Investment Proceeds or earnings from the Issuance Date must be timely paid to the United States. If the election is not made, the Rebate Amount, if any, with respect to such Investment Proceeds or earnings after the earlier of the date construction is substantially completed or 2 years after the Issuance Date must be timely paid to the United States. The Rebate Amount, if any, with respect to earnings on amounts in a Bona Fide Debt Service Fund must be timely paid to the extent such Fund is subject to the rebate requirements (see footnote 3).

The Issue does not fail to satisfy the spending requirement for the fourth spend-down period (i.e., 100% within 2 years of the Issuance Date) if the only unspent Available Construction Proceeds are amounts for Reasonable Retainage if such amounts (together with all earnings on such amounts) are allocated to expenditures within 3 years of the Issuance Date.

For purposes of determining whether the spend-down requirements have been met as of the end of each of the first 3 spend-down periods, Available Construction Proceeds include the amount of Investment Proceeds or earnings that the Issuer reasonably expected as of the Issuance Date to earn during the 2-year period. For purposes of satisfying the final spend-down requirement,

Available Construction Proceeds include actual Investment Proceeds or earnings from the Issuance Date through the end of the 2-year period.

Available Construction Proceeds do not include Gross Proceeds used to pay Issuance Costs financed by the Issue, but do include earnings on such Proceeds. Thus, an expenditure of Gross Proceeds to pay Issuance Costs does not count toward meeting the spend-down requirements, but expenditures of earnings on such Gross Proceeds to pay Issuance Costs do count.

(B) 1½% penalty in lieu of rebate for Construction Issues. If the Issuer elected in the Tax Compliance Certificate for a Construction Issue, or for the Construction Portion of a Bifurcated Issue, to pay a 1½% penalty in lieu of the Rebate Amount on Available Construction Proceeds in the event that the Construction Issue fails to satisfy any of the spend-down requirements, the 1½% penalty is calculated separately for each spend-down period, including each semi-annual period after the end of the fourth spend-down period until all Available Construction Proceeds have been spent. The penalty is equal to 0.015 times the underexpended Proceeds as of the end of the applicable spend-down period. The fact that no arbitrage is in fact earned during such spend-down period is not relevant. The Rebate Amount with respect to Gross Proceeds other than Available Construction Proceeds (e.g., amounts in a reasonably required reserve or replacement fund or in a Bona Fide Debt Service Fund, to the extent subject to rebate (see footnote 3)) must be timely paid.

PART III: COMPUTATION AND PAYMENT.

SECTION 3.01. COMPUTATION AND PAYMENT OF REBATE AMOUNT.

If none of the Spending Exceptions described above is satisfied (and if the 1-1/2% penalty election for a Construction Issue or the Construction Portion of a Bifurcated Issue has not been made), then within 45 days after each Computation Date, the Issuer shall compute, or cause to be computed, the Rebate Amount as of such Computation Date. The first Computation Date is a date selected by the Issuer, but shall be not later than 5 years after the Issuance Date. Each subsequent Computation Date shall end 5 years after the previous Computation Date except that, in a Variable Yield Issue, the Issuer may select annual Yield Periods. The final Computation Date shall be the date the last obligation of the Issue matures or is finally discharged.

Within 60 days after each Computation Date (except the final Computation Date), the Issuer shall pay to the United States not less than 90% of the Rebate Amount, if any, computed as of such Computation Date. Within 60 days after the final Computation Date, the Issuer shall pay to the United States 100% of the Rebate Amount, if any, computed as of the final Computation Date. In computing the Rebate Amount, a computation credit of $1,000 may be taken into account on the last day of each Bond Year to the Computation Date during which there are unspent Gross Proceeds that are subject to the rebate requirement, and on the final maturity date.

If the operative documents pertaining to the Issue establish a Rebate Fund and require the computation of the Rebate Amount at the end of each Bond Year, the Issuer shall calculate, or cause to be calculated, within 45 days after the end of each Bond Year the Rebate Amount, taking into account the computation credit of $1,000 for each Bond Year. Within 50 days after the end of

each Bond Year, if the Rebate Amount is positive, the Issuer shall deposit in the Rebate Fund such amount as will cause the amount on deposit therein to equal the Rebate Amount, and may withdraw any amount on deposit in the Rebate Fund in excess of the Rebate Amount. Payments of the Rebate Amount to the Internal Revenue Service on a Computation Date shall be made first from amounts on deposit in the Rebate Fund and second from other amounts specified in the operative documents.

Each payment of the Rebate Amount or portion thereof shall be payable to the Internal Revenue Service and shall be made to the Internal Revenue Service Center, Ogden, UT 84201 by certified mail. Each payment shall be accompanied by Internal Revenue Service Form 8038-T and any other form or forms required to be submitted with such remittance.

SECTION 3.02. BOOKS AND RECORDS.

(A) The Issuer or Trustee, as applicable, shall keep proper books of record and accounts containing complete and correct entries of all transactions relating to the receipt, investment, disbursement, allocation and application of the Gross Proceeds of the Issue. Such records shall specify the account or fund to which each Nonpurpose Investment (or portion thereof) held by the Issuer or Trustee is to be allocated and shall set forth as to each Nonpurpose Investment (1) its purchase price, (2) identifying information, including par amount, interest rate, and payments dates, (3) the amount received at maturity or its sales price, as the case may be, including accrued interest, (4) the amounts and dates of any payments made with respect thereto, and (5) the dates of acquisition and disposition or maturity.

The Issuer, Trustee, or Rebate Analyst, as applicable, shall retain the records of all calculations and payments of the Rebate Amount until six years after the retirement of the last obligation that is a part of the Issue.

SECTION 3.03. FAIR MARKET VALUE.

No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

The fair market value of any Nonpurpose Investment shall be the price at which a willing buyer would purchase the Nonpurpose Investment from a willing seller in an arms-length transaction. Fair market value generally is determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding (i.e., the trade date rather than the settlement date). Except as otherwise provided in this Section, a Nonpurpose Investment that is not of a type traded on an established securities market (within the meaning of Section 1273 of the Code) is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(A) Obligations purchased directly from the Treasury. The fair market value of a United States Treasury obligation that is purchased directly from the United States Treasury is its purchase price.

(B) Safe harbor for Guaranteed Investment Contracts. The purchase price of a Guaranteed Investment Contract shall be treated as its fair market value on the purchase date if all the following conditions are met:

(1) The Issuer or broker makes a bona fide solicitation for a specified Guaranteed Investment Contract and receives at least three bona fide bids from reasonably competitive providers (of Guaranteed Investment Contracts) that have no material financial interest in the Issue.

(2) The Issuer purchases the highest-yielding Guaranteed Investment Contract for which a qualifying bid is made (determined net of broker's fees);

(3) The Yield on the Guaranteed Investment Contract (determined net of broker's fees) is not less than the Yield then available from the provider on reasonably comparable Guaranteed Investment Contracts, if any, offered to other persons from a source of funds other than Gross Proceeds of Tax-Exempt Obligations;

(4) The determination of the terms of the Guaranteed Investment Contract takes into account as a significant factor the Issuer's reasonably expected drawdown schedule for the amounts to be invested, exclusive of amounts deposited in a Bona Fide Debt Service Fund and a reasonably required reserve or replacement fund;

(5) The terms of the Guaranteed Investment Contract, including collateral security requirements, are reasonable; and

(6) The obligor on the Guaranteed Investment Contract certifies the administrative costs that it is paying (or expects to pay) to third parties in connection with the Guaranteed Investment Contract.

(C) Safe harbor for certificates of deposit. The purchase price of a certificate of deposit shall be treated as its fair market value on the purchase date if all of the following requirements are met:

(1) The certificate of deposit has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal; and

(2) The Yield on the certificate of deposit is not less than (a) the Yield on reasonably comparable direct obligations of the United States, or (b) the highest Yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

Certificates evidencing the foregoing requirements should be obtained before purchasing any Guaranteed Investment Contract or certificate of deposit.

SECTION 3.04. CONSTRUCTIVE SALE/PURCHASE.

(A) Nonpurpose Investments that are held by the Issuer or Trustee as of any Computation Date (or Bond Year if the computations are required to be done annually) shall be treated for purposes of computing the Rebate Amount as of such date as having been sold for their fair market value as of such date. Investment Property which becomes allocated to Gross Proceeds of the Issue on a date after such Investment Property has actually been purchased shall be treated for purposes of the rebate requirements as having been purchased by the Issuer on such date of allocation at its fair market value on such date.

(B) For purposes of constructive or deemed sales or purchases of Investment Property (other than Investment Property in the Escrow Fund or that is otherwise not invested for a Temporary Period or is not part of a reasonably required reserve or replacement fund for the Issue) must be valued at its fair market value on the date of constructive or deemed sale or purchase

(C) Except as set forth in (B), fixed rate Investment Property that is (1) issued with not more than 2% of original issue discount or original issue premium, (2) issued with original issue premium that is attributable exclusively to reasonable underwriters' compensation or (3) acquired with not more than 2% of market discount or market premium, may be treated as having a fair market value equal to its outstanding stated principal amount, plus accrued interest. Fixed rate Investment Property also may be treated as having a fair market value equal to its present value.

SECTION 3.05. ADMINISTRATIVE COSTS.

(A) Administrative costs shall not be taken into account in determining the payments for or receipts from a Nonpurpose Investment unless such administrative costs are Qualified Administrative Costs. Thus, administrative costs or expenses paid, directly or indirectly, to purchase, carry, sell, or retire Nonpurpose Investments generally do not increase the Payments for, or reduce the Receipts from, Nonpurpose Investments.

(B) Qualified Administrative Costs are taken into account in determining the Payments and Receipts on Nonpurpose Investments and thus increase the Payments for, or decrease the Receipts from, Nonpurpose Investments. In the case of a Guaranteed Investment Contract, a broker's commission or similar fee paid on behalf of either the Issuer or the provider is an administrative cost that is not a Qualified Administrative Cost to the extent that the present value (computed using the taxable discount rate used by the parties to compute the commission or, if not readily ascertainable, a reasonable taxable discount rate) of the commission, as of the date the contract is purchased, exceeds the present value of annual payments equal to 0.05 percent of the weighted average amount reasonably expected to be invested each year during the term of such contract.

PART IV: COMPLIANCE AND AMENDMENT

SECTION 4.01. COMPLIANCE.

The Issuer, Trustee or Rebate Analyst, as applicable, shall take all necessary steps to comply with the requirements of these Instructions in order to ensure that interest on the Issue is excluded from gross income for federal income tax purposes under Section 103(a) of the Code. However, compliance shall not be required in the event and to the extent stated therein the Issuer and the Trustee receive a Bond Counsel's Opinion that either (A) compliance with such requirement is not required to maintain the exclusion from gross income for federal income tax purposes of interest on the Issue, or (B) compliance with some other requirement in lieu of such requirement will comply with Section 148(f) of the Code, in which case compliance with the other requirement specified in the Bond Counsel's Opinion shall constitute compliance with such requirement.

SECTION 4.02. LIABILITY.

If for any reason any requirement of these Instructions is not complied with, the Issuer and the Trustee, if applicable, shall take all necessary and desirable steps to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence. The Trustee shall have no duty or responsibility to independently verify any of the Issuer's, or the Rebate Analyst's, calculations with respect to the payments of the Rebate Amount due and owing to the United States. Under no circumstances whatsoever shall the Trustee be liable to the Issuer, any bondholder or any other person for any inclusion of the interest on the Issue in gross income for federal income tax purposes, or any claims, demands, damages, liabilities, losses, costs or expenses resulting therefrom or in any way connected therewith, so long as the Trustee acts only in accordance with these Instructions and the operative documents pertaining to the Issue.

(End of Attachment A-1)

The 8038G will be prepared when $50,000 of loan funds have been disbursed

LOAN AGREEMENT STANDARD TERMS AND CONDITIONS

Water Infrastructure Finance Authority of Arizona

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This document sets forth Standard Terms and Conditions applicable to the Loan made by the WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (the "*Authority*") to the Local Borrower. These Standard Terms and Conditions are a part of the Loan Agreement to which this document is attached. Certain terms used herein are defined in Article 8.

Article 1 Covenants of the Local Borrower Relating to the System and the Project.

Section 1.1 **Operation and Maintenance of System**. The Local Borrower covenants and agrees that it shall, in accordance with prudent utility practice, (a) at all times operate the properties of the System and any business in connection therewith in an efficient manner, (b) maintain the System in good repair, working order and operating condition, and (c) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the System so that at all times the operations carried on in connection therewith shall be properly and advantageously conducted from revenues of the System or, if the Local Borrower so elects, from any other source of funds lawfully available.

Section 1.2 **Additions and Modifications**. The Local Borrower may make any additions, renewals, replacements, modifications or improvements to the System which it deems desirable and which do not materially reduce the operational integrity of any part of the System. All such renewals, replacements, additions, modifications and improvements shall become a part of the System.

Section 1.3 **Disposition of Project and System**.

(a) The Local Borrower shall not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Project or the System except upon compliance with the provisions of this Section; provided, however that the requirements of this Section shall not apply to transactions which are capital leases within the meaning of generally accepted accounting principles to finance expansion or improvement of the System and under which the Local Borrower maintains a purchaser's interest or other beneficial ownership, use, possession and control of the System so long as no default exists.

(b) The Local Borrower may sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Project or the System if the Local Borrower shall give at least ninety (90) days' prior written notice to the Authority of the proposed transaction, and the Authority gives its written consent which shall not be unreasonably withheld. The Local Borrower understands that the Authority, in determining whether or not to give its consent, must determine that the proposed transaction will not adversely affect the Authority's ability to meet its duties, covenants, obligations and agreements or conditions of any grant received by the Authority or the State from the United States of America, which is related to the Capital Grant Facility or any capitalization grants received by the Authority or the State under the Federal Water Pollution Control Act, as amended, and the Federal Safe Drinking Water Act, as amended.

(c) Notwithstanding the provisions of subsection (b) above, the Local Borrower may sell, lease or otherwise dispose of, any of the property comprising part of the System without prior notice to or the consent of the Authority, other than the Project, in either of the following circumstances:

(i) If the Local Borrower determines that such property is not necessary, useful or profitable to the operation of the System; or

(ii) If the value of such property sold, leased or otherwise disposed of in any one year is equal to not more than 5% of the value of the fixed assets of the System.

Section 1.4 **Cost of Project**. The Local Borrower certifies that the estimated Eligible Project Costs as listed in Section 1 of Exhibit B is a reasonable and accurate estimation of the Eligible Project Costs and, upon the direction of the Authority the Local Borrower will supply the Authority with a certificate from its engineer stating that such estimated Eligible Project Costs is a reasonable and accurate estimation.

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Article 2 Additional Covenants of the Local Borrower

Section 2.1 **Unconditional Obligations**. The obligation of the Local Borrower to make the Loan Repayments and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part described herein are payable solely from the Source of Repayment described in this Loan Agreement and shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, while any payments hereunder remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or the System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project or this Loan Agreement, or any rights of set-off, recoupment, abatement or counterclaim that the Local Borrower might otherwise have against the Authority or any other party or parties; provided, however, that payments under this Loan Agreement shall not constitute a waiver of any such rights. The Local Borrower shall not be obligated to make any payments required to be made by any other local borrowers under separate loan agreements or local borrower bonds. Notwithstanding any other provision of this Section 2.1, or this Loan Agreement, neither the Authority, nor any assignee of the Authority shall have the right or ability to compel the repayment of this Loan Agreement from any source other than the Source of Repayment.

Section 2.2 **Performance Under Loan Agreement**. The Local Borrower covenants and agrees (a) to maintain the System in good repair and operating condition; (b) to cooperate with the Authority to the extent it may lawfully do so, in the observance and performance of the respective duties, covenants, obligations and agreements of such Local Borrower and the Authority under this Loan Agreement; and (c) to comply with the covenants set forth in this Loan Agreement.

Section 2.3 **Disclaimer of Warranties**. The Local Borrower acknowledges and agrees that (i) the Authority makes no warranty or representation, either express or implied as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the System or the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Authority or its respective agents be liable or responsible for any direct, incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the System or the Project; and (iii) are not intended to and shall not be construed as a waiver of any defense or limitation on damages provided for under and pursuant to the laws of the United States or of the State.

Section 2.4 **Loan Repayments; Prepayments; Providing for Payment of the Loan**.

(a) Loan Repayments.

(i) The Local Borrower shall pay to the Authority the amounts set forth in the Loan Repayment Schedule contained in Exhibit A on or before the due dates shown in Exhibit A.

(ii) Each payment made as a Loan Repayment as described in subsection (i) shall be applied first to the combined interest and fee payment then due and payable on the Loan and then to the principal amount of the Loan.

(iii) In addition to the other payments required by this Section, the Local Borrower shall pay a late charge for any payment that is received by the Authority later than the tenth day following its due date, in an amount equal to six percent per annum of the amount of the late payment from its due date to the date it is actually paid; provided, however, that the combined interest and fee rate payable on the Loan including such late charge shall not be in excess of the maximum rate permitted by law or any proceedings or resolution authorizing the execution of this Loan Agreement.

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(iv) Upon the final disbursement, if the Loan amount is less than the estimated Eligible Project Costs, the amount of each Principal Installment due as set forth in the Loan Repayment Schedule contained in Exhibit A shall be adjusted to achieve substantially level debt service, and the Authority shall compute the adjusted combined interest and fee amounts to reflect the adjusted principal amounts and shall enter the results in a revised Loan Repayment Schedule delivered to the Local Borrower.

(b) Prepayments. The Loan is not subject to prepayment prior to the tenth anniversary of the final loan draw. The Local Borrower may prepay the Principal Repayment Amount of the Loan in whole or in part in advance of the due dates on or after the tenth anniversary of the final loan draw without penalty upon written notice delivered to the Authority at least 60 days prior to the prepayment date. If the Local Borrower prepays the Repayment Principal Amount in part, the amount of each Principal Installment due as set forth in the Loan Repayment Schedule contained in Exhibit A shall be adjusted to achieve substantially level debt service. Upon such adjustment, the Authority shall compute the adjusted combined interest and fees amounts to reflect the adjusted principal amounts and shall enter the results in the Loan Repayment Schedule with notice to the Local Borrower.

(c) Providing for Payment of the Loan. The Local Borrower may at any time provide for the payment and discharge of the Loan, as provided in this subsection. The Loan shall be deemed to have been paid and discharged if:

(i) the Local Borrower has delivered to the Authority proof satisfactory to the Authority that the Local Borrower has deposited with a financial institution acceptable to the Authority, in trust for and irrevocably committed to payments on the Loan, cash or non-callable direct obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) and obligations of any agency or instrumentality of the United States of America the timely payment of the principal of and interest on which are unconditionally guaranteed by the United States of America, which are of such maturities and interest payment dates, and bear such interest, as will be sufficient together with any moneys also deposited, without further investment or reinvestment of either the principal amount or the interest earnings (which earnings are to be held likewise in trust and so committed), to pay all the amounts due under the Loan, as set forth in the Loan Repayment Schedule contained in Exhibit A, as evidenced in a report of an independent firm of nationally recognized certified public accountants addressed to and delivered to the Authority; and

(ii) the Authority has received a bond counsel opinion (as described in Section 6.2(b) and (c) below) to the effect that the deposit of funds and the investment of such deposit, as described in the preceding paragraph, will not, by itself, adversely affect the exclusion from gross income of interest on the Loan or any Authority Bonds for federal income tax purposes.

Section 2.5 **Source of Repayment of Local Borrower's Obligations and Pledge**. The Local Borrower irrevocably pledges the Source of Repayment described in this Loan Agreement for the punctual payment of all amounts due under the Loan Agreement. The Authority and the Local Borrower agree that the amounts payable by the Local Borrower under this Loan Agreement are payable solely from the Source of Repayment described in this Loan Agreement and are not payable from any other source whatsoever, unless the Local Borrower chooses to pay, and pays, any amount due hereunder from any other source lawfully available to it.

Section 2.6 **Insurance**. The Local Borrower shall maintain or cause to be maintained in force, insurance policies with responsible insurers or self-insurance programs or through membership in a risk retention pool, including, but not limited to, the Arizona Municipal Risk Retention Pool (in accordance with the Local Borrower's customary practices) providing against risk of direct physical loss, damage or destruction of the Project and the System, at least to the extent that similar insurance is usually carried by utilities constructing, operating and maintaining system facilities of the nature of the System, including liability coverage, all to the extent available at reasonable cost.

Section 2.7 **No Liens**. Except for:

(a) the debt service on any future bonds, notes or other evidence of indebtedness of the Local Borrower issued or contractual obligations incurred in accordance with this Loan Agreement payable from the funds pledged to the payment of this Loan Agreement which are on parity with the lien and charge on the funds so pledged to pay this Loan Agreement and

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(b) as provided in Exhibit D of this Loan Agreement, the debt service on currently outstanding bonds, notes or evidences of indebtedness or contractual obligations of the Local Borrower, if any, payable from the Source of Repayment described in Exhibit D of this Loan Agreement which the Local Borrower has disclosed to the Authority in writing,

the funds so pledged as described in this Loan Agreement after the payment of all costs of operating and maintaining the System, are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto which are prior to, or of equal rank with, the obligation of the Local Borrower to pay this Loan Agreement, and all corporate or other action on the part of the Local Borrower to that end has been and will be duly and validly taken.

Section 2.8 **Disadvantaged Business Enterprises**. As applicable, the Local Borrower shall comply with 40 C.F.R Part 33[1]including but not limited to:

Local Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Disadvantage Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in sections (a) through (e) above.

These conditions must be included in all procurement contracts entered into by the Local Borrower for all DWRF and CWRF projects:

(a) The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.

(b) The prime contractor must notify the owner in writing prior to the termination of any Disadvantage Business Enterprise subcontractor for convenience by the prime contractor.

(c) If a Disadvantage Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.

[1] See Article 9 for a full list of applicable federal laws and authorities relating to Participation by Disadvantaged Business Enterprises in Procurement Under Environmental Protection Agency (EPA) Financial Assistance Agreements.

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(d) The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

(e) The prime contractor must provide EPA Form 6100-2 DBE Program Subcontractor Participation Form to all of its Disadvantaged Business Enterprise subcontractors. Disadvantaged Business Enterprise subcontractors may send completed Form 6100-2 directly to the Region 9 DBE Coordinator listed below.

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

(f) The prime contractor must have its Disadvantaged Business Enterprise subcontractors complete EPA Form 6100-3 – DBE Program Subcontractor Performance Form. The prime contractor must include all completed forms as part of the prime contractor's bid or proposal package to the Local Borrower.

(g) The prime contractor must complete and submit EPA 6100-4 DBE Program Subcontractor Utilization Form as part of the prime contractor's bid or proposal package to the Local Borrower.

(h) A Local Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

> The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Article 3 Representations of Local Borrower

The Local Borrower represents for the benefit of the Authority that the representations contained in this Loan Agreement are true at the time of execution and delivery of this Loan Agreement and, other than with respect to events outside of Local Borrower's control, will be true in all material respects at all times during the term of this Loan Agreement.

Section 3.1 **Organization and Authority**.

(a) The Local Borrower is a Political Subdivision or Indian Tribe as defined in the Authority Act.

(b) The Local Borrower has full legal right and authority and has, or will obtain as and when required, all necessary licenses and permits required to acquire, own, operate and maintain the Project and the System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, to pledge the Source of Repayment, and to carry out and consummate all transactions contemplated by this Loan Agreement. The Project is a project which the Local Borrower may undertake pursuant to State law and for which the Local Borrower is authorized by law to borrow money.

(c) The proceedings of the Local Borrower's governing body approving this Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Local Borrower, and authorizing the Local Borrower to undertake and complete the Project have been duly and lawfully adopted in accordance with the laws of the State.

(d) This Loan Agreement has been duly authorized, executed and delivered by an Authorized Officer of the Local Borrower; and, assuming that the Authority has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered this Loan Agreement, this Loan Agreement constitutes a legal and valid obligation of the Local Borrower enforceable in accordance with its terms, and the information contained under "Description of the Loan" in this Loan Agreement is true and accurate in all material respects.

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Section 3.2 **Full Disclosure**.

(a) To the best of the Local Borrower's knowledge, there is no fact that the Local Borrower has not disclosed to the Authority in writing that materially adversely affects the properties, activities, prospects or condition (financial or otherwise) of the Local Borrower or the System, or the ability of the Local Borrower to make all Loan Repayments due hereunder and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(b) The information relating to the Local Borrower (including without limitation the financial and statistical data contained therein) submitted to the Authority by the Local Borrower in connection with the Authority's approval of the Loan was at the time of the Authority's approval of the Loan and at all times subsequent thereto up to and including the Loan Closing, will be (if necessary by amendment provided by the Local Borrower) true and correct and will not contain an untrue statement of material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any adverse respect. To the extent permitted by law, and notwithstanding any other provision of this Loan Agreement, the Local Borrower will indemnify, save and hold harmless the Authority, and each of the Authority's agents, for, from and against any and all claims, damages, liability and court awards including costs, expenses and reasonable attorneys' fees incurred as a result of any omission or misstatement of material fact in the information submitted to the Authority by the Local Borrower in connection with the Authority's approval of the Loan, as it may have been supplemented and amended by the Local Borrower.

Section 3.3 **Pending Litigation**. There are no proceedings pending, or to the knowledge of the Local Borrower, threatened, against or affecting the Local Borrower, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Local Borrower or the System, or the ability of the Local Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement that have not been disclosed in writing to the Authority in the Local Borrower's application for the Loan or otherwise.

Section 3.4 **Compliance with Existing Laws and Agreements**. The authorization, execution and delivery of this Loan Agreement by the Local Borrower, the observance and performance by the Local Borrower of its duties, covenants, obligations and agreements hereunder and the consummation of the transactions provided for in this Loan Agreement, the compliance by the Local Borrower with the provisions of this Loan Agreement and the undertaking and completion of the Project will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Local Borrower pursuant to any existing ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument (other than the lien and charge of this Loan Agreement and any ordinance or resolution or indenture which authorized outstanding obligations of the Local Borrower which are on a parity with this Loan Agreement as to a lien on, or a source and security for, payment thereon from the source of payment that is pledged to the Loan Repayments) to which the Local Borrower is a party or by which the Local Borrower, the System or any of its property or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Local Borrower was established or any laws, ordinances, resolutions, governmental rules, regulations or court orders to which the Local Borrower, the System or its properties or operations are subject.

Section 3.5 **No Defaults**. No event has occurred and no condition exists that, upon authorization, execution and delivery of this Loan Agreement or receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Local Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Local Borrower or the ability of the Local Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

Section 3.6 **Governmental Consent**. The Local Borrower has or will have obtained prior to the date of the Loan Closing all permits and approvals required to date by any governmental body or officer (and reasonably expects to receive all permits required in the future by any governmental agency) for the making, observance and performance

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by the Local Borrower of its duties, obligations and agreements under this Loan Agreement or for the undertaking or completion of the Project and the financing thereof, and the Local Borrower has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Local Borrower of its duties, covenants, obligations and agreements under this Loan Agreement or with the undertaking or completion of the Project and the financing thereof; and the Local Borrower has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Local Borrower of its duties, covenants, obligations and agreements under this Loan Agreement or with the undertaking or completion of the Project and the financing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental body or officer, other than those already obtained or reasonably expected to be obtained, is required on the part of the Local Borrower as a condition to the authorization, execution and delivery of this Loan Agreement, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

Section 3.7 **Compliance with Law**. The Local Borrower:

(a) is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject and the failure to comply with which would materially adversely affect the ability of the Local Borrower to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Local Borrower or the System; and

(b) has obtained, or will obtain as and when required, all licenses, permits, franchises or other governmental authorizations necessary for the ownership of its property or for the conduct of its activities which, if not obtained, would materially adversely affect the ability of the Local Borrower to undertake or complete the Project or the condition (financial or otherwise) of the Local Borrower or the System.

Article 4 Assignment

Section 4.1 **Assignment and Transfer by Authority**. The Local Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement that the Authority deems to be necessary in connection with the Clean Water Revolving Fund and Drinking Water Revolving Fund programs of the Authority.

Section 4.2 **Assignment by Local Borrower**. This Loan Agreement may not be assigned by the Local Borrower for any reason, unless the following conditions shall be satisfied: (i) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Code or another entity acceptable to the Authority and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Local Borrower's duties, covenants, agreements and obligations hereunder; (ii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Local Borrower hereunder; and (iii) the Authority shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority with, or condition of any grant received by the Authority from the United States of America relating to the Capital Grant Facility or any capitalization grants received by the Authority or the State under the Federal Water Pollution Control Act and the Federal Safe Drinking Water Act.

No assignment shall relieve the Local Borrower from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Local Borrower shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

Article 5 Defaults and Remedies

Section 5.1 **Events of Default**. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "*Event of Default*":

(a) failure by the Local Borrower to pay, or cause to be paid, when due any Loan Repayment;

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(b) failure by the Local Borrower to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Local Borrower for borrowed money (other than the Loan), after giving effect to the applicable grace period, the payments of which are secured by the Source of Repayment described in this Loan Agreement;

(c) failure by the Local Borrower to perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraphs (a) and (b) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Local Borrower by the Authority, unless the Authority agrees in writing to an extension of such time prior to its expiration, provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Authority may not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Local Borrower and diligently pursued until the Event of Default is corrected;

(d) the institution of any proceeding, with the acquiescence of the Local Borrower, for the purpose of effecting a composition between the Local Borrower and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from the Source of Repayment described in this Loan Agreement;

(e) a determination by the Authority that any material representation made by or on behalf of the Local Borrower contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement, is false or misleading in any material respect; and

(f) the filing of a petition by or against the Local Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Local Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Local Borrower becoming insolvent or bankrupt or making an assignment for the benefit of its creditors; or the appointment of a custodian (including, without limitation, a receiver, liquidator or trustee of the Local Borrower or any of its property including the System) by court order, or possession of the Local Borrower or its property or assets is taken if such order remains in effect or such possession continues for more than thirty (30) days.

Section 5.2 **Notice of Default**. The Local Borrower shall give the Authority prompt telephone notice of the occurrence of any Event of Default referred to in Section 5.1 paragraph (c) hereof, and of the occurrence of any other event or condition that constitutes an Event of Default, at such time as any senior administrative or financial officer of the Local Borrower becomes aware of the existence thereof. Any telephone notice pursuant to this Section shall be confirmed in writing by the end of the next Business Day.

Section 5.3 **Remedies on Default.**

(a) Whenever an Event of Default referred to in Section 5.1 hereof shall have occurred and be continuing, the Authority shall have the right to take any action permitted or required pursuant to this Loan Agreement and to take whatever other action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due on their scheduled payment dates or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Local Borrower hereunder, including, without limitation, appointment of a receiver of the System.

(b) Nothing in this Loan Agreement shall be construed to affect the Attorney General taking action to enforce this Loan Agreement in accordance with the Authority Act.

Section 5.4 **Attorney's Fees and Other Expenses**. In the event of a default hereunder by the Local Borrower, the Local Borrower shall on demand and to the extent not prohibited by applicable law pay to the Authority the reasonable fees and expenses of attorneys and other reasonable expenses (including without limitation the reasonably allocated costs of in-house counsel and legal staff) incurred by the Authority in the collection of Loan

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Repayments or any other sum due hereunder or in the enforcement of performance or observance of any other duties, covenants, obligations or agreements of the Local Borrower to the extent permitted by law.

Section 5.5 **Application of Moneys**. The parties acknowledge that: (a) all amounts coming due hereunder as Loan Repayments shall be treated as principal and combined interest and fees with respect to the Loan which amounts are secured by a pledge of the Source of Repayment in accordance with Exhibit D of this Loan Agreement; and (b) amounts coming due under Section 5.4 hereof shall be secured by the Source of Repayment on a basis subordinate to the Loan Repayments, but on a parity with comparable expenses relating to such Outstanding Parity Obligations and Additional Parity Obligations.

However, any moneys collected by the Authority pursuant to Section 5.3 in the exercise of remedies with respect to amounts due or to become due hereunder shall be applied: (a) first, to pay any attorney's fees or other fees and expenses owed by the Local Borrower pursuant to Section 5.4 hereof, (b) second, to pay delinquent combined interest fees and late charges on the Loan; (c) third, to pay combined interest and fees then due and payable on the Loan; (d) fourth, to pay delinquent principal on the Loan in order of scheduled maturity; (e) fifth, to pay principal then due and payable on the Loan; and (f) sixth, to pay any other amounts due and payable pursuant to this Loan Agreement.

Section 5.6 **No Remedy Exclusive; Waiver; Notice**. No remedy conferred upon or reserved to the Authority hereunder is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it as described in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 5.7 **Retention of Authority's Rights**. Notwithstanding any assignment or transfer of this Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the Authority shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Local Borrower at law or in equity, as the Authority may, in its discretion, deem necessary to enforce the obligations of the Local Borrower to the Authority.

Section 5.8 **Default by the Authority**. In the event of any default by the Authority in any duty, covenant, agreement or obligation described in this Agreement, the Local Borrower's remedy for such default shall be limited to injunction, special action, action for specific performance or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the Authority described herein as may be necessary or appropriate. The Authority shall on demand pay to the Local Borrower the reasonable fees and expenses of attorneys and other reasonable expenses in the enforcement of such performance or observance.

Article 6 Provisions Applicable to Loans Financed by or Pledged to Secure Authority Bonds

Section 6.1 **General.** The Local Borrower acknowledges that the Authority is entering into this Loan Agreement and agreeing to make the Loan at this time for the benefit of the Local Borrower, and that the Authority may finance the Loan, along with other loans to other local borrowers, through the issuance of Authority Bonds and may pledge the Loan to secure Authority Bonds. If and for so long as the Authority's source of funds to make disbursements on, or to carry, the Loan represented by this Loan Agreement is, or becomes, the proceeds of Authority Bonds, or this Loan Agreement is assigned by the Authority as security for payment of amounts due or to become due on Authority Bonds, the Local Borrower agrees to cooperate with the Authority with respect to the issuance of Authority Bonds by furnishing and certifying information concerning the Local Borrower, the Project, the System and the Source of Repayment, and by agreeing to reasonable modifications and additions to this Loan Agreement necessary or convenient for the Authority Bond transaction. Without limiting the generality of the foregoing, the Local Borrower agrees that if the Authority at any time determines, in its discretion, that it is necessary in connection with the

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issuance of Authority Bonds or the maintenance of the Authority's bond program, then the provisions set forth in this Article shall be in effect.

Section 6.2 **Tax Covenants**.

(a) General. The Local Borrower acknowledges that, in connection with its state revolving fund programs, the Authority issues its Authority Bonds from time to time to finance loans and the Authority also pledges certain loans to secure and to serve as the source of payment for the Authority Bonds. As a result, and under the provisions of federal tax law applicable to the Authority Bonds, it is in the Authority's interest for the Loan to qualify and be a Tax-Exempt Obligation that is not an AMT Obligation. Therefore, the Local Borrower represents and covenants as follows with respect to the Loan and the Authority Bonds. The Local Borrower covenants that it will not take any action, or fail to take any action, if any such action or failure to take such action would adversely affect the exclusion from gross income of the interest on the Loan or the Authority Bonds under Section 103(a) of the Internal Revenue Code or cause the interest on the Loan or the Authority Bonds to become an AMT Obligation, and in the event of such action or omission, it will, promptly upon having such brought to its attention, take such reasonable actions based upon a bond counsel opinion as may rescind or otherwise negate such action or omission. The Local Borrower will not directly or indirectly use or permit the use of any proceeds of the Loan or any other funds of the Local Borrower or take or omit to take any action that would cause the Loan or the Authority Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code or to fail to meet any other applicable requirement of Sections 103, 141, 148, 149 and 150 of the Internal Revenue Code or cause the interest on the Loan or the Authority Bonds to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code. To that end, the Local Borrower will comply with all applicable requirements of Sections 103, 141, 148, 149 and 150 of the Code to the extent applicable to the Loan.

(b) Modification Based on Bond Counsel Opinion. Notwithstanding any provision of this Section, if the Local Borrower provides to the Authority a bond counsel opinion to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of interest on the Loan or the Authority Bonds pursuant to Section 103(a) of the Internal Revenue Code, the provisions of this Section and the covenants in this Section shall be deemed to be modified to that extent.

(c) Bond Counsel Opinion. For purposes of this Article, "bond counsel opinion" means an opinion letter of a firm of attorneys of national reputation experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds, and who is acceptable to the Authority.

Section 6.3 **Third Party Beneficiaries**. The Trustee, the owners from time to time of the Authority Bonds, any Credit Enhancer from time to time of the Authority Bonds and any underwriter of the Authority Bonds are each expressly acknowledged to be third party beneficiaries of this Loan Agreement and each representation, agreement, duty, obligation and provision of this Loan Agreement.

Section 6.4 **Additional Documents Relating to Authority Bonds**. The Local Borrower will furnish to the Authority and certify to such information and execute and deliver and cause to be executed and delivered such documents as the Authority, the underwriter or other parties to any Authority Bond transaction may reasonably require, including, without limitation:

(a) a certificate of an Authorized Officer of the Local Borrower to the effect that the information contained in the Final Official Statement (defined in Section 6.5, paragraph (a)) for the Authority Bonds concerning the Local Borrower is correct in all material respects and is an accurate summary of the information which it purports to summarize, and that nothing has come to the Authorized Officer's attention that would lead the Authorized Officer to believe that the information in the Final Official Statement relating to the Local Borrower contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and

(b) subject to the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12 (the "*Disclosure Rule*"), a continuing disclosure undertaking of the Local Borrower meeting the requirements of the Disclosure Rule , and a statement of the Local Borrower as to whether it has failed to provide any information and

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notices required by the provisions of previous continuing disclosure undertakings, if any, of the Local Borrower under the Disclosure Rule, and if it has not, describing the circumstances and status of such failure; and

(c) an appropriate certificate executed by Authorized Officer of the Local Borrower concerning the reasonable expectations of the Local Borrower as to the use of the proceeds of the Loan and such other matters as may be required on the part of the Local Borrower in order to ensure that the Authority Bonds are and will remain Tax-Exempt Obligations that are not AMT Obligations, and the Local Borrower covenants to comply with the provisions of such certificate; and

(d) such other certificates, documents and information, and supplemental opinions of Local Borrower's counsel, as the Authority, the underwriters of the Authority Bonds or other parties to the Authority Bonds transaction may reasonably require and as are necessary to confirm the continued truth and accuracy of information supplied by or on behalf of the Local Borrower.

Section 6.5 **Disclosure Regarding Authority Bonds**.

(a) The information, if any, relating to the Local Borrower (including without limitation the financial and statistical data contained therein) which has been furnished by the Local Borrower to be included in, and which is included in, a Preliminary Official Statement of the Authority (the "*Preliminary Official Statement*"), or a final Official Statement (the "*Final Official Statement*") of the Authority concerning any Authority Bonds, as of the respective dates of each such document and at all times subsequent thereto up to and including the Bond Closing, will be (if necessary by amendment provided by the Local Borrower) true and correct and will not contain an untrue statement of material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. To the extent permitted by law, and notwithstanding any other provision of this Loan Agreement, the Local Borrower will indemnify, save and hold harmless the Authority and each other local borrower, if any, included in the Final Official Statement, and each of such parties' respective agents, for, from and against any and all claims, damages, liability and court awards including costs, expenses and attorneys fees incurred as a result of any omission or misstatement of a material fact in the Local Borrower's information in the Final Official Statement, as it may have been supplemented or amended by the Local Borrower.

(b) The Local Borrower agrees that from the date of the Final Official Statement and for a period until not later than 25 days after the date of the Bond Closing if and so long as the offering of the Authority Bonds continues (i) the Local Borrower will furnish such information with respect to itself as the Authority (for itself or at the request of the underwriters of the Authority Bonds) may from time to time reasonably request and (ii) if any event shall occur as a result of which it is necessary, in the opinion of Bond Counsel to the Authority, or counsel for the underwriters of the Authority Bonds, to amend or supplement the information in the Final Official Statement relating to the Local Borrower in order to make such information not misleading in light of the circumstances then existing, the Local Borrower will forthwith prepare, and furnish to the Authority and the underwriters such information relating to the Local Borrower as may be necessary to permit the preparation of an amendment of or supplement to the Final Official Statement (in form and substance satisfactory to the Bond Counsel to the Authority and counsel for the underwriters) which will amend or supplement the Final Official Statement so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances then existing, not misleading.

(c) The Local Borrower agrees that if prior to the 25th day following the end of the underwriting period of the Authority Bonds, as defined for purposes of the Disclosure Rule, any event shall occur which causes the representations contained in Section 6.4, paragraph (a) to be false in any material respect, the Local Borrower shall promptly notify the Authority of such development, and if in the opinion of the Authority and the underwriters of the Authority Bonds such development requires the preparation of a supplement or an amendment to the Preliminary Official Statement or the Final Official Statement, the Local Borrower agrees to cooperate with the Authority and the underwriters for the Authority Bonds in preparing any such supplement or amendment in a form acceptable to such parties and to pay all reasonable expenses incurred by such parties in connection with the preparation thereof.

Section 6.6 **Assignment and Transfer by Authority to Trustee**.

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(a) The Local Borrower expressly acknowledges that, other than the right of the Authority to be indemnified by the Local Borrower, all right, title and interest of the Authority in, to and under this Loan Agreement will be assigned to the Trustee as security for the Authority Bonds, as applicable, as provided in the Authority's Master Trust Indenture, and that if any Event of Default shall occur the Trustee, pursuant to the Authority's Master Trust Indenture, shall be entitled to act hereunder in the place and stead of the Authority. The Local Borrower hereby acknowledges the requirements of the Authority's Master Trust Indenture applicable to the Authority Bonds and consents to such assignment and appointment. The Authority shall retain the right to compel or otherwise enforce observance and performance by the Local Borrower of its duties, covenants, obligations and to be indemnified by the Local Borrower; provided, however, that in no event shall the Authority or the Trustee have the right to accelerate the payments under this Loan Agreement.

(b) The Local Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement that the Authority deems to be necessary in connection with any refunding of the Authority Bonds or otherwise in connection with the Clean Water Revolving Fund and Drinking Water Revolving Fund programs of the Authority.

Section 6.7 **Conditions to Assignment by Local Borrower**. Notwithstanding Section 4.2, this Loan Agreement may not be assigned by the Local Borrower for any reason, unless the following conditions shall be satisfied: (i) the Authority, the Trustee and the Credit Enhancer, if any, of the Authority Bonds shall have approved said assignment in writing; (ii) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Internal Revenue Code or another entity acceptable to the Authority and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Local Borrower's duties, covenants, agreements and obligations hereunder; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Local Borrower hereunder; (iv) the Authority and the Trustee shall have received an opinion of bond counsel to the effect that such assignment will not adversely affect the exclusion of interest on the Authority Bonds from gross income for purposes of Federal income taxation under Section 103(a) of the Code or make the Authority Bonds or the Loan AMT Obligations; and (v) the Authority and the Trustee shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of the Master Trust Indenture or any agreement entered into by the Authority with, or condition of any grant received by the Authority from, the United States of America relating to the Capital Grant Facility or any capitalization grants received by the Authority or the State under the Federal Water Pollution Control Act and the Federal Safe Drinking Water Act.

No assignment shall relieve the Local Borrower from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Local Borrower shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

Section 6.8 **Sale or Other Disposition of Project or System**. The Local Borrower agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Project or the System unless (i) the transferee assumes the Local Borrower's obligations under this Loan Agreement in accordance with Section 6.6, (ii) the Authority shall by appropriate action determine, in its sole discretion, that such sale, lease, abandonment or other disposition will not adversely affect the Authority's ability to meet its duties, covenants, obligations and agreements under the Bond Documents, and will not adversely affect the eligibility of interest on Authority Bonds then outstanding or which could be issued in the future for exclusion from gross income for purposes of federal income taxation or cause such Authority Bonds to be AMT Obligations, and (iii) the Credit Enhancer, if any, of the Authority Bonds shall have given its prior written consent to such disposition.

Section 6.9 **Deficiencies Under Bond Documents Caused by Failure to Make Loan Repayment**. The Local Borrower acknowledges that payment of the Authority Bonds by the Authority, including payment from moneys drawn by the Trustee from the Bond Reserves or the CWRF Financial Assistance Account and DWRF Financial Assistance Account~~s~~ established under the Bond Documents, does not constitute payment of the amounts due under this Loan Agreement. If at any time the amounts on deposit in the Bond Reserves or the CWRF Financial Assistance Account and DWRF Financial Assistance Account~~s~~ shall be less than the amounts required by the Bond Documents as the result of any transfer of moneys from the Bond Reserves or the CWRF Financial Assistance Account and DWRF Financial Assistance Account~~s~~ which in turn is the result of a failure by the Local Borrower to make any Loan Repayments required hereunder, the Local Borrower agrees to (i) replenish such moneys so transferred, and (ii) replenish any deficiency arising from losses incurred in making such transfer as the result of the

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liquidation by the Authority of investment securities acquired as an investment of moneys in the Bond Reserves or the CWRF Financial Assistance Account and DWRF Financial Assistance Accounts, by making payments to the Authority in equal monthly installments for the lesser of six (6) months or the remaining term of the Loan at a combined interest and fee rate to be determined by the Authority necessary to make up any loss caused by such deficiency, provided that the combined interest and fee rate payable on the Loan including such make-up combined interest and fees shall not exceed the maximum rate permitted by the Authorizing Proceedings which authorized this Loan Agreement.

Section 6.10 **Indemnification**. To the extent permitted by law, the Local Borrower shall indemnify, save and hold harmless the Authority against any and all claims, damages, liability and court awards including costs, expenses and attorney fees to the extent incurred as a result of any gross negligence or willful misconduct by the Local Borrower, or its employees, agents or subcontractors pursuant to the terms of this Loan Agreement.

Section 6.11 **Compliance with Master Trust Indenture**. The Local Borrower covenants and agrees to take such action as it may lawfully take and as the Authority shall reasonably request so as to enable the Authority to observe and comply with, all duties, covenants, obligations and agreements contained in the Master Trust Indenture insofar as such duties, covenants, obligations and agreements relate to the obligations of the Local Borrower under this Loan Agreement.

Section 6.12 **Provisions Relating to Default**.

(a) Any notice or information which the Local Borrower is to give to the Authority pursuant to the provisions of Article 5 shall also be given by the Local Borrower to the Trustee and to any Credit Enhancer at the same time.

(b) Notwithstanding the provisions of Section 5.3, paragraph (a) and Section 5.7, so long as a Credit Enhancer is not in default of its obligations with respect to its payment guarantee of the Authority Bonds and such guarantee is in effect, the Credit Enhancer shall have the right to direct the exercise of remedies provided for herein and the Trustee and the Authority shall not pursue any remedy except with the prior written consent of the Credit Enhancer.

(c) In the event of a default hereunder by the Local Borrower, the Local Borrower shall also pay the expenses of the Trustee and of any Credit Enhancer in the same manner as provided in Section 5.4 with respect to the expenses of the Authority.

Section 6.13 **Tax Compliance Certificate**. If the Authority Bonds are issued and sold on the basis that they are Tax-Exempt Obligations, an Authorized Officer of the Local Borrower shall deliver an appropriate certificate concerning the reasonable expectations of the Local Borrower as to the use of the proceeds of the Loan and such other matters as may be required on the part of the Local Borrower in order to ensure that the Authority Bonds are and will remain Tax-Exempt Obligations that are not AMT Obligations, and the Local Borrower covenants to comply with the provisions of such certificate.

Article 7 Miscellaneous

Section 7.1 **Binding Effect**. This Loan Agreement shall inure to the benefit of and shall be binding upon the Authority and the Local Borrower and their respective successors and assigns.

Section 7.2 **Severability**. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any Court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 7.3 **Amendments, Supplements and Modifications**. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority and the Local Borrower.

Section 7.4 **Execution in Counterparts**. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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Section 7.5 **Captions**. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

Section 7.6 **Further Assurances**. The Local Borrower shall, at the request of the Authority, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and agreements granted or intended to be granted by this Loan Agreement.

Section 7.7 **State of Arizona Contract Provisions**.

(a) Books and Records. As required by the provisions of Arizona Revised Statutes Section 35-214, the Local Borrower agrees that all books, accounts, reports, files and other records relating to this Loan Agreement shall be retained and shall be subject at all reasonable times to inspection and audits by the Authority for five years after completion of this Loan Agreement, and that upon request by the Authority such records shall be produced at any of the Authority offices designated herein as the place at which notices to the Authority are to be given.

(b) Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order 2009-9, entitled "Prohibition of Discrimination in State Contracts Non-Discrimination in Employment by Government Contractors and Subcontractors," which mandates that all persons, regardless of race, color, religion, sex, age, or national origin shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Local Borrower shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

(c) Governing Law and Forum. This Loan Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of Arizona, except as such laws may be preempted by any federal rules or regulations. The parties hereto expressly acknowledge and agree and all Local Borrowers by their acceptance thereof shall be deemed to have acknowledged and agreed that any judicial action to interpret or enforce the terms of this Loan Agreement against the Authority shall be brought and maintained in the Superior Court of the State of Arizona in and for Maricopa County or in the United States District Court in and for the District of Arizona.

(d) Arbitration. In the event of a dispute, the parties agree to use arbitration, after exhausting applicable administrative review, to the extent required by Arizona Revised Statutes Section 12-1518, and the prevailing party shall be entitled to attorney's fees and costs with respect thereto.

(e) Notice of Arizona Revised Statutes Section 38-511 – Cancellation. Notice is hereby given of the provisions of Arizona Revised Statutes Section 38-511, as amended. By this reference, the provisions of said statute are incorporated herein to the extent of their applicability to this Loan Agreement under the law of the State of Arizona.

(f) Additional Warranties and Certifications from the Local Borrower. In compliance with Section 23-214(B) of the Arizona Revised Statutes, the Local Borrower warrants to the Authority that either (i) it is not an "employer" (within the meaning of Arizona Revised Statutes Section 23-214(B)) or (ii) it is registered with and is participating in the employment verification pilot program as jointly administered by the United States department of homeland security and the social security administration or any of its successor programs (the "E-Verify Program") and that the proof submitted to the Authority of that registration and participation is true and correct. The Local Borrower agrees that, until the Loan is fully paid, at all times during which it is an "employer" (within the meaning of Arizona Revised Statutes Section 23-214(B)) it will be registered with and will participate in the E-Verify Program. The breach by the Local Borrower of the foregoing shall be deemed a material breach by the Local Borrower of this Loan Agreement and may result in penalties up to and including the termination of this Loan Agreement. If the Authority determines that the Local Borrower is not so registered and participating when required, the Authority will notify the Local Borrower by certified mail of the determination of noncompliance and the Local Borrower's right to appeal the determination. On a final determination of noncompliance, the Local Borrower shall repay all monies received as an economic development incentive (within the meaning of Arizona Revised Statutes Section 23-214(B)) to the Authority within thirty days of the final determination.

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Article 8 Definitions

Section 8.1 **Definitions**. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meaning:

"*AMT Obligation*" means a Tax-Exempt Obligation the interest on which is an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code.

"*Annual Loan Review Form*" means the loan compliance questionnaire circulated by the Authority to all borrowers as part of the Authority's annual loan portfolio review.

"*Authority*" means the Water Infrastructure Finance Authority of Arizona, a body corporate and politic of the State of Arizona duly created and validly existing under and by virtue of the Authority Act.

"*Authority Act*" means Title 49, Chapter 8 (Section 49-1201 et seq.) of the Arizona Revised Statutes ("A.R.S.").

"*Authority Bonds*" means any bonds of the Authority issued to finance the State's revolving fund established pursuant to the Water Pollution Control Act, as amended, and the Safe Drinking Water Act, as amended.

"*Authorized Officer*" means, (i) with respect to the Local Borrower, the person whose name is set forth in this Loan Agreement or such other person or persons authorized by the Local Borrower to act as an authorized officer of the Local Borrower to perform any act or execute any document relating to the Loan or this Loan Agreement whose name is furnished in writing to the Authority and the Trustee; and (ii) with respect to the Authority, the Chairman, Vice Chairman, Executive Director, or any other person or persons designated by the Board to act on behalf of the Authority with respect to this Loan Agreement; the designation of such person or persons shall be evidenced by a written certificate containing a specimen signature of such person or persons and signed on behalf of the Authority by its Chairman or Vice Chairman.

"*Bond Closing*" means the date of initial delivery of and payment for the Authority Bonds.

"*Bond Documents*" means and includes the Master Trust Indenture, any supplemental indenture and any comparable or related document pursuant to which the Authority Bonds are issued, and all further amendments and supplements thereto adopted in accordance with the provisions thereof.

"Bond Reserves" means reserves established by the Bond Documents for the Authority Bonds to secure timely payment of amounts due on the Authority Bonds even if one or more local borrowers do not make timely payments on their loans.

"*Business Day*" means any day other than a Saturday, Sunday or legal holiday or a day on which banking institutions, in the city in which the designated office of the Authority (being Phoenix, Arizona) is located, are closed.

"*Capital Grant Facility*" means the contractual arrangement established with the Authority by the United States of America Environmental Protection Agency to make capitalization grant payments pursuant to Title VI of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 125 et seq.) and the Federal Safe Drinking Water Act, as amended (particularly 42 U.S.C. § 300j-12 et seq.).

"*Clean Water Act*" means the Federal Water Pollution Control Act amendments of 1972 (P.L. 92-500; 86 Stat. 816), as amended by the Water Quality Act of 1987 (P.L. 100-4; 101 Stat. 7) and the Water Resources Reform and Development Act of 2014 (P.L. 113-21, 128 Stat. 1193).

"*Clean Water Revolving Fund*" means the fund established by A.R.S. § 49-1221.

"*Code*" means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any

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official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"*Combined Interest and Fee Rate*" means periodic interest and fee payments made by the Borrower, see Exhibit A to this Loan Agreement.

"*Construction Period"* means the period from the date of the Loan Closing until the date of the final disbursement of proceeds of the Loan pursuant to this Loan Agreement, but in no event later than the third anniversary of the Loan Closing.

"*Cost*" means those costs that are eligible to be funded from draws under the Capital Grant Facility and are reasonable, necessary and allocable to the Project and are permitted by generally accepted government auditing standards to be costs of the Project.

"*Credit Enhancer*" means the entity so designated in the Bond Documents, if any, or any successor thereto, that from time to time has issued and outstanding a municipal bond insurance policy or similar payment guarantee relating to the Authority Bonds.

"*CWRF Financial Assistance Account*" means the account so designated in the Master Trust Indenture to which loans funded by the Clean Water Revolving Fund shall be credited.

"*Debt Management Fee*" means the fee component of the combined interest and fee payments made by the Borrower, see Exhibit A to this Loan Agreement.

"*Department*" means the Department of Environmental Quality of the State of Arizona.

"*Drinking Water Facility*" has the meaning given that term in the Authority Act, currently: a community water system or a non-profit noncommunity water system as defined in the Federal Safe Drinking Water Act (P.L. 93-523; 88 Stat. 1660l; P.L. 95-190; 91 Stat. 1393; P.L. 104-182; 110 Stat. 1613) that is located in the State. The term does not include water systems owned by federal agencies.

"*Drinking Water Revolving Fund*" means the fund established by A.R.S. § 49-1241.

"*DWRF Financial Assistance Account*" means the account so designated in the Master Trust Indenture to which loans funded by the Drinking Water Revolving Fund shall be credited.

"*Eligible Project Costs*" means, whether incurred before or after the date of this Loan Agreement, such portion of the Costs as is disbursed by the Authority for the benefit of the Local Borrower. The Local Borrower and the Authority acknowledge that the actual Eligible Project Costs for the Project have not been determined as of the effective date of this Loan Agreement. The final Eligible Project Costs shall be established after all disbursements have been made.

"*Event of Default*" means any occurrence or event specified in Section 5.1 hereof.

"*Indian Tribe*" has the meaning given that term by the Authority Act, currently: any Indian tribe, band, group or community that is recognized by the United States Secretary of the Interior and that exercises governmental authority within the limits of any Indian reservation under the Jurisdiction of the United States government notwithstanding the issuance of any patent and including rights-of-way running through the reservation.

"*Loan*" means (a) during the Construction Period, the commitment to lend to the Local Borrower the Estimated Eligible Project Costs set forth in this Loan Agreement (as it may be amended or revised from time to time), and (b) thereafter, the amount of money equal to the Eligible Project Costs which is actually loaned to the Local Borrower pursuant to this Loan Agreement.

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"*Loan Agreement*" or "*Agreement*" means this Loan Agreement, including the Exhibits and these Standard Terms and Conditions attached to this Loan Agreement, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"*Loan Closing*" means the date of execution and delivery of this Loan Agreement.

"*Loan Repayment Date*" means the payment dates commencing and ending on the dates set forth in this Loan Agreement.

"*Loan Repayments*" means the payments payable by the Local Borrower pursuant to this Loan Agreement.

"*Local Borrower*" means the Political Subdivision or Indian Tribe that is a party to and is described in the first paragraph of this Loan Agreement.

"*Master Trust Indenture*" means and includes the Master Trust Indenture dated as of August 1, 1999, as supplemented, and any comparable or related document, pursuant to which the Authority issues Authority Bonds.

"*Political Subdivision*" has the meaning given that term by the Authority Act, currently: a county, city, town or special taxing district authorized by law to construct wastewater treatment facilities.

"*Project*" is the project described in Section 2.1 of the Loan Agreement, all or a portion of the Cost of which is financed from the proceeds of the Loan.

"*Repayment Period*" means the period over which the principal amount of the Loan will be repaid which period begins and ends on the dates set forth in this Loan Agreement.

"*Repayment Principal Amount*" means the amount the Authority agrees to loan to the Local Borrower pursuant to this Loan Agreement or such lesser amount of actual Eligible Project Costs as represents the aggregate amount of the Loan actually made pursuant to this Loan Agreement.

"Reserve Fund Surety" means a surety bond, insurance policy, letter of credit or similar arrangement representing the irrevocable obligation of the issuer thereof to pay to or at the direction of the Local Borrower an amount up to the Reserve Requirement as set forth in Exhibit A.

"*Safe Drinking Water Act*" means the Federal Safe Drinking Water Act (P.L. 93-523; 88 Stat. 1660; P.L. 96-190; 91 Stat . 1393; P.L. 104-182; 110 Stat. 1613), as amended in 1996.

"*Source of Repayment*" means the "source of repayment" set forth in this Loan Agreement as defined in Exhibit D.

"*State*" means the State of Arizona.

"*System*" means the "System" as defined in Section 2.2 of the Loan Agreement.

"*Tax-Exempt Obligation*" means any obligation or issue of obligations (including bonds, notes and lease obligations treated for federal income tax purposes as evidences of indebtedness) the interest on which is excluded from gross income for federal income tax purposes within the meaning of Section 150 of the Code, and includes any obligation or any investment treated as a "tax-exempt bond" for the applicable purpose of Section 148 of the Code

"*Trustee*" means the Trustee appointed by the Authority pursuant to the Bond Documents and its successor or successors and any other corporation which may at any time be substituted in its place as Trustee pursuant to the Bond Documents.

Terms not otherwise defined herein shall have the meanings ascribed to them in Exhibit D to the Loan Agreement.

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Section 8.2 **Rules of Interpretation**. For all purposes of this Loan Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of one gender include the corresponding words of other genders; words of neuter include both genders; and words in the singular include words in the plural and vice versa.

(b) Words indicating persons, parties, or entities (and the like) include firms, associations, partnerships (including limited partnerships), limited liability companies (and the like), corporations, trusts and other legal entities, including public and governmental bodies, as well as natural persons.

(c) References to a statute refer to the statute, as amended, and any successor statute, and to all regulations promulgated under or implementing the statute or successor statute, as in effect at the relevant time.

(d) References to a governmental or quasi-governmental entity or representatives thereof also refer to an entity that succeeds to the functions of the governmental or quasi-governmental entity and representatives thereof.

(e) Headings preceding sections of text and any table of contents are solely for convenience of reference and are not part of this Loan Agreement and are not to affect its meaning, interpretation or effect.

(f) Actions permitted under this Loan Agreement may be taken at any time and from time to time in the actor's sole discretion.

(g) The word "including" means "including, but not limited to" and the word "include" means "include, among others."

(h) The terms "hereby," "hereof," "herein," and "hereunder" (and the like) refer to this Loan Agreement.

(i) Indications of time of day mean local time in Phoenix, Arizona.

(j) This Loan Agreement shall be governed by and construed in accordance with the applicable law of the State of Arizona, except for its conflict of law rules and except as preempted by federal.

Article 9 List of Federal Laws and Authorities

By Section 5.4 and Section 5.5 of Exhibit B to the Loan Agreement, the Local Borrower agrees that the Project will comply with applicable provisions of the following federal laws and authorities:

Environmental:

1. Archaeological and Historical Preservation Act of 1974, Pub. L. 93-291; 16 U.S.C. § 469a-1.

2. Clean Air Act, Pub. L. 95-95, as amended; 42 U.S.C. § 7401 et. seq.

3. Clean Water Act, Titles II, IV, and V, Pub. L. 92-500, as amended.

4. Coastal Barrier Resources Act, Pub. L. 97-348; 16 U.S.C. § 3501 et. seq.

5. Coastal Zone Management Act, Pub. L. 92-583, as amended; 16 U.S.C. § 1451 et. seq.

6. Endangered Species Act, Pub. L. 93-205, as amended; 16 U.S.C. § 1531 et seq.

7. Environmental Justice, Executive Order 12898.

8. Farmland Protection Policy Act, Pub. L. 97-98; 7 U.S.C. § 4201 et seq.

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9. Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended.

10. Floodplain Management, Executive Order 11988, as amended by Executive Order 12148.

11. Magnunson-Stevens Fishery Conservation and Management Act, Pub L. 94-265, as amended; 16 U.S.C. § 1801 et. seq.

12. National Historic Preservation Act of 1966, Pub. L. 89-665, as amended; 16 U.S.C. § 470 et. seq.

13. Protection and Enhancement of the Cultural Environment, Executive Order 11593.

14. Protection of Wetlands, Executive Order 11990, as amended by Executive Order 12608; Pub. L. 99-645, as codified at 16 U.S.C. § 3901 et. seq.

15. Safe Drinking Water Act, Section 1424(e), Pub. L. 92-523, as amended; 42 U.S.C. § 300f et. seq.

16. Wild and Scenic Rivers Act, Pub. L. 90-542, as amended; 16 U.S.C. § 1271 et. seq.

17. Migratory Bird Treaty Act of 1918, 16 U.S.C. § 703 et. seq.

Social Legislation:

1. Age Discrimination Act, Pub. L. 94-135; 42 U.S.C. § 6102.

2. Civil Rights Act of 1964, Pub. L. 88-352, Title VI; 42 U.S.C. § 2000d.

3. Equal Employment Opportunity, Executive Order 11246, as amended.

4. Participation by Disadvantaged Business Enterprises in Procurement Under Environmental Protection Agency (EPA) Financial Assistance Agreements.

    a. Promoting the use of Small, Minority, and Women-owned Businesses, Executive Orders 11625, 12138 and 12432.

    b. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

    c. Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993, Pub. L. 102-389; 42 U.S.C. § 4370d.

    d. Title X Clean Air Act, Pub. L. 101-549; 42 U.S.C. § 7601 note.

5. Rehabilitation Act of 1973, Pub. L. 93-112; 29 U.S.C. § 794 (including Executive Order 11914 and 11250).

6. Section 13 of the Federal Water Pollution Control Act, Pub. L. 92-500; 33 U.S.C. § 1251.

7. The Drug Free Workplace Act Of 1988, Pub. L. 100-690.

Economic and Miscellaneous Authority:

1. Anti-Lobbying Provision (40 CFR Part 34) and New Restrictions on Lobbying, Section 319 of Pub. L. 101-121.

2. Debarment and Suspension, Executive Order 12549.

DRAFT UNAPPROVED

3. Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended; 42 U.S.C. § 3331 et. seq.

4. Preservation of Open Competition and Government Neutrality, Executive Order 13502.

5. Prohibitions relating to violators of the Clean Air Act, Section 306 of the Clean Air Act, 42 U.S.C. § 7505; Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans.

6. Uniform Relocation and Real Property Acquisition Policies Act of 1970, Pub. L. 91-646, as amended; 42 U.S.C. §§ 4601-4655.

*****

DRAFT UNAPPROVED

RESOLUTION NO. 2022-06

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, OF THE CITY OF FLAGSTAFF, ARIZONA, A MUNICIPAL CORPORATION OF ARIZONA, TO AUTHORIZE THE APPLICATION FOR A CLEAN WATER STATE REVOLVING FUND LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA

RECITALS:

WHEREAS, the City of Flagstaff, Arizona, has identified a need for a stormwater capital improvement project; and

WHEREAS, pursuant to Sections 9-521 through 540, Arizona Revised Statutes, and specifically Section 9-571, Arizona Revised Statutes, such city may obligate the revenues generated by its utility system to repay a loan from the Water Infrastructure Finance Authority of Arizona ("WIFA"); and

WHEREAS, such city certifies that the population of the community is under 150,000 in population as of the most recent U.S. Census Date; and

WHEREAS, it is in the best interest of such city to pursue and apply for financial assistance from WIFA of an amount not to exceed $20,000,000 for such stormwater project; and

WHEREAS, the population of such city at the time of this request is less than 150,000, which meets the requirement under Section 9-571, Arizona Revised Statutes.

ENACTMENTS:

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

SECTION 1. The Management Services Director of such city is hereby authorized to apply for CWSRF financial assistance from WIFA.

SECTION 2. The Management Services Director of such city is authorized to take such actions as are necessary to apply for financial assistance in an amount not to exceed $20,000,000 payable from revenues of the utility system.

SECTION 3. All actions of the officers and agents of such city which conform to the purposes and intent of this resolution and which further the completion of the application as contemplated by this resolution, whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of such city are hereby authorized and directed to do all such acts and things and to execute and deliver all such application documents on behalf of such city as may be necessary to carry out the terms and intent of this resolution.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of February, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

For

CITY ATTORNEY

RESOLUTION NO. 2019-42

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, DECLARING, FOR PURPOSES OF SECTION 1.150 2 OF THE FEDERAL TREASURY REGULATIONS, OFFICIAL INTENT TO BE REIMBURSED IN CONNECTION WITH CERTAIN CAPITAL EXPENDITURES RELATING TO THE MUNICIPAL COURT FACILITIES PROJECT, WATER PROJECTS, WASTEWATER PROJECTS, AND STORMWATER PROJECTS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff, Arizona, a political subdivision of the State of Arizona (hereinafter referred to as the "City"), is authorized and empowered to finance the costs of various capital facilities and equipment owned or to be owned by the City; and

WHEREAS, it is contemplated that certain expenditures made by the City with regard to capital facilities and equipment owned or to be owned by the City will be reimbursed from the financing proceeds in the future by or on behalf of the City.

ENACTMENTS:

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

SECTION 1. Definitions. The following terms shall have the meanings assigned thereto as follows:

"Official intent" means a declaration of intent of the City to reimburse an original expenditure with proceeds of an obligation.

"Original expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than a reimbursement bond.

"Reimbursement bond" means the portion of an issue of obligations allocated to reimburse an original expenditure that was paid before the issue date of such issue.

SECTION 2. Official Intent. This Resolution is official intent relating to reimbursement for the original expenditures indicated in Exhibit A attached hereto which are capital expenditures [being any cost of a type that is properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles].

SECTION 3. Project Descriptions. The projects for which such original expenditures are to be paid are for those described on the Exhibit A attached hereto and the maximum principal amount of obligations (including the reimbursement bonds for such purposes) to be issued for such projects will not exceed $41,000,000.

SECTION 4. Reasonableness of Official Intent. On the date of this Resolution, the Council of

the City has a reasonable expectation (being that a prudent person in the same circumstances would have based on all the objective facts and circumstances) that it will reimburse such original expenditures with proceeds of such obligations. [Official intents have not been declared by the Council of the City as a matter of course or in amounts substantially in excess of the amounts expected to be necessary for such projects. Moreover, the Council of the City does not have a pattern (other than in extraordinary circumstances) of failure to reimburse actual original expenditures covered by official intents.]

SECTION 5. Reimbursement Period. With certain exceptions, an allocation in writing that evidences use of proceeds of the reimbursement bonds to reimburse the original expenditures shall be made not later than 18 months after the later of the date that the original expenditure is paid or the date the project is "placed in service," but in no event more than 3 years after the original expenditure is paid. The City is allowed to reimburse for expenditures up to 60 days prior to the date of the resolution adoption.

SECTION 6. Public Record. This Resolution shall be included as of the date hereof in the publicly available official records of the City, such records being maintained and supervised by the Clerk of the City, being the main administrative office of the City, and shall remain available for public inspection on a reasonable basis.

SECTION 7. Effective Date. This resolution shall be immediately effective.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of September 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

For

CITY ATTORNEY

Exhibits:
Exhibit A – Original Expenditures Intended to be Reimbursed as of July 5, 2019

EXHIBIT A

ORIGINAL EXPENDITURES INTENDED TO BE REIMBURSED
AS OF JULY 5, 2019

Description of Original Expenditures	Amount of Expenditures
Municipal Court Facilities	$ 16,000,000
Water Projects	$ 3,000,000
Wastewater Projects	$ 4,000,000
Stormwater Projects	$ 18,000,000

12. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Rick Tadder, Management Services Director

Date: 04/11/2022

Meeting Date: 04/19/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-08: An ordinance of the Council of the City of Flagstaff, Coconino County, Arizona (1) providing for the sale and execution and delivery pursuant to a Series 2019 Utility System Revenue Trust Agreement of utility system revenue obligations, in one or more series evidencing proportionate interests of the owners thereof in installment payments of the purchase price to be paid by the City of Flagstaff, Arizona, pursuant to a Series 2019 Utility System Revenue Purchase Agreement to finance costs of certain improvements to the water and sewer utility system of the City; (2) authorizing the completion, execution and delivery with respect thereto of agreements necessary or appropriate as part of financing the costs of such improvements and paying related financing costs; (3) delegating to the Mayor, the City Manager, and the Management Services Director certain authority with respect to the purposes hereof; (4) authorizing the Management Services Director to expend all necessary funds therefor and (5) authorizing the Management Services Director or his designees to take all other actions necessary to the consummation of the transaction contemplated by this ordinance and declaring an emergency.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-08 by title only for the final time
2) City Clerk reads Ordinance no. 2022-08 by title only (if approved above)
3) Adopt Ordinance No. 2022-08

Executive Summary:

This ordinance authorizes the issuance of up to $9,865,000 of revenue pledge indebtedness for water and stormwater projects. There may be one financing or two separate to provide up to $4,100,000 for the Stormwater fund and up to $5,765,000 to refinance existing loans in the Water fund. An ordinance is required to authorize the City to borrow money, pursuant to City Charter ARTICLE VI - FINANCE AND TAXATION, Section 5 - WHEN ACTIONS ARE TO BE TAKEN BY ORDINANCE.

At the second read of this Ordinance, staff is seeking Council's approval to adopt the Ordinance with an emergency clause. The Ordinance would be required to be adopted with a vote of three fourths of all members elected or appointed to the Council. Due to the changing financial environment, delay in authorizing the financing will have an impact to the Stormwater Fund and the resources to deliver future projects for health and safety purposes.

Financial Impact:

The issuance of debt for the Stormwater fund has been established during the 2018 rate analysis and is included in the current 5-year plans for the fund. The future debt service payments of principal and interest are also included in the 5-year plan. We are requesting to issue up to $4.1 million in debt to fund Stormwater studies and infrastructure. The funding will be used to help pay for the construction of two new stormwater detention basins at Killip Elementary School, per the Intergovernmental Agreement entered into by and between the City and the Flagstaff Unified School District in January 2022.

The issuance of debt for the Water and Wastewater funds has been established during the 2016 rate study and is included in the current 5-year plans for the funds. The City has several outstanding Water Infrastructure Financing Authority of Arizona loans that exceed today's interest rates. The City seeks to refinance up to $5,765,000 for those loans which may provide approximately $150,000 in savings for the Water fund.

Policy Impact:

None

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

PRIORITY BASED BUDGETING KEY COMMUNITY PRIORITIES:
Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
Safe & Healthy Community: Foster a safe, secure, and healthy community.

REGIONAL PLAN:
Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.
Goal WR.6. Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.

CARBON NEUTRALITY:
CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.
CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

Has There Been Previous Council Decision on This:

On July 5, 2019 Council adopted Reimbursement Resolution 2019-42 for $18,000,000 related to stormwater projects.

Options and Alternatives:

- Approve the Ordinance as written allowing the City to move forward with the issuance of pledge revenue obligations.
- Recommend changes to the Ordinance modifying the issuance of pledge revenue obligations.
- Do not approve the authority move forward with the issuance of pledge revenue obligations. This will delay financing of infrastructure and may result in higher interest rates.

Background/History:

Issuing debt for water, wastewater and stormwater funds is a common practice to pay for large capital improvement projects for such utilities. Rate studies for these utilities address this when setting user fees and balancing the consideration of fee-based capital projects versus debt-based capital projects. Often there is a balance of both. The most recent rates adopted included the consideration of issuing debt for capital improvements as well as meeting the financial policy of the utilities.

As a result of flooding events in the community, the City recognized a need to deliver infrastructure and complete a feasibility study. The recent flooding events had an impact on the cash balances of the Stormwater fund. In order to advance the Killip Detention Basin in cooperation with the Flagstaff Unified School District and to complete a feasibility study quickly, financing was determined as the best approach allow the projects to move forward.

Working with our Financial Advisor this year, they identified an opportunity to refinance some existing loans with WIFA for a more favorable interest rate. There is up to $5,765,000 allowed to be paid off with WIFA and replaced with a private placement revenue obligation. The City will only consider financing if there is a favorable cost savings.

While the purpose of this agenda items is to approve an ordinance to allow the City to issue debt, we have included a draft Trust Agreement and Purchase Agreement as informational documents you may review. These documents have been reviewed by our Financial Advisors and Bond Counsel. These are materially complete however may have some changes prior to completion of the debt transactions. Final documents will be available upon request to the Management Services Director.

City staff will issue a formal request for proposals (RFP) which banks will respond to. City staff will then negotiate best and final offers prior to award.

Community Involvement:

Inform: To provide the public information related to the issuance or water and wastewater revenue obligations.

Attachments:

Ord. 2022-08
Draft Purchase Agreement
Draft Trust Agreement
Reimbursement Resolution

ORDINANCE NO. 2022-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA (1) PROVIDING FOR THE SALE AND EXECUTION AND DELIVERY PURSUANT TO ONE OR MORE UTILITY SYSTEM REVENUE TRUST AGREEMENTS OF UTILITY SYSTEM REVENUE AND REVENUE REFUNDING OBLIGATIONS, IN ONE OR MORE SERIES, EVIDENCING PROPORTIONATE INTERESTS OF THE OWNERS THEREOF IN INSTALLMENT PAYMENTS OF THE PURCHASE PRICE TO BE PAID BY THE CITY OF FLAGSTAFF, ARIZONA, PURSUANT TO ONE OR MORE UTILITY SYSTEM REVENUE PURCHASE AGREEMENTS TO FINANCE AND/OR REFINANCE COSTS OF CERTAIN IMPROVEMENTS TO THE WATER, WASTEWATER AND STORMWATER UTILITY SYSTEM OF THE CITY; (2) AUTHORIZING THE COMPLETION, EXECUTION AND DELIVERY WITH RESPECT THERETO OF AGREEMENTS NECESSARY OR APPROPRIATE AS PART OF FINANCING AND/OR REFINANCING THE COSTS OF SUCH IMPROVEMENTS AND PAYING RELATED FINANCING COSTS; (3) DELEGATING TO THE MAYOR, THE CITY MANAGER AND THE MANAGEMENT SERVICES DIRECTOR CERTAIN AUTHORITY WITH RESPECT TO THE PURPOSES HEREOF; (4) AUTHORIZING THE MANAGEMENT SERVICES DIRECTOR TO EXPEND ALL NECESSARY FUNDS THEREFOR; AND (5) AUTHORIZING THE MANAGEMENT SERVICE DIRECTOR OR HIS DESIGNEES TO TAKE ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS ORDINANCE AND DECLARING AN EMERGENCY

RECITALS:

WHEREAS, the City of Flagstaff, Arizona (the "City") has incurred loan agreements (the amounts of such loan agreements to be prepaid as provided herein are collectively referred to herein as the "Obligations Being Prepaid") with the Water Infrastructure Finance Authority of Arizona to finance certain costs of certain improvements for the water utility system of the City (the "Existing Projects"); and

WHEREAS, it is necessary and in the best interests of the City to (i) refinance all or a portion of the Obligations Being Prepaid, and (ii) finance the costs of certain improvements for the water, wastewater and stormwater utility system of the City (the "New Projects" and, collectively with the Existing Projects, the "Projects"); and

WHEREAS, therefore, the Mayor and Council of the City (the "Council") have determined to cause the execution and delivery of one or more Utility System Revenue Purchase Agreements, to be dated as of the first day of the month of the dated date of the related hereinafter described Series 2022 Obligations (referred to herein as the "Purchase Agreement"), in substantially the form presented at the meeting at which this Ordinance was adopted, by which the City will agree to purchase the portion of the Existing Projects which have not been paid to date and the New Projects; and

WHEREAS, financing and refinancing the costs of the Projects will be accomplished through the sale, by means of a competitively bid solicitation for financing, and execution and delivery of

certain proportionate interests (the "Series 2022 Obligations") in the Purchase Agreement pursuant to, and secured by, one or more Utility System Revenue Trust Agreements, to be dated as of the date of the related Purchase Agreement (referred to herein as the "Trust Agreement"), from the City to a trustee to be determined as provided herein (including any successor appointed and acting in such capacity, the "Trustee"), in substantially the form presented at the meeting at which this Ordinance was adopted; and

WHEREAS, it has been determined that Stifel, Nicolaus & Company, Incorporated (the "Financial Advisor") should act as financial advisor with respect to the sale of the Series 2022 Obligations pursuant to letter agreements between the City and the Financial Advisor; and

WHEREAS, there have been presented to the Council at the meeting at which this Ordinance is being adopted the proposed forms of: (1) the Purchase Agreement; and (2) the Trust Agreement; and

WHEREAS, the City has the requisite power and authority to execute and deliver the Purchase Agreement and to cause the sale and execution and delivery of the Series 2022 Obligations, and all acts, conditions and things required by the Constitution and laws of the State of Arizona and the requirements of the City to happen, exist and be performed precedent to and as a condition to the adoption of this Ordinance have happened, exist and been performed in the time and manner required to make the Purchase Agreement a valid and binding limited, special obligation of the City; and

WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Flagstaff, Arizona, an emergency is declared to exist, and this ordinance shall become immediately operative and in force from and after the date of posting hereof.

ENACTMENTS:

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

SECTION 1. Authorization and Execution and Delivery of Documents and Series 2022 Obligations; Acceptance of Proposal(s).

(a) For the purpose of providing funds to finance and refinance the costs of the Projects and the related costs of the sale and execution and delivery of the Series 2022 Obligations, the Series 2022 Obligations shall be sold and executed and delivered in one or more series as provided herein. Each series of the Series 2022 Obligations shall be dated the date of their initial authentication and delivery, shall be executed and delivered in such form and denominations, shall be payable as to interest and principal on such dates, shall be executed in such manner and shall have such other provisions, including, without limitation, provisions with respect to prepayment prior to maturity, as set forth in the applicable form of the Trust Agreement, with such additions, deletions and modifications consistent with this Ordinance as shall be approved by the officers of the Trustee executing and delivering the same on behalf of the Trustee, the execution and delivery thereof to constitute conclusive evidence of their approval and of such additions, deletions or modifications. The identity of the Trustee, the aggregate principal amount of the Series 2022 Obligations (but not to exceed $4,100,000 with respect to the financing of the New Projects), the number of series the Series 2022 Obligations shall be and the amount and designation of each such series, the period over which the Series 2022 Obligations shall

mature (including provisions for prepayment), whether the Series 2022 Obligations shall be executed and delivered pursuant to one or more Purchase Agreements and Trust Agreements, whether to proceed with the refinancing of the Existing Projects and, if so, the exercise of prepayment provisions with respect to the Obligations Being Prepaid; the date on, entity or entities to which and price at which each series of the Series 2022 Obligations shall be sold (including provisions for any discount or premium), and the rates of interest the Series 2022 Obligations shall bear (but, except in the case of an event of default or an event of taxability, not to exceed five percent (5%)) and the dates such interest shall be payable shall be determined by the Mayor, the City Manager or the Management Services Director of the City or the designees of any of them (collectively, the "Authorized Representatives") to which such authority is hereby delegated; provided, however, that if the refinancing of the Existing Projects proceeds in accordance with the foregoing direction, such refinancing must result in a present value debt service savings net of all costs, of two percent of the principal amount of the Obligations Being Prepaid.

(b) The Mayor or, in the absence thereof, the Vice Mayor are hereby authorized to execute, and the Clerk is hereby authorized to attest and deliver, respectively, the Purchase Agreement and the Trust Agreement (multiple of each, if necessary, in accordance with the direction delegated by paragraph (a) of this Section), as well as, if necessary, an Escrow Trust Agreement, to be dated as of the first day of the month of the dated date of the Series 2022 Obligations (the "Escrow Trust Agreement"), with the Trustee, in its separate capacity as escrow trustee (the "Escrow Trustee"), for the establishment of an escrow to defease the Obligations Being Prepaid, in a standard form, all of which are hereby approved, with such additions, deletions and modifications as shall be approved by those officers executing and delivering the same on behalf of the City, the execution and delivery thereof to constitute conclusive evidence of their approval, and of such additions, deletions and modifications.

(c) The Trustee is hereby requested to execute and deliver the Series 2022 Obligations (in one or more series), the Purchase Agreement and the Trust Agreement (multiple of each, if necessary, in accordance with the direction delegated by paragraph (a) of this Section), and the Escrow Trustee is hereby requested to execute and deliver, if necessary, the Escrow Trust Agreement.

(d) The Authorized Representatives are hereby authorized to cause the sale and execution and delivery of the Series 2022 Obligations and are hereby delegated the authority to complete any information missing in, or necessary for the consummation of the transactions contemplated by, the Purchase Agreement and the Trust Agreement. The Authorized Representatives are authorized to select, and execute and deliver contracts with, appropriate professionals (including special counsel) to provide various professional services with respect to the sale and execution and delivery of the Series 2022 Obligations as well as to provide for such other matters (including credit enhancement providers if deemed advantageous by them) as are necessary in order to accomplish the purposes of this Ordinance. The Authorized Representatives are hereby further authorized to execute and deliver any instruments or documents necessary in connection with the purchase of any such credit enhancement, including those making provision for the repayment of amounts advanced for credit enhancement thereunder. The fees, costs and expenses with respect to the foregoing shall be paid from proceeds of the sale of the Series 2022 Obligations or any other legally available moneys. The Management Services Director is hereby authorized to receive and expend such funds as necessary to accomplish the purposes of this Ordinance, including payment of installment payments related to debt

service on the Series 2022 Obligations.

(e) Subject to the direction delegated by paragraph (a) of this Section, the proposal(s) of the purchaser(s) determined as provided in such paragraph may be accepted. The Series 2022 Obligations shall be prepared and executed and delivered following the adoption of this Ordinance and shall thereupon be delivered to such purchaser(s) upon payment therefor in accordance with the terms of the Trust Agreement.

SECTION 2. Severability

If any section, paragraph, subdivision, sentence, clause or phrase of this Ordinance is for any reason held to be illegal or unenforceable, such decision will not affect the validity of the remaining portions of this Ordinance. This Council hereby declares that it would have adopted this Ordinance and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the issuance of the Series 2022 Obligations pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Ordinance may be held illegal, invalid or unenforceable.

SECTION 3. Ratification of Actions

All actions of the officers, employees and agents of the City, including the Council, which conform to the purposes and intent of this Ordinance and which further the actions contemplated by this Ordinance, whether taken before or after adoption of this Ordinance, are hereby ratified, confirmed and approved. The Management Services Director of the City or his designee(s) are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Ordinance.

SECTION 4. Effective Date

It is necessary for the preservation of the peace, health and safety of the City of Flagstaff, Arizona, an emergency is declared to exist, and this ordinance shall become immediately operative and in force from and after the date of adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 19th day of April, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CERTIFICATION

I hereby certify that the foregoing Ordinance No. 2022-08 was duly passed and adopted by the Mayor and Council of the City of Flagstaff, Arizona, at a regular meeting held on the 19th day of April 2022, and the vote was …….. ayes and …….. nays and that the Mayor and …….. Councilmembers were present thereat.

.....
Stacy Saltzburg, City Clerk, City of Flagstaff, Arizona

DRAFT
02/21/22

SERIES 2022 UTILITY SYSTEM REVENUE PURCHASE AGREEMENT

by and between

_____,
as Seller

and

THE CITY OF FLAGSTAFF, ARIZONA,
as Purchaser

Dated as of _____ 1, 2022

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SERIES 2022 UTILITY SYSTEM REVENUE PURCHASE AGREEMENT

THIS SERIES 2022 UTILITY SYSTEM REVENUE PURCHASE AGREEMENT, dated as of _____ 1, 2022 (this "Agreement"), by and between _____, a national banking association, authorized to exercise trust powers in the State of Arizona, as trustee under the Series 2022 Utility System Revenue Trust Agreement, dated as of even date herewith (the "Trust Agreement") but in its separate capacity as seller, and THE CITY OF FLAGSTAFF, ARIZONA, a municipal corporation of the State of Arizona, as purchaser,

W I T N E S S E T H:

WHEREAS, pursuant to Ordinance No. 2022-__ adopted on April 19, 2022, the Mayor and Council of the City (as such term and all other undefined terms used herein are defined in the Trust Agreement) determined that the Series 2022 Obligations be sold and executed and delivered; and

WHEREAS, pursuant to the Trust Agreement, the Trustee has caused deposits to be made to the Improvements Fund and the Delivery Costs Fund and a transfer to be made to WIFA; and

WHEREAS, the City is a municipal corporation duly incorporated and validly existing under the laws of the State; the Constitution and the laws of the State authorize the City to enter into this Agreement and the transactions contemplated by this Agreement; the City has duly authorized and executed this Agreement; this Agreement is a lawful, valid and binding obligation of the City, enforceable against the City in accordance with its terms; all required procedures for execution and performance of this Agreement, including publication of notice, public hearing or competitive bidding, if applicable, have been or will be complied with in a timely manner; the Payments will be paid when due out of funds which are legally available for such purposes; neither the execution and delivery of this Agreement or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the City; the City has disclosed in writing to the Seller all facts that do or will materially adversely affect the properties, operations or financial condition of the City and that any financial statements, notices or other written statements provided by the City to the Seller pursuant hereto will not contain any untrue statement of a material fact or omit any material fact necessary to make such statements or information not misleading and the Projects comply with all applicable environmental laws, rules and regulations (including, without limitation, all federal, state and local laws) and with Title III of the Americans with Disabilities Act and the regulations issued thereunder by the United States Department of Justice concerning accessibility of places of public accommodation and commercial facilities if and to the extent such Act and regulations apply to the Projects; and

WHEREAS, the Seller has full legal authority and is duly empowered to enter into this Agreement and has taken all actions necessary to the execution and delivery hereof;

NOW, THEREFORE, pursuant to law and for and in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I
APPLICATION OF PROCEEDS OF SERIES 2022 OBLIGATIONS

Section 1.1 Refinancing; Improvements Fund.

(a) Amounts transferred by the Trustee to WIFA shall be applied to defease the Obligations Being Prepaid.

(b) (i) The City shall establish and maintain a separate fund known as the *"Improvements Fund,"* which shall be funded from amounts paid by the Trustee pursuant to Article V of the Trust Agreement. Amounts in the Improvements Fund shall be disbursed by the City for the following purposes and for no other purposes:

(A) to the extent not paid by the Trustee from the Delivery Costs Fund established under the Trust Agreement, Delivery Costs; and

(B) payment for labor, services, materials and other necessities used or furnished in the acquisition, improvement and construction of the New Projects, and all real and personal property deemed necessary in connection with the New Projects and for the miscellaneous expenses incidental to any of the foregoing including the premium on each performance and payment bond.

(ii) Before any of the foregoing payments may be made, the City shall maintain a record with respect to each such payment to the effect that: (X) none of the items for which the payment is proposed to be made has formed the basis for any payment previously made from the Improvements Fund, (Y) each item for which payment is proposed to be made is or was necessary in connection with the Projects and (Z) each item for which payment is proposed is for a purpose permitted by this Section.

(iii) In the case of any contract providing for the retention of a portion of the contract price, there shall be paid from the Improvements Fund only the net amount remaining after deduction of any such portion.

The City shall notify the Trustee of the completion date of the New Projects by a certificate signed by the City Representative stating that acquisition, construction and improvement of the New Projects has been completed and all obligations and costs in connection with the New Projects and payable out of the Improvements Fund have been paid and discharged, except for amounts retained by the City for payment of costs of the New Projects not yet due and payable. Any moneys held in the Improvements Fund upon delivery of such certificate which are not needed to pay costs of the New Projects shall be transferred by the City to the Trustee for deposit to the Interest Account.

ARTICLE II
AGREEMENTS OF SALE; PURCHASE PRICE

Section 2.1 Agreements of Sale.

(a) In order to finance the costs of the New Projects, the Seller hereby sells and conveys to the City, without recourse, representation or warranty, and the City hereby purchases for the amounts payable pursuant hereto and accepts, from the Seller, any interests the Seller has in the New Projects.

(b) In order to refinance the costs of the Existing Projects which have not be paid to date, the City hereby sells and conveys any interests it has in the Existing Projects to the Seller, without recourse, representation or warranty, for the sum of $10.00 and other valuable consideration had and received. The Seller in turn hereby sells and conveys back to the City, without recourse, representation or warranty, and the City hereby purchases for the amounts payable pursuant hereto and accepts, from the Seller, such interests the Seller has in the Existing Projects.

Section 2.2 Possession of and Title to Projects. The City shall be entitled to possession of, and full and unencumbered title to, the Projects, without suit, trouble or hindrance from the Seller. The Projects shall be made a part of the System and shall be used in accordance with all applicable laws.

Section 2.3 Amounts Payable After Execution and Delivery of Series 2022 Obligations Including for Purchase Price. After paying any amounts due to the Trustee pursuant to the Trust Agreement, Net Revenues provided for by Section 3.1 shall be paid for the following purposes and in the following order of priority, after decreasing any such payment for any interest income or gain received, or increasing such payment for any loss realized, during the preceding month in the account to which such payment is to be deposited:

(i) Amounts due pursuant to Section 7.2(d)(ii).

(ii) Commencing on _____ 1, 20__, and each _____ 1 and _____ 1 thereafter, the portion of each installment designated as interest on the Series 2022 Obligations and coming due during the six-month period (or portion thereof) preceding the next Obligation Payment Date for deposit to the Interest Account, calculated as described in Section 2.2(a) of the Trust Agreement.

(iii) Commencing on July 1, 20__, and each July 1 thereafter, the principal coming due (whether because of maturity or mandatory prepayment) with respect to the Series 2022 Obligations on the next Obligation Payment Date for deposit to the Principal Account.

This Agreement shall be deemed and construed to be a *"net purchase agreement,"* and the payments provided for in this Section shall be an absolute net return to the Seller, free and clear of any expenses or charges whatsoever, except as otherwise specifically provided herein.

Section 2.4 Obligations of City Hereunder Unconditional. The obligations of the City to make the payments required in Section 2.3 and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of the continued existence of the Projects or their physical condition. The City (a) shall not diminish, suspend or discontinue any payments provided for in Section 2.3, (b) shall perform and observe all of its other agreements contained in this Agreement and (c) shall not terminate this Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, loss, theft or destruction of or damage to the Projects, or any part thereof, frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof, or any failure of the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement. Nothing contained in this Section shall be construed to release the Seller from the performance of any of the agreements on its part herein contained, and in the event the Seller shall fail to perform any such agreement on its part, the City may institute such action against the Seller as the City may deem necessary to compel performance or recover its damages for non-performance so long as such action shall not violate or impair the effectiveness of the agreements on the part of the City contained in the next two preceding sentences. The City may, however, at its own cost and expense and in its own name or in the name of the Seller, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its rights of ownership, possession and use hereunder, and in such event the Seller hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the Seller in any such action or proceeding if the City shall so request.

Section 2.5 Termination of Payment of Purchase Price; Excess Payments.

(a) Upon full payment or provision for payment of the Purchase Price and provided that the City has performed all the covenants and agreements required by the City to be performed hereunder, this Agreement shall cease and expire. Upon the expiration of this Agreement, the Seller shall cause the Trustee under the Trust Agreement to release any interest which the Trustee may have in Net Revenues from the lien of the Trust Agreement.

(b) In the event of payment of the Purchase Price in full or provision for the payment thereof in full such that the Trust Agreement shall be discharged by its terms as a result of such prepayment and payment of any fees and charges due and owing to the Trustee, all amounts then on deposit in the Obligation Fund shall be credited toward the amounts then required to be so prepaid at the direction of the City Representative. Upon the payment thereof in accordance with the Trust Agreement such that the Trust Agreement shall be discharged by its terms, any money remaining which is not otherwise required to be applied to the payment of debt service on the Series 2022 Obligations or to the payment of any other amounts due under the Trust Agreement shall be paid over to the City.

Section 2.6 Prepayment of Purchase Price Generally. The City shall be permitted to prepay all or a part of the Purchase Price to the extent and in the manner permitted by the Trust Agreement. If such prepayment is made in compliance with the terms of the Trust Agreement, the Trustee shall accept such prepayment to the extent required to provide for a permitted

prepayment or provision for payment of such Series 2022 Obligations as shall be directed by the City. No other prepayment of the Purchase Price shall be permitted. In the event of prepayment of the Purchase Price in full or provision for the payment thereof in full such that the Trust Agreement shall be discharged by its terms as a result of such prepayment, all amounts then on deposit in the Obligation Fund shall be credited toward the amounts then required to be so prepaid. Upon the payment thereof in accordance with the Trust Agreement such that the Trust Agreement shall be discharged by its terms, any money remaining in the Obligation Fund which is not otherwise required to be applied to the payment of debt service on Obligations or to the payment of any other amounts due under the Trust Agreement shall be paid over to the City.

Section 2.7 Effect of Partial Payment or Prepayment. Upon any partial payment or prepayment of the Purchase Price resulting in a prepayment of Series 2022 Obligations, each installment of interest which shall thereafter be payable as a part of the Purchase Price shall be reduced, taking into account the interest rate or rates on the Series 2022 Obligations remaining outstanding after the prepayment of Series 2022 Obligations from the proceeds of such partial payment or prepayment so that the interest remaining payable as a part of the Purchase Price shall be sufficient to pay the interest on such outstanding Series 2022 Obligations when due.

ARTICLE III
SOURCE OF PURCHASE PRICE; RATE COVENANT; PARITY OBLIGATIONS

Section 3.1 Limitation of Source of City Payments.

(a) This Agreement is a limited, special obligation of the City, payable solely and secured as to the payment in accordance with the terms and the provisions hereof.

(b) All payments with respect hereto shall be made only from Net Revenues as hereinafter provided. Nothing, however, shall preclude the City, in the sole and absolute discretion of the Mayor and Council of the City, from paying such amounts from other moneys of the City. Under no circumstances shall amounts paid under this Agreement from such moneys (other than Net Revenues) constitute a pledge thereof, and amounts payable by the City hereunder shall never constitute a general obligation of the City or a pledge of *ad valorem* property taxes by the City.

(c) Net Revenues are hereby pledged by the City to the payment of all amounts due under this Agreement, and the repayment of such amounts shall be secured by a lien on and pledge of Net Revenues on parity with the pledge and lien granted by the City for the payment and security of the Outstanding Parity Obligations and Additional Parity Obligations **(the definition of "System" in the Outstanding Parity Obligations shall, upon execution and delivery of this Agreement, be treated as identical to the definition provided in the Trust Agreement, the primary change being inclusion of "stormwater" in the definition of System, and the pledge of Net Revenues for the payments due pursuant to each of the Outstanding Parity Obligations is hereby expanded to include the additional revenues added to the Net Revenues as a result of including "stormwater" in the definition of System)**. The amounts due under this Agreement, the Outstanding Parity Obligations and

Additional Parity Obligations shall be equally and ratably secured by said pledge and lien without one having priority over the other. The City intends that this pledge shall be a prior and paramount lien on and a first pledge of Net Revenues as will be sufficient to make all payments on this Agreement, and the City covenants to make the payments under this Agreement from Net Revenues, except to the extent that it chooses to make such payments from other legally available funds at its sole option. In no event shall the City be required to make the payments on this Agreement from any revenues, receipts or sources not derived from Net Revenues.

(d) All Net Revenues shall be immediately subject to such pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all persons having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such persons have notice thereof. Nothing contained in this Section shall be construed as limiting any authority granted elsewhere herein to incur the Outstanding Parity Obligations, this Agreement or Additional Parity Obligations nor be deemed a limitation upon the issuance of bonds, notes or other obligations under any law pertaining to the City secured by moneys, income and funds other than Net Revenues and other moneys and investments pledged hereunder or under the Trust Agreement. After the application of Net Revenues for the purposes herein and in the Trust Agreement, they may be used for any lawful purpose.

Section 3.2 Rate Covenant. The City will establish, maintain and collect user rates, fees and charges from all persons using the System sufficient at all times, after making due and reasonable allowance for contingencies and for a margin of error in the estimates, to carry on the efficient operation, maintenance, repairs and replacement of the System, to produce an amount of Net Revenues in each fiscal year in an amount not less than one hundred twenty percent (120%) of the aggregate of the amounts payable pursuant to the Outstanding Parity Obligations, this Agreement and any Additional Parity Obligations in such fiscal year and to maintain any required reserves and other required fund balances with respect to all such obligations, if any.

Section 3.3 Additional Parity Obligations Generally. Additional Parity Obligations having a lien upon and payable from Net Revenues may be issued or incurred on parity with this Agreement, but only as provided herein and only to provide funds for any purpose relating to the System which is permitted by law, subject to the following conditions:

(a) The City will not, at the time of the issuance or incurrence of such Additional Parity Obligations, be in default under the Outstanding Parity Obligations, this Agreement or Additional Parity Obligations or under any resolution related thereto or providing for the issuance thereof or any related credit or reserve fund credit instrument (including Purchase Events of Default and Trust Agreement Events of Default) and

(b) The annual Net Revenues for the twelve (12) consecutive months ending with the calendar month next preceding the date of the adoption by the Mayor and Council of the City of the ordinance or resolution authorizing the issuance or incurrence and sale of the Additional Parity Obligations, or for the last full fiscal year preceding the adoption of such ordinance or resolution, as shown by an audit certificate of an independent public accountant employed by the City, and which may be adjusted to reflect projected Net Revenues as described below, are equal to at least 120 percent of Maximum Annual Debt Service. Net Revenues for such fiscal year or 12-month period (as shown on such audit certificate) may be adjusted to

reflect projected annual Net Revenues on a *pro forma* basis, as stated by the report of an independent engineer or firm of such engineers having a favorable reputation with respect to such matters. In preparing such projection, Net Revenues may be adjusted by such engineer or firm (i) for rate increases for the System service which have been adopted by the Mayor and Council of the City as of the date of issuance or incurrence of such Additional Parity Obligations and which are scheduled to be in effect during all subsequent years in which such debt service or payments are due; (ii) for additional Net Revenues attributable to additions or acquisitions to the System completed subsequent to the commencement of the fiscal year or 12-month period covered by the audit certificate, but prior to the issuance or incurrence of such Additional Parity Obligations and (iii) for additional Net Revenues attributable to properties or facilities or a utility undertaking to be acquired or added to the System and financed from the proceeds of the Additional Parity Obligations or other sources of funds which are identified by the City at the time of the projections. For purposes hereof, in determining the debt service or other amounts payable in a year with respect to obligations which bear interest at a rate which varies or fluctuates from time to time, interest shall be calculated at a rate which is 125 percent of the greater of (i) the rate per annum which was in effect with respect to such obligations on the last business day of the calendar month preceding the date on which the calculation is to be made or, if no rate was in effect on such date, the rate per annum which was in effect on the date on which the calculation is to be made or (ii) the weighted average rate per annum for the most recent twelve (12) full calendar months or for such lesser period as such obligations have been outstanding.

ARTICLE IV
COVENANTS REGARDING THE SYSTEM, MAINTENANCE, INVESTMENTS AND TAXES

Section 4.1 Maintenance of the System in Good Condition. All maintenance and repair of the Projects and utilities therefor shall be the responsibility of the City. (In exchange for the payment of the amounts due hereunder, the Seller shall provide nothing more than the Projects.) The City shall (a) maintain the System in good and working condition, (b) operate the same in a proper and economical manner and at reasonable cost and (c) faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State.

Section 4.2 Insurance. The City shall maintain insurance on the System (which may take the form of or include an adequately-funded program of self-insurance), for the benefit of the Owner or Owners of the Series 2022 Obligations payable wholly or in part from the Revenues, for the full insurable value of all buildings and machinery and equipment therein, against loss or damage by fire, lightning, tornado or winds, and all other combustible property against loss or damage by fire or lightning, and other coverages and amounts of insurance (including public liability and damage to property of others to the extent deemed prudent by the City), normally carried by others on similar operations. The cost of such insurance may be paid as an Operation and Maintenance Expense. All money received for losses under any such insurance policies, except public liability policies, is hereby pledged by the City as security for the payment of this Agreement until and unless such proceeds are paid out in making good the loss or damage in respect of which such proceeds are received, including repairing the System.

Self-insurance may be maintained for the System either separately or in connection with any general self-insurance retention program or other insurance program maintained by the City; provided that (a) any such program has been adopted by the City and (b) an independent insurance or actuarial consultant appointed by the City annually reviews and certifies to the City in writing that any such program is adequate and actuarially sound. All proceeds of any condemnation awards with respect to the System shall be deposited with the Trustee and applied to the *pro rata* payment of the Series 2022 Obligations.

Section 4.3 No Sale; Lease or Encumbrance Exceptions.

(a) The City shall not sell, lease, encumber or in any manner dispose of the System as a whole until all of the Series 2022 Obligations and all interest thereon shall have been paid in full or provision for payment has been made in accordance with the Trust Agreement.

(b) The City may sell, lease or otherwise dispose of any of the property comprising a part of the System if such property is not necessary for the operation of the System, such property is not useful in the operation of the System, such property is not profitable in the operation of the System or the disposition of such property will be advantageous to the System and will not adversely affect the security for the Owners of the Series 2022 Obligations or the payment of the principal or interest components of the Series 2022 Obligations.

(c) The City may sell or otherwise transfer the System as a whole to any political subdivision or agency of one or more political subdivisions of the State to which may be delegated the legal authority to own and operate the System on behalf of the public, and which undertakes in writing, filed with the Management Services Director, the City's obligations hereunder; provided that there shall be first filed with the Management Services Director a Special Counsel's Opinion to the effect that such sale will not cause interest on any of the Series 2022 Obligations to become subject to federal income taxation, such sale will not materially diminish the security of the Owners of the Series 2022 Obligations and the obligations of the City hereunder have been validly assumed by such transferee and are the valid and legally binding obligations of such transferee.

(d) Notwithstanding the above provisions, the City may sell or lease all or any part of the System in connection with the issuance of Additional Parity Obligations to finance additional improvements to the System or refinance the Series 2022 Obligations or Additional Parity Obligations provided that such sale or lease does not permit foreclosure, or other loss by the City, of such portion of the System.

Section 4.4 Books, Records and Accounts. The City shall cause to be kept proper books, records and accounts of the System in accordance with standard accounting practices and procedures customarily used for systems of similar nature.

Section 4.5 Satisfaction of Liens. The City shall, from time to time, duly pay and discharge or cause to be paid and discharged all taxes, assessments and other governmental charges, if any, lawfully imposed upon the System or any part thereof or upon Net Revenues, as well as any lawful claims for labor, materials or supplies which if unpaid might by law become a lien or charge upon the System or the revenues or any part thereof or which might impair the

security or payment of the Series 2022 Obligations, except when the City in good faith contests its liability to pay the same.

Section 4.6 Disconnection of Service for Non-Payment; No Free Service.

(a) The City shall diligently enforce payment of all bills for services supplied by the System. If a bill becomes delinquent and remains so for a period to be determined in accordance with City policy from time to time, the City shall discontinue service in accordance with the laws of the State to any premises the owner or occupant of which shall be so delinquent, and will not recommence such service to such premises until all delinquent charges with penalties shall have been paid in full or provisions for such payment satisfactory to the City shall have been made. The City shall do all things and exercise all remedies reasonably available to assure the prompt payment of charges for all services supplied by the System.

(b) No free service shall be furnished by the System to the City or any department thereof or to any person, firm or corporation, public or private, or to any public agency or instrumentality, except as provided herein. The reasonable cost and value of all service rendered to the City and its various departments by the System shall be charged against the City and will be paid for as the service occurs from the City's current funds. All payments so made shall be considered Operating Revenues and shall be applied in the manner herein provided for the application of the Revenues of the System.

Section 4.7 No Competing System. The City shall not, to the extent permitted by law, grant a franchise or permit for the operation of any competing system in the City.

Section 4.8 Taxes. All taxes of any type or nature charged to the Seller or affecting the Projects or affecting the amount available to the Seller from payments received hereunder for the payment of the Series 2022 Obligations (including charges assessed or levied by any governmental agency, district or corporation having power to levy taxes) shall upon receipt of invoices therefor be paid by the City. Upon written request of the City, the Seller shall take whatever steps are necessary to contest the amount of tax, or to recover any tax paid if the City believes such tax or assessment to be improper or invalid. The City shall reimburse the Seller for any and all costs, including reasonable attorneys' fees and expenses, thus incurred by the Seller.

Section 4.9 Conflicts with Outstanding Parity Obligations To the extent of any conflict between the provisions of this Article and those of the Outstanding WIFA Parity Obligations, the provisions of the Outstanding WIFA Parity Obligations shall prevail so long as amounts remain unpaid or unprovided for pursuant to the Outstanding WIFA Parity Obligations.

ARTICLE V
INDEMNIFICATION

To the extent permitted by law, the City hereby indemnifies and holds the Seller, its directors, officers, agents, attorneys and employees, harmless for, from and against any and all claims, expenses, liens, judgments, liability or loss whatsoever, including reasonable legal fees and expenses, relating to or in any way arising out of (a) this Agreement, the Trust Agreement,

financing statements, supplements, amendments or additions thereto or the enforcement of any of the terms thereof; (b) the Series 2022 Obligations; (c) the sale and execution and delivery of the Series 2022 Obligations or the transactions contemplated in any of the aforementioned acts, agreements or documents; or (d) the acquisition, purchase, ownership, lease, possession, rental, use, operation, sale or disposition of the Projects hereunder or in connection herewith (including, without limitation, expense, liability or loss relating to or in any way arising out of injury to persons, property or the environment, patent or invention rights or strict liability in tort). The right of the Seller to indemnification from the City shall not extend to claims, suits and actions successfully brought against the Seller for, or losses, liabilities or expenses incurred as a result of, the negligence, or willful misconduct of the Seller. To the extent that the City makes or provides for payment to the satisfaction of the Seller under the indemnity provisions hereof, the City shall be subrogated to the rights of the Seller with respect to such event or condition and shall have the right to determine the settlement of claims thereon, it being agreed that, except to the foregoing extent, the Seller shall have the right to determine such settlement. The City shall pay all amounts due hereunder promptly upon notice thereof from the Seller. In case any action, suit or proceeding is brought against the Seller, if any, by reason of any act or condition which requires indemnification by the City hereunder, the Seller shall notify the City promptly of such action, suit or proceeding, and the City may (and shall upon the request of the Seller), at the expense of the City, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended, by counsel designated by the City and approved by the Seller. If the Seller desires to participate in the defense of such action, suit or proceeding through its own counsel, it may do so at its own expense; provided, however, that the fees and expenses of such counsel shall be paid by the City if (i) the employment of such counsel has been authorized by the City or, (ii) the City shall have failed promptly after receiving notice of such action from the Seller to assume the defense of such action and employ counsel reasonably satisfactory to the Seller or (iii) the named parties to any such action (including any impleaded parties) include the Seller and the City, and the Seller shall have been advised by counsel that there may be one or more legal defenses available to such party which are different from or in addition to those available to the City or (iv) the Seller shall have been advised by counsel that there is a conflict on any issue between the Seller and the City. The Seller, its directors, officers, agents, attorneys, and employees, shall not be liable to the City or to any other party whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in connection with the Projects. These indemnity provisions shall survive the satisfaction and expiration of this Agreement and the Trust Agreement and the earlier removal or resignation of the Seller as Trustee.

ARTICLE VI
DEFAULT AND REMEDIES

Section 6.1 Purchase Events of Default. Any one or more of the following events (herein called *"Purchase Events of Default"*) shall constitute a default hereunder:

(a) failure by the City to pay, or cause to be paid, when due any payment due pursuant to Section 2.3(ii), (iii) or (iv);

(b) failure by the City to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest with respect to any bonds, notes or other obligations of the City for borrowed money (other than as described in paragraph (a) of this Section), after giving effect to the applicable grace period, the payments of which are secured by Net Revenues;

(c) failure by the City to perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the City by the Seller, provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, it shall not be deemed a Purchase Event of Default so long as the City diligently tries to remedy the same and such failure does not continue for a period of more than 60 days;

(d) the institution of any proceeding, with the acquiescence of the City, for the purpose of effecting a composition between the City and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Net Revenues;

(e) a determination that any material representation made by or on behalf of the City contained in this Agreement, or in any instrument furnished in compliance with or reference to this Agreement, is false or misleading in any material respect; and

(f) the filing of a petition by or against the City under any federal of state bankruptcy or insolvency law or other similar law in effect on the date of this Agreement or thereafter enacted, unless in the case of any such petition filed against the City such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the City becoming insolvent or bankrupt or making an assignment for the benefit of its creditors; or the appointment of a custodial (including, without limitation, a receive, liquidator or trustee of the City or any of its property including the System) by court order, or possession of the City or its property or assets is taken if such order remains in effect or such possession continues for more than thirty (30) days.

Section 6.2 Remedies on Default by City. Whenever a Purchase Event of Default shall have occurred and be continuing, the Seller shall, but only if requested by the Trustee, have the right to take any action permitted or required pursuant to this Agreement and to take whatever other action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due on their scheduled payment dates or to enforce the performance and observance of any duty, covenant, obligation or agreement of the City hereunder, including, without limitation, appointment of a receiver of the System, however, under no circumstances may amounts due hereunder be accelerated. The Seller may assign any or all of its rights and privileges under this Section to the Trustee, and upon furnishing evidence of such assignment to the City, the Trustee may exercise any or all of such rights or privileges as it may deem advisable.

Section 6.3 Default by Seller. The Seller shall in no event be in default in the performance of any of its obligations hereunder unless and until the Seller shall have failed to perform such obligation within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the City to the Seller properly specifying wherein the Seller has failed to perform any such obligation. No default by the Seller shall relieve the City of its obligations to make the various payments herein required, so long as any of the Series 2022 Obligations remain Outstanding; however, the City may exercise any other remedy available at law or in equity to require the Seller to remedy such default so long as such remedy does not interfere with or endanger the payments required to be made to the Trustee under the Trust Agreement.

ARTICLE VII
MISCELLANEOUS

Section 7.1 Arizona Law to Govern; Entire Agreement.

(a) This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State as the same from time to time exist.

(b) This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or by representation to the other party with respect to the matters covered hereby which is not expressly set forth in this Agreement.

Section 7.2 Federal Tax Covenants.

(a) As provided in further detail in the Tax Certificate, no direction for the making of any investment or other use of the proceeds of any of the Series 2022 Obligations or of the Projects which would cause such Series 2022 Obligations to be "arbitrage bonds" as that term is defined in section 148 of the Code or "private activity bonds" as that term is defined in section 141 of the Code and the requirements of such sections of the Code and the related Regulations shall be complied with throughout the term of the Series 2022 Obligations. Particularly, the City shall be the owner of the Projects for federal income tax purposes. The City shall not enter into (i) any management or service contract with any entity other than a governmental entity for the operation of any portion of the Projects unless the management or service contract complies with the requirements of such authority as may control at the time or (ii) any lease or other arrangement with any entity other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the Projects. Also, the payment of principal and interest with respect to the Series 2022 Obligations shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Series 2022 Obligations, or amounts treated as proceeds of the Series 2022 Obligations, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds (i) may be so invested for an initial temporary period until needed for the purpose for which the Series 2022 Obligations are being executed and delivered, (ii) may be so used in making investments of a *bona fide* debt service fund or (iii) may be invested in obligations issued by the United States Treasury. In

consideration of the purchase and acceptance of the Series 2022 Obligations by the Owners thereof from time to time and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, the City covenants, and the appropriate officials of the City are hereby directed, to take all action required by the Code to preserve such exclusion or to refrain from taking any action prohibited by the Code which would adversely affect in any respect such exclusion.

(b) (i) The City shall take all necessary and desirable steps, as determined by the City Representative, to comply with the requirements hereunder in order to ensure that the interest components of the Series 2022 Obligations is excluded from gross income for federal income tax purposes under the Code; provided, however, compliance with any such requirement shall not be required in the event the City receives a Special Counsel's Opinion addressed to the City and the Trustee that either (A) compliance with such requirement is not required to maintain the exclusion from gross income of interest on the Series 2022 Obligation, or (B) compliance with some other requirement will meet the requirements of the Code relating to such exclusion. In the event the City receives such a Special Counsel's Opinion, this Utility System Purchase Agreement shall be amended to conform to the requirements set forth in such opinion.

(ii) If for any reason any requirement hereunder is not complied with, the City shall take all necessary and desirable steps, as determined by the City Representative, to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered and the City shall pay any required interest or penalty under Regulations section 1.148-3(h).

(c) Written procedures have been established for the City to ensure that all nonqualified obligations are remediated according to the requirements under the Code and related Regulations and to monitor the requirements of section 148 of the Code relating to arbitrage, with which the City will comply.

(d) (i) Undefined terms used in this subsection shall have the meanings given to them in the Tax Certificate, the Code and the Regulations.

(ii) Unless an exception to such requirement is available to the satisfaction of the City Representative, within 60 days after the end of each Bond Year, the City shall cause the Rebate Requirement to be calculated and shall pay to the United States of America:

(A) not later than 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous rebate payments with respect to the Series 2022 Obligations (determined as of such Computation Date), is equal to at least 90 percent of the sum of the Rebate Requirement (determined as of the last day of such Bond Year) plus the future value of all previous rebate payments with respect to the Series 2022 Obligations (determined as of the last day of such Bond Year) and

(B) not later than 60 days after the retirement of the last Series 2022 Bond, an amount equal to 100 percent of the Rebate Requirement (determined as of the date of retirement of the last Series 2022 Obligation).

Each payment required to be made under this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date such payment is due, and shall be accompanied by IRS Form 8038-T.

(iii) No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

(iv) For purposes of subsection (iii), whether a Nonpurpose Investment has been purchased or sold or disposed of for its fair market value shall be determined as follows:

(A) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing buyer would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(B) Except as provided in Subsection (v) or (vi), a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(C) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition or sale or disposition shall be treated as establishing the fair market value of the obligation.

(v) The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

(A) the yield on reasonably comparable direct obligations of the United States and

(B) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(vi) A guaranteed investment contract shall be considered acquired and disposed of for an amount equal to its fair market value if:

(A) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City or any other person (whether or not in connection with the Series 2022 Obligations), and that the bid is not being submitted solely as a courtesy to the City or any other person for purposes of satisfying the requirements in the Regulations that the City receive bids from at least one reasonably competitive provider and at least three providers that do not have a material financial interest in the Series 2022 Obligations.

(B) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(C) At least three reasonably competitive providers (i.e., having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material financial interest in the Series 2022 Obligations (e.g., a lead underwriter within 15 days of the issue date of the Series 2022 Obligations or a financial advisor with respect to the investment) and at least one of such three bids must be from a reasonably competitive provider. If the City uses an agent to conduct the bidding, the agent may not bid.

(D) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

(E) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(F) The terms for the guaranteed investment contract are commercially reasonable (i.e., have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(G) The provider of the investment contract certifies the administrative costs (as defined in Regulations section 1.148-5(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(H) The City retains until three years after the last Outstanding Series 2022 Obligation is retired, (A) a copy of the guaranteed investment contract, (B) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by the

City and a copy of the provider's certification described in (G) above, (C) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (D) the bid solicitation form and, if the terms of the guaranteed investment contract deviates from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

(vii) Such experts and consultants shall be employed to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with section 148(f) of the Code with respect to the Series 2022 Obligations.

Section 7.3 Assignment and Pledge of Seller's Interest in Utility System Purchase Agreement. The Seller assigns, mortgages, hypothecates and pledges to the Trustee all and every part of the right, privilege and interest of the Seller in this Agreement. The City consents to such assignment, mortgage hypothecation and pledge.

Section 7.4 Recordation and Filing of Instruments. The City shall prepare all documents of every kind and description, make all filings and recordings and shall deliver all Opinions of Counsel to the Seller and to the Trustee required under any provision of the Trust Agreement.

Section 7.5 Right of Seller and Trustee to Perform City's Obligations Hereunder. In the event that the City should fail for any reason to make any payment or perform any obligation hereunder, and such failure shall continue for a period of 30 days after written notice has been given to the City by the Seller or the Trustee specifying such failure and requesting that it be remedied, the Seller or the Trustee on its behalf, may but shall not be required to make any such payment or to perform any such duty. The amount of such payment and all expenses reasonably incurred by the Seller and the Trustee in making such payment and performing such duty shall be additional items payable hereunder and shall be paid by the City immediately upon invoices by the Seller or the Trustee with interest at the Default Rate from the date said payment was due or expenses incurred to the date of payment by the City.

Section 7.6 Notices; Mailing Addresses. All notices, consents or other communications required or permitted hereunder shall be deemed sufficient if given in writing addressed and mailed by registered or certified mail, delivered, or transmitted by telecopy, telex or other electronic transmission that produces written evidence of its delivery, to the party for which the same is intended, as follows:

To the Seller: _____
_____
_____
Attention: Corporate Trust Services

To the City: City of Flagstaff, Arizona
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attention: Management Services Director

To the Trustee: _____
_____
_____
Attention: Corporate Trust Services

or to such other address as such party may hereafter designate by notice in writing addressed and mailed or delivered to the other party hereto.

Section 7.7 Amendments Hereto. This Agreement may only be amended with the express written consent of the Trustee and in accordance with the provisions of the Trust Agreement.

Section 7.8 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 7.9 Counterparts. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one Agreement, and it is also understood and agreed that separate counterparts of this Agreement may separately be executed by the Seller and the City, all with the same full force and effect as though the same counterpart had been executed by both the Seller and the City.

Section 7.10 Assignment by City. Neither this Agreement nor any interest of the City herein may at any time after the date hereof be mortgaged, pledged, assigned or transferred by the City by voluntary act or by operation of law or otherwise. The City shall at all times remain liable for the performance of all of the covenants and conditions on its part to be performed, notwithstanding any such action.

Section 7.11 Certain Statutory Notices.

(a) To the extent applicable by provision of law, the Seller acknowledges that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein and which provides that the City may within three (3) years after its execution cancel any contract (including this Agreement) without penalty or further obligation made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party

to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, the Seller shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the E-verify requirements under Section 23-214(A), Arizona Revised Statutes. The breach by the Seller of the foregoing shall be deemed a material breach of this Agreement and may result in the termination of the services of the Seller by the City. The City retains the legal right to randomly inspect the papers and records of the Seller to ensure that the Seller is complying with the above-mentioned warranty. The Seller shall keep such papers and records open for random inspection during normal business hours by the Seller. The Seller shall cooperate with the random inspections by the City including granting the City entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential. The City shall preserve the confidentiality of any information, records or papers the City views, accesses or otherwise obtains during any and every such random inspection, including, without limitation, such information.

(c) Pursuant to Section 35-393 et seq., Arizona Revised Statutes, the Seller hereby certifies it is not currently engaged in, and for the duration of this Agreement shall not engage in, a boycott of Israel. The term "boycott" has the meaning set forth in Section 35-393, Arizona Revised Statutes. If the City determines that the Seller's certification above is false or that it has breached such agreement, the City may impose remedies as provided by law.

Section 7.12 Holidays. When any action is provided herein to be done on a day named or within a time period named, and the day or the last day of the period falls on a day other than a Business Day, it may be performed on the next ensuing Business Day with effect as though performed on the appointed day or within the specified period.

[Signature page follows.]

IN WITNESS WHEREOF, the City and the Seller have executed this Agreement as of the day of and year first above written.

_____, as the Seller

By.....
Authorized Representative

THE CITY OF FLAGSTAFF, ARIZONA, as purchaser

By.....
Mayor

ATTEST:

.....
Clerk

DRAFT
02/21/22

SERIES 2022 UTILITY SYSTEM REVENUE TRUST AGREEMENT

by and between

_____,
as Trustee

and

THE CITY OF FLAGSTAFF, ARIZONA,
as Purchaser

Dated as of _____ 1, 2022

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SERIES 2022 UTILITY SYSTEM REVENUE TRUST AGREEMENT

THIS SERIES 2022 UTILITY SYSTEM REVENUE TRUST AGREEMENT, dated as of _____ 1, 2022 (this "*Agreement*"), by and between THE CITY OF FLAGSTAFF, ARIZONA, a municipal corporation of the State of Arizona (the "*City*"), and _____, a national banking association, authorized to exercise trust powers in the State of Arizona, as trustee, and any successor to its duties hereunder (the "*Trustee*"),

W I T N E S S E T H:

WHEREAS, the Seller (as such term and all terms not defined hereinabove are hereinafter defined) and the City, as purchaser, have entered into the Utility System Purchase Agreement in connection with the execution and delivery of the Series 2022 Obligations to provide the deposits to the Improvements Fund and the Delivery Costs Fund and the transfer to WIFA; and

WHEREAS, for the purpose of obtaining the moneys to provide such deposits and transfer, rights pursuant to the Utility System Purchase Agreement have been assigned and transferred to the Trustee for purposes hereof, and in consideration of such assignment and the execution hereof, the Trustee has executed and delivered the Series 2022 Obligations, each evidencing a proportionate interest in certain rights pursuant to the Utility System Purchase Agreement, including the payment of the Purchase Price;

GRANTING CLAUSES

NOW, THEREFORE, in order to secure all of the Series 2022 Obligations executed and delivered pursuant hereto, the payment of principal thereof and interest thereon, the rights of the Owner of the Series 2022 Obligations and the performance and observance of the covenants and conditions contained herein and in the Series 2022 Obligations and the Utility System Purchase Agreement, the City absolutely and irrevocably pledges and assigns to the Trustee, and the Trustee shall receive and hold as security for the Owner of the Series 2022 Obligations and there shall be granted a security interest in and released, assigned, transferred, pledged, mortgaged, granted and conveyed unto the Trustee or any successor to its duties hereunder, the following described property:

A. All rights and interests in, under and pursuant to the Utility System Purchase Agreement of the Seller as assigned, mortgaged, hypothecated and pledged pursuant to the Utility System Purchase Agreement, provided that the assignment made by this clause shall not include any right to limitation of liability, indemnification of liability, payment or reimbursement of fees, costs or expenses or to give consents or approvals thereunder,

B. Amounts on deposit from time to time in the funds and accounts created pursuant hereto subject to the provisions of this Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein, and

C. Any and all other real or personal property of any kind from time to time hereafter by delivery or by writing of any kind specifically conveyed, pledged, assigned or transferred, as and for additional security hereunder for the Series 2022 Obligations by the City or by anyone on its behalf or with its written consent, in favor of the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof,

TO HAVE AND TO HOLD, all said properties assigned, mortgaged, hypothecated and pledged and conveyed by the Seller, including all additional property which by the terms hereof has or may become subject to the encumbrance hereof, unto the Trustee and its successors in trust and its assigns forever, subject, however, to the rights reserved hereunder,

IN TRUST, nevertheless, for the benefit and security of the Owners from time to time of the Series 2022 Obligations executed and delivered hereunder, without preference, priority or distinction as to lien or otherwise of any of the Series 2022 Obligations over any other or others of the Series 2022 Obligations; and conditioned, however, that if all liabilities, obligations and sums at any time secured hereby shall be well and truly paid, or caused to be paid fully and promptly when due, and all of the covenants, warranties and agreements contained herein shall promptly, faithfully and strictly be kept, performed and observed, then and in such event, this Agreement shall be and become void and of no further force and effect; otherwise, the same shall remain in full force and effect, and upon the trust and subject to the covenants and conditions hereafter set forth.

For such purposes, the City and the Trustee hereby agree as follows:

ARTICLE I
DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.1 Definitions. In addition to the terms defined in the first paragraph hereof and in the Recitals hereto and, unless the context otherwise requires, the following words and phrases shall have the following meanings:

"*Additional Parity Obligations*" means any additional obligations having a lien payable from Net Revenues on a parity with the Outstanding Parity Obligations and the Utility System Purchase Agreement which may hereafter be issued or incurred by the City (or any financing conduit acting on behalf of the City) in compliance with the terms of the Utility System Purchase Agreement.

"Authorized Officers" means officers authorized to provide Instructions; provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with such authority to provide such Instructions and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City, whenever a person is to be added or deleted from the listing.

"*Bank*" means _____.

"*Bond Year*" means each one-year period beginning on the day after the expiration of the preceding Bond Year. The first Bond Year shall begin on the date of issue of the Series 2022 Obligations and shall end on the date selected by the City, provided that the first Bond Year shall not exceed one calendar year. The last Bond Year shall end on the date of retirement of the Series 2022 Obligations.

"*Bond Yield*" is as indicated in the Tax Certificate and means the discount rate that produces a present value equal to the Issue Price of all unconditionally payable payments of principal, interest and fees for qualified guarantees within the meaning of Regulations section 1.148-4(f) and amounts reasonably expected to be paid as fees for qualified guarantees in connection with the Series 2022 Obligations as determined under Regulations section 1.148-4(b). The present value of all such payments shall be computed as of the date of issue of the Series 2022 Obligations and using semiannual compounding on the basis of a 360-day year. Bond Yield shall be recomputed if required by Regulations section 1.148-4(b)(4) or 4(h)(3).

"*Business Day*" means a day on which banks located in the City of Phoenix, Arizona, and in the city or cities in which the corporate trust office of the Trustee and the Paying Agent are not required or authorized by law or executive order to remain closed.

"*City Representative*" means the Management Services Director or any other person at any time designated to act on behalf of the City by written certificate furnished to the Trustee containing the specimen signature of such person and signed by the City Manager or his or her designee. Such certificate may designate one or more alternates.

"*Closing Date*" means _____, 2022.

"*Code*" means the Internal Revenue Code of 1986, as amended, and any successor provisions thereto.

"*Defeasance Obligations*" means any of the following: (1) cash, (2) non-callable direct obligations of the United States of America ("*Treasuries*"), (3) evidences of ownership of proportionate interest in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, or any combination thereof.

"*Delivery Costs*" mean costs and expenses relating to the sale, credit enhancement and execution and delivery of the Series 2022 Obligations, including, but not limited to "out of pocket" expenses and charges, fees and disbursements of counsel, printing expenses and other expenses reasonably incurred by the City and the Trustee in connection with this Agreement and the Utility System Purchase Agreement.

"*Delivery Costs Fund*" means the fund of that name created pursuant to Section 5.1.

"*Depository Trustee*" means any financial institution meeting the requirements as a successor Trustee under Section 8.6 which may be designated by the City.

"Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

"*Existing Projects*" means improvements to the System financed with the proceeds of the Obligations Being Prepaid.

"*Governmental Authority*" means the government of the United States of America or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

"*Gross Proceeds*" means:

(i) any amounts actually or constructively received by the City from the sale of the Series 2022 Obligations;

(ii) transferred proceeds of the Series 2022 Obligations under Regulations section 1.148-9;

(iii) any amounts actually or constructively received from investing amounts described in (i), (ii) or this (iii) and

(iv) replacement proceeds of the Series 2022 Obligations within the meaning of Regulations section 1.148-1(c). Replacement proceeds include amounts reasonably expected to be used directly or indirectly to pay debt service on the Series 2022 Obligations, pledged amounts where there is reasonable assurance that such amounts will be available to pay principal or interest on the Series 2022 Obligations in the event the City encounters financial difficulties and other replacement proceeds within the meaning of Regulations section 1.148-1(c)(4). Whether an amount is Gross Proceeds is determined without regard to whether the amount is held in any fund or account established under the Trust Agreement.

"*Improvements Fund*" means the fund of that name created pursuant to Section 1.1 of the Purchase Agreement.

"*Instructions*" mean instructions, including funds transfer instructions, delivered using Electronic Means.

"*Interest Account*" means the account of the Obligation Fund of that name created pursuant to Section 5.1.

"*Investment Property*" means any security, obligation (other than a tax-exempt bond within the meaning of Code section 148(b)(3)(A)), annuity contract or investment-type property within the meaning of Regulations section 1.148-1(b).

"*Issue Price*" is as indicated in the Tax Certificate as provided in Regulations section 1.148-1(b).

"*Maximum Annual Debt Service*" means the greatest aggregate fiscal year's debt service or payments due with respect to all of the Outstanding Parity Obligations and the Utility System Purchase Agreement then outstanding and on the Additional Parity Obligations to be issued or incurred.

"Moody's" mean Moody's Investors Service, Inc.

"*Net Revenues*" means Revenues remaining after deducting therefrom the amount necessary to pay the Operation and Maintenance Expenses.

"*New Projects*" means various capital improvement projects for the System. Water capital projects include, but are not limited to: _____. Wastewater capital projects include, but are not limited to: _____. Stormwater capital projects include, but are not limited to: _____.

"*Nonpurpose Investment*" means any Investment Property acquired with Gross Proceeds, and which is not acquired to carry out the governmental purposes of the Series 2022 Obligations.

"*Obligation Fund*" means the fund of that name created pursuant to Section 5.1.

"*Obligation Payment Date*" means January 1 and July 1, commencing _____ 1, 20__.

"*Obligations Being Prepaid*" means _____.

"*Operation and Maintenance Expenses*" means all costs reasonably incurred in connection with the operation, use and maintenance of the System, including repairs and renewals (other than capital improvements and acquisition of water, sewer and stormwater properties) necessary to keep the System in efficient and economical operating condition, including the payment of premiums for insurance required with respect to the System and generally all expenses, exclusive of depreciation, which under sound accounting practice are properly chargeable to, and reasonable and necessary to, the efficient and operation of the System.

"*Opinion of Counsel*" means a written opinion of an attorney or firm of attorneys who (except as otherwise expressly provided herein or in the Utility System Purchase

Agreement) may be counsel for the City or the Trustee, provided that such attorney or firm of attorneys may not be an employee of the Trustee.

"*Outstanding Parity Obligations*" means: the Loan Agreement, dated October 9, 2008, between the City and WIFA; the Loan Agreement-Red Gap Ranch, dated July 24, 2009, between the City and WIFA; the Loan Agreement-Sinagua Well, dated July 24, 2009, between the City and WIFA; the Loan Agreement-Red Gap Ranch II, dated October 2, 2009, between the City and WIFA; the Loan Agreement-Fort Tuthill Well, dated October 2, 2009, between the City and WIFA; the Series 2017 Utility System Revenue Purchase Agreement, dated as of August 1, 2017, between the City and The Bank of New York Mellon Trust Company, N.A.; and the Series 2019 Utility System Revenue Purchase Agreement, dated as of June 1, 2019, between the City and Zions Bancorporation, National Association.

"*Outstanding WIFA Parity Obligations*" means: the Loan Agreement, dated October 9, 2008, between the City and WIFA; the Loan Agreement-Red Gap Ranch, dated July 24, 2009, between the City and WIFA; the Loan Agreement-Sinagua Well, dated July 24, 2009, between the City and WIFA; the Loan Agreement-Red Gap Ranch II, dated October 2, 2009, between the City and WIFA; the Loan Agreement-Fort Tuthill Well, dated October 2, 2009, between the City and WIFA; and any future loan agreement entered into between the City and WIFA, the payments of which are secured by Net Revenues.

"*Owner*" or "*owner*" means the registered owner of the Series 2022 Obligation and initially means the Bank.

"*Payment*" means any payment within the meaning of Regulations section 1.148-3(d)(1) with respect to a Nonpurpose Investment.

"*Permitted Investments*" means any investment permitted by applicable law which shall include the following:

A. Direct obligations of, and obligations fully and unconditionally guaranteed as to timely payment by, the United States government and any agency, instrumentality, or establishment of the United States government.

B. Commercial paper having, at the time of investment or contractual commitment to invest therein, a rating from Moody's and S&P, of A1 and P1, respectively.

C. Repurchase and reverse repurchase agreements collateralized with obligations described in subparagraph (A), including those of the Trustee or any of its affiliates.

D. Investment in money market mutual funds having a rating in the highest investment category granted thereby from S&P or Moody's, including those for which the Trustee or an affiliate receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise.

E. Bank deposit products, demand deposits, including interest bearing money market accounts, time deposits, trust funds, trust accounts, overnight bank deposits, interest-

bearing deposits, and certificates of deposit, including those placed by a third party pursuant to an agreement between the Trustee and the City, or bankers acceptances of depository institutions, including the Trustee or any of its affiliates, which are fully FDIC-insured.

"*Person*" shall include an individual, association, unincorporated organization, corporation, partnership, joint venture, or government or agency or political subdivision thereof.

"*Principal Account*" means the account of the Obligation Fund of that name created pursuant to Section 5.1.

"*Projects*" means, collectively, the Existing Projects and the New Projects

"*Purchase Event of Default*" means one of the events defined as such in Section 6.1 of the Utility System Purchase Agreement.

"*Purchase Price*" means the sum of the payments required to be paid pursuant to Section 2.3(ii) and (iii) of the Utility System Purchase Agreement.

"*Rebate Requirement*" means at any time the excess of the future value of all Receipts over the future value of all Payments. For purposes of calculating the Rebate Requirement the Bond Yield shall be used to determine the future value of Receipts and Payments in accordance with Regulations section 1.148-3(c). The Rebate Requirement is zero for any Nonpurpose Investment meeting the requirements of a rebate exception under section 148(f)(4) of the Code or Regulations section 1.148-7.

"*Receipt*" means any receipt within the meaning of Regulations section 1.148-3(d)(2) with respect to a Nonpurpose Investment.

"*Record Date*" means (i) with respect to any Obligation Payment Date occurring on the first calendar day of any month, the fifteenth day of the calendar month next preceding that Obligation Payment Date (regardless of whether such fifteenth day is a Business Day) or (ii) such other date as may be designated pursuant to Section 2.2(c).

"*Regulations*" means the sections 1.148-1 through 1.148-11 and section 1.150-1 of the regulations of the United States Department of the Treasury promulgated under the Code, including and any amendments thereto or successor regulations.

"*Revenues*" means and includes all gross income and revenues of any kind howsoever derived from the sales and services of the System, including all rates, fees and charges and all gross revenues of all improvements, additions and extensions to the System hereafter constructed or acquired, as determined in accordance with generally accepted accounting principles, together with any interest earned thereon.

"*S&P*" mean Standard & Poor's Financial Services LLC.

"*Seller*" means the Trustee in its capacity as seller under the Utility System Purchase Agreement.

"*Series 2022 Obligations*" means the Utility System Revenue and Revenue Refunding Obligations, Series 2022 executed and delivered pursuant hereto.

"*Special Counsel*" means an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the City.

"*Special Counsel's Opinion*" means an opinion signed by Special Counsel.

"*State*" means the State of Arizona.

"*System*" means and includes all of the properties and facilities of the complete water, sewer and stormwater systems of the City, whether lying within or without the boundaries of the City, as now existing and as they may hereafter be improved or extended, all improvements, additions and extensions thereto or replacements thereof hereafter constructed or acquired by purchase, contract or otherwise and all contracts, rights, agreements, leases and franchises of every nature owned by the City and used or useful or held for use in the operation of said plant and system or any part or portion thereof.

"*Tax Certificate*" means the Certificate Relating To Federal Tax Matters delivered by the City in connection with the original delivery of the Series 2022 Obligations.

"*Trust Agreement Event of Default*" means any one of those events set forth in Section 7.1.

"*Utility System Purchase Agreement*" means the Series 2022 Utility System Revenue Purchase Agreement, dated as of _____ 1, 2022, by and between the City and the Seller.

"*WIFA*" means the Water Infrastructure Finance Authority of Arizona.

Section 1.2 Interpretation.

(a) Any reference herein to the Mayor and Council or any officer of the City shall include those succeeding to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

(b) Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender.

(c) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof. References to "Articles" and "Sections" are to those in this Agreement.

Section 1.3. Series 2022 Obligations Not General Obligations of the City. The Series 2022 Obligations shall be payable solely out of the revenues and other security pledged hereby and shall not constitute an indebtedness or general obligation of the City within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or be a charge against the City's general credit or a charge against the general credit or the taxing powers of the State or any political subdivision thereof.

ARTICLE II
AUTHORIZATION AND TERMS OF SERIES 2022 OBLIGATIONS

Section 2.1 Authorization of Series 2022 Obligations. The Trustee is hereby authorized and directed, upon receipt of a request in writing from the City Representative, to prepare, execute and deliver the Series 2022 Obligation to the original purchaser thereof. In no event shall the Series 2022 Obligations be deemed a debt or liability of the Trustee.

Section 2.2 Form, Date and Payment Terms of Series 2022 Obligations.

(a) The Series 2022 Obligations shall be in the original principal amount of $____,000, and mature on July 1, 20__, be dated the date of their initial execution and delivery, be delivered in the form of a single physically certificated, fully registered Series 2022 Obligation, and bear interest from the most recent Obligation Payment Date to which interest has been paid or for which due provision has been made or, if no interest has been paid, from the date of their initial execution and delivery. The proportionate share of the portion of each installment of the Purchase Price designated as interest with respect to any Series 2022 Obligation shall be computed by multiplying the remaining unpaid principal with respect to the Series 2022 Obligations (whether paid as a result of mandatory prepayment or maturity) by ____ percent per annum (on the basis of a 360-day year of twelve 30-day months); except that the first installment shall be for interest from the date of initial execution and delivery to _____ 1, 20__.

(b) The Series 2022 Obligations shall be executed and delivered only in fully registered form and shall be numbered or otherwise designated in a manner specified by the Trustee so as to distinguish each Series 2022 Obligation from every other Series 2022 Obligation.

(c) Interest on the Series 2022 Obligations shall be payable when due to the Owner in whose name the Series 2022 Obligation is registered at the close of business on the Record Date with respect to each Obligation Payment Date, irrespective of any transfer or exchange of such Series 2022 Obligation subsequent to such Record Date and prior to such Obligation Payment Date, unless there is a default in the payment of interest due on such Obligation Payment Date. In the event of any such default, such defaulted interest shall be payable to the Owner in whose name such Series 2022 Obligation is registered at the close of business on a special Record Date for the payment of such defaulted interest established by notice mailed by the Trustee to the Owner of the Series 2022 Obligations not less than 15 days

preceding such special Record Date. Such notice shall be mailed to the Owner in whose name the Series 2022 Obligation is registered at the close of business on the fifth day preceding the date of mailing. If the Trustee registers the transfer of any Series 2022 Obligation subsequent to the mailing of such notice and on or before the special Record Date, any such notice of payment of defaulted interest shall be binding upon the transferee and a copy of the notice of payment of defaulted interest shall be delivered by the Trustee to the transferee along with the Series 2022 Obligation or Series 2022 Obligations.

(d) Principal of and interest on the Series 2022 Obligations shall be payable in any coin or currency of the United States of America which, on the related Obligation Payment Dates, is legal tender for the payment of public and private debts. Payment of principal of and interest on the Series 2022 Obligations (except that due on July 1, 20__) shall be made by wire transfer of immediately available funds to an account located in a bank within the United States pursuant to wire transfer directions issued by the then Owner of the Series 2022 Obligations. Payment of principal of and interest on the Series 2022 Obligations due on July 1, 20__, shall be paid upon physical delivery and surrender of the Series 2022 Obligations to the Trustee on such date. Notwithstanding the foregoing, for the period while the Bank is the Owner of the Obligations, amounts shall be wired to the following:

Name of Bank: _____
Routing Number: _____
Account Number: _____
Account Name: _____
Reference: _____

Section 2.3 Mutilated, Destroyed, Lost and Stolen Series 2022 Obligations. If (a) any mutilated Series 2022 Obligation is surrendered to the Trustee, or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Series 2022 Obligation, and (b) there is delivered to the Trustee such security or indemnity as the Trustee may require to hold the Trustee harmless, then, in the absence of notice to the Trustee that such Series 2022 Obligation has been acquired by a *bona fide* purchaser and upon the Owner paying the reasonable expenses of the Trustee and of any security or indemnity obligation required by the Trustee, the Trustee shall execute and deliver, in exchange for such mutilated Series 2022 Obligation or in lieu of such destroyed, lost or stolen Series 2022 Obligation, a new Series 2022 Obligation of remaining payable principal amount and like tenor. If any such mutilated, destroyed, lost or stolen Series 2022 Obligation has become, or will on or before the next Obligation Payment Date become, due and payable, the Trustee may, in its discretion, pay such Series 2022 Obligation when due instead of delivering a new Series 2022 Obligation.

Section 2.4 Execution of Series 2022 Obligations. All Series 2022 Obligations shall be executed by and in the name of the Trustee by manual signature of an authorized representative of the Trustee. If any authorized representative of the Trustee whose signature appears on any Series 2022 Obligation ceases to be such authorized representative before the date of initial execution and delivery of the Series 2022 Obligations, such signature shall nevertheless be as effective as if the authorized representative had remained in office through such date. Any Series 2022 Obligation may be executed on behalf of the Trustee by such person as at the actual date of the execution of such Series 2022 Obligation shall be the proper officer of the Trustee, although at the nominal date of such Series 2022 Obligation such person shall not have been such officer of the Trustee.

Section 2.5 Registration and Transfer of Series 2022 Obligations.

(a) All Series 2022 Obligations executed and delivered hereunder shall be negotiable, subject to the provisions for registration and transfer thereof contained herein or in the Series 2022 Obligations.

(b) The Trustee shall maintain at its offices books for the registration and transfer of Series 2022 Obligations and shall provide for the registration and transfer of any Series 2022 Obligation under such reasonable regulations as the Trustee may prescribe. The Trustee shall act as registrar for purposes of exchanging and registering Series 2022 Obligations in accordance with the provisions hereof.

(c) Each Series 2022 Obligation shall be transferable only in whole and not in part upon the registration books maintained by the Trustee, by the Owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered Owner or his duly authorized attorney. Upon surrender for transfer of any Series 2022 Obligation, the Trustee shall execute and deliver, in the name of the transferee, a new Series 2022 Obligation, of the principal amount remaining payable at maturity as the surrendered Series 2022 Obligation.

(d) All Series 2022 Obligations surrendered in any transfer of Series 2022 Obligations shall forthwith be cancelled by the Trustee.

(e) In connection with any such transfer of Series 2022 Obligations the Owner requesting such transfer shall as a condition precedent to the exercise of the privilege of making such transfer remit to the Trustee an amount sufficient to pay any tax or other governmental charge required to be paid with respect to such transfer.

Section 2.6 Persons Deemed Owners. The Person in whose name any Series 2022 Obligation shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal of and interest on any Series 2022 Obligation shall be made only to or upon the written order of the registered Owner thereof. Such payment shall be valid and effectual to satisfy and discharge the liability upon such Series 2022 Obligation to the extent of the amount so paid.

ARTICLE III
PREPAYMENT OF SERIES 2022 OBLIGATIONS

Section 3.1 Prepayment Provisions.

(a) [Principal of the Series 2022 Obligations is not subject to optional prepayment.]

(b) Principal of the Series 2022 Obligations shall be prepaid on July 1 of the years indicated and in the amounts indicated at a price equal to the amount thereof plus interest accrued to the date of prepayment, but without premium, with a final maturity amount of $____,000 payable in 20__:

Year Prepaid	Principal Amount Prepaid

ARTICLE IV
FORM OF SERIES 2022 OBLIGATIONS

The Series 2022 Obligations shall be substantially in the form set forth in the *Exhibit* hereto with such omissions, insertions and variations as are consistent with the provisions hereof.

ARTICLE V
REVENUES AND FUNDS

Section 5.1 Creation of Funds and Accounts. The Trustee shall create (a) the Obligation Fund, which shall contain the following accounts: (i) the Interest Account and (ii) the Principal Account, and (b) the Delivery Costs Fund. Such fund and accounts shall be held in trust for the benefit of the Owner.

Section 5.2 Application of Series 2022 Obligation Proceeds. The Trustee shall receive $____,000.00, being the proceeds of the sale of the Series 2022 Obligations. The Trustee shall: (a) deposit such proceeds in an amount equal to $_____ to the Delivery Costs Fund; (b) transfer such proceeds in an amount equal to $_____ to the City for deposit to the Improvements Fund; and (c) transfer the balance of such proceeds ($_____) to WIFA to defease the Obligations Being Prepaid.

Section 5.3 Flow of Funds Into the Obligation Fund. The following payments to the Trustee shall be applied in the following manner:

(i) The Trustee shall deposit to the Interest Account amounts paid pursuant to Section 2.3(ii) of the Utility System Purchase Agreement.

(ii) The Trustee shall deposit to the Principal Account amounts paid pursuant to Section 2.3(iii) of the Utility System Purchase Agreement.

Section 5.4 Flow of Funds Out of the Obligation Fund. Amounts in the following accounts shall be applied in the following manner:

(i) Amounts in the Interest Account shall be used to pay the portion of each installment of the Purchase Price designated as interest represented by the Series 2022 Obligations as it becomes due.

(ii) Amounts in the Principal Account shall be used to pay the principal (whether because of maturity or mandatory prepayment) represented by the Series 2022 Obligations as scheduled.

Section 5.5 Investment of Moneys Held by Trustee.

(a) Moneys in all funds and accounts held by the Trustee shall be invested by the Trustee, as soon as possible upon receipt of immediately available funds at its designated corporate trust office, to the fullest amount possible in Permitted Investments as directed, in writing, by the City Representative; provided that the maturity date or the date on which such Permitted Investments may be redeemed at the option of the owner thereof shall coincide as nearly as practicable with (but in no event shall be later than) the date or dates on which moneys in the funds or accounts for which the investments were made will be required for the purposes thereof. In the event no investment direction is given to the Trustee by the City, then the Trustee shall hold such moneys uninvested.

(b) Amounts credited to a fund or account may be invested, together with amounts credited to one or more other funds or accounts, in the same Permitted Investment, provided that (i) each such investment complies in all respects with the provisions of subsection (a) of this Section as they apply to each fund or account for which the joint investment is made and (ii) the Trustee maintains separate records for each fund and account and such investments are accurately reflected therein.

(c) The Trustee may make any investment permitted by this Section, through or with its own commercial banking or investment departments unless otherwise directed by the City Representative.

(d) The Trustee shall sell at the best price obtainable, or present for redemption, any Permitted Investment purchased by it as an investment whenever it shall be necessary in order to provide moneys to meet any payment or transfer from the fund or account for which such investment was made.

(e) (i) The City shall not knowingly make any investment at a *"yield"* in excess of the maximum yield, if any, stated with respect to the source of moneys therefor in any arbitrage or other similar certificate executed and delivered pursuant to section 148 of the Code or any successor section of the Code, issued in connection with the execution and delivery of the Series 2022 Obligations except during any *"temporary period"* stated in any arbitrage or other certificate, and the City shall make and keep appropriate records of such investments, yields and temporary periods as required by section 148 of the Code or any successor section thereof. Notwithstanding the foregoing, investments may be made at a higher *"yield"* or for a different *"temporary period"* or both in accordance with written instructions of Special Counsel filed with and addressed to the Trustee, accompanied by the written investment direction of the City.

(ii) The City shall not knowingly use or direct or permit the use of any moneys of the City in its possession or control in any manner which would cause any Series 2022 Obligation to be an *"arbitrage bond"* within the meaning ascribed to such term in section 148 of the Code, or any successor section of the Code. The City shall comply with and take all actions required by any arbitrage or similar certificate and will continue to do so notwithstanding any satisfaction or discharge of this Agreement.

Section 5.6 Liability of Trustee for Investments. The Trustee shall not be liable for any loss resulting from the making of any investment made in accordance with the provisions hereof except for its own negligence and willful misconduct. The Trustee may rely on the investment directions of the City as to both the suitability and legality of the directed investments. The City acknowledges that regulations of the Comptroller of the Currency grant the City the right to receive brokerage confirmations of the security transactions as they occur, at no additional cost. To the extent permitted by law, the City specifically waives compliance with 12 C.F.R. 12 and hereby notifies the Trustee that no brokerage confirmations need be sent relating to the security transactions as they occur.

Section 5.7 Investment Income. Except as otherwise provided herein, interest income and gain received, or loss realized, from investments or moneys in any fund or account shall be credited, or charged, as the case may be, to such respective fund or account.

Section 5.8 Delivery Costs Fund Proceeds from the sale of the Series 2022 Obligations shall be deposited in the Delivery Costs Fund as described in Section 5.2. The Trustee shall disburse moneys in the Delivery Costs Fund only upon a requisition signed by the City Representative, setting forth the amounts to be disbursed for payment or reimbursement of

Delivery Costs and the person or persons to whom such amounts are to be disbursed, stating that the amounts to be disbursed are for Delivery Costs properly chargeable to the Delivery Costs Fund. Amounts remaining in the Delivery Costs Fund after _____ 1, 2022, or such earlier date as the City has notified the Trustee that all Delivery Costs have been paid, shall be transferred to the City for deposit to the Improvements Fund.

The Trustee shall be responsible for the safekeeping and investment, upon the written direction of the City Representative, of the moneys held in the Delivery Costs Fund in Permitted Investments and the payment thereof in accordance with this Section. Notwithstanding the foregoing, the Trustee shall be entitled to rely conclusively on the requisitions and written orders supplied to it by the City Representative in connection with disbursements made pursuant to this Section.

ARTICLE VI
CERTAIN COVENANTS

Section 6.1 Payment of Principal and Interest. Subject to the limited liability and sources of payment specified herein, the Series 2022 Obligations shall be promptly paid in the amounts due at the place, on the dates and in the manner provided herein and in said Series 2022 Obligations according to the terms thereof. The amounts due on the Series 2022 Obligations are payable solely from moneys held or received by the Trustee hereunder, all of which are hereby specifically assigned and pledged to such payment in the manner and to the extent specified herein and nothing herein or in the Series 2022 Obligations shall be construed as assigning or pledging any other funds or assets of the City.

Section 6.2 Performance of Covenants. Subject to the limited liability and sources of payment described herein, the City shall faithfully perform at all times any and all covenants, undertakings, stipulations and provisions on its part to be performed as provided herein, in each and every Series 2022 Obligation executed and delivered hereunder and in all proceedings of the City pertaining thereto.

Section 6.3 Instruments of Further Assurance. The City shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such instruments supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require (which the Trustee has no duty to so require) for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Trustee all interests, revenues and receipts pledged hereby to the payment of the principal of and interest on the Series 2022 Obligations in the manner and to the extent contemplated herein.

Section 6.4 Rights under Utility System Purchase Agreement. The Trustee may enforce all rights under the Utility System Purchase Agreement for and on behalf of the Owner, whether or not the City is then in default hereunder.

Section 6.5 Protection of Lien. The City shall not make or create or agree to permit to be made or created any assignment or lien on a parity with or having priority or

preference over the assignment and lien hereof upon the interests granted hereby or any part thereof except as otherwise specifically provided in the Utility System Purchase Agreement. No obligation the payment of which is secured by property or revenues pledged hereunder shall be executed and delivered by the City except in lieu of, or upon transfer of registration or exchange of, any Series 2022 Obligation as provided in the Utility System Purchase Agreement.

ARTICLE VII
DEFAULT AND REMEDIES

Section 7.1 Trust Agreement Events of Default. Each of the following is hereby declared a *"Trust Agreement Event of Default"* hereunder:

(i) If payment of any installment of interest on any Series 2022 Obligation shall not be made in full when the same becomes due and payable;

(ii) If payment of the principal on any Series 2022 Obligation shall not be made in full when the same becomes due and payable;

(iii) If, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of all or any part of the interests pledged hereunder and such custody or control shall continue for more than 60 days;

(iv) If the City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions on its part to be performed as provided herein or in the Series 2022 Obligations and such default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the City by the Trustee, unless within such 30 days the City shall have commenced and be diligently pursuing in good faith appropriate corrective action to the satisfaction of the Trustee, but in no event shall such corrective action occur more than 60 days after such notice; the Trustee may give such notice in its discretion and shall give such notice at the written request of the Owner; or

(v) If any Purchase Event of Default occurs.

Section 7.2 Remedies and Enforcement of Remedies.

(a) Upon the occurrence and continuance of any Trust Agreement Event of Default and in accordance with Article VII hereof and Article VI of the Utility System Purchase Agreement, the Trustee may, and upon the written request of the Owner, together with indemnification of the Trustee to its satisfaction therefor, shall, proceed forthwith to protect and enforce its rights and the rights of the Owner hereunder and the Series 2022 Obligations by such suits, actions or proceedings as the Trustee, being advised by counsel, shall deem expedient, including but not limited to, an action for the recovery of any amounts due hereunder or for damages for the breach of this Agreement, and the Trustee may pursue any other remedy which the law affords, including the remedy of specific performance. The Trustee shall also have those

remedies provided pursuant to Article VI of the Utility System Purchase Agreement, subject to any limitations on such remedies set forth in such Article VI.

(b) Regardless of the happening of a Trust Agreement Event of Default and subject to Section 7.7, the Trustee, if requested in writing by the Owner shall, upon being indemnified to its satisfaction therefor, institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient (i) to prevent any impairment of the security hereunder by any acts which may be unlawful or in violation hereof, or (ii) to preserve or protect the interests of the Owner, provided that such request is in accordance with law and the provisions hereof.

Section 7.3 No Acceleration. In no event shall the Trustee have the right to accelerate or cause to become immediately due and payable, or payable in advance of their scheduled payment dates, any amounts due hereunder.

Section 7.4 Application of Revenues and Other Moneys After Default.

(a) During the continuance of a Trust Agreement Event of Default all moneys then held by the Trustee hereunder, or moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys, including reasonable attorneys' fees, and of the fees, expenses and advances incurred or made by the Trustee with respect thereto, be deposited in the Obligation Fund, and all amounts held by the Trustee hereunder shall be applied as follows:

First: To the payment of all installments of interest (including interest on amounts unpaid when due on the Series 2022 Obligation); and

Second: To the payment of the unpaid Principal Installments which shall have become due, whether at maturity or because of prepayment in the order of their due dates.

(b) Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal of the Series 2022 Obligations to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Owner until such Series 2022 Obligation shall be presented to the Trustee for appropriate endorsement of any partial payment or for cancellation if fully paid.

(c) Whenever all principal of and interest on the Series 2022 Obligations which has become due has been paid under the provisions of this Section and all

expenses and charges of the Trustee have been paid and the Obligation Fund contains the amounts then required to be credited thereto, any balance remaining shall be paid to the City.

Section 7.5 Remedies Not Exclusive. No remedy by the terms hereof conferred upon or reserved to the Trustee or the Owner is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or existing at law or in equity or by statute on or after the date hereof.

Section 7.6 Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) hereunder or under any of the Series 2022 Obligations may be enforced by the Trustee, without the possession of any of the Series 2022 Obligations or the production thereof in any trial or other proceedings relating thereto. Any such suit or proceeding may be brought without the necessity of joining as plaintiff or defendant the Owner. Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of the Owner any plan of reorganization, arrangement, adjustment, or composition affecting the Obligations or the rights of the Owner thereof, or to authorize the Trustee to vote in respect of the claim of the Owner in any such proceeding without the approval of the Owner.

Section 7.7 Individual Owner Action Restricted.

(a) No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement hereof or for the execution of any trust hereunder or for any remedy hereunder except for the right to institute any suit, action or proceeding in equity or at law for the enforcement of the Trustee's duties and powers hereunder upon the occurrence of all of the following events:

(i) The Owner shall have made written request to the Trustee to proceed to exercise the powers granted herein; and

(ii) Such Owner shall have offered the Trustee indemnity as provided in Section 8.2(v); and

(iii) The Trustee shall have failed or refused to exercise the duties or powers herein granted for a period of 60 days after receipt by it of such request and offer of indemnity; and

(iv) During such 60 day period no direction inconsistent with such written request has been delivered to the Trustee by the Owner.

(b) No Owner shall have any right in any manner whatsoever to affect, disturb or prejudice the security hereof or to enforce any right hereunder except in the manner herein provided.

(c) Nothing contained herein shall affect or impair, or be construed to affect or impair, the right of the Owner (i) to receive payment of the principal of or interest on the Series 2022 Obligation, as the case may be, on or after the due date thereof or (ii) to institute suit for the enforcement of any such payment on or after such due date.

Section 7.8 Termination of Proceedings. In case any proceeding taken on account of a Trust Agreement Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Owner, then the City, the Trustee and the Owner shall be restored to their former positions and rights hereunder, and all rights and powers of the Trustee and the Owner shall continue as if no such proceeding had been taken.

Section 7.9 Waiver of Event of Default.

(a) No delay or omission of the Trustee or of the Owner to exercise any right or power accruing upon any Trust Agreement Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Trust Agreement Event of Default or an acquiescence therein. Every power and remedy given by this Article may be exercised from time to time and as often as may be deemed expedient.

(b) The Trustee may waive in writing any Trust Agreement Event of Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions hereof, or before the completion of the enforcement of any other remedy hereunder.

(c) In case of any waiver by the Trustee of a Trust Agreement Event of Default hereunder, the City, the Trustee and the Owner shall be restored to their former positions and rights hereunder, respectively, but no such waiver shall extend to any subsequent or other Trust Agreement Event of Default or impair any right consequent thereon. The Trustee shall not be responsible to anyone for waiving or refraining from waiving any Trust Agreement Event of Default in accordance with this Section.

Section 7.10 Notice of Default.

(a) Within 30 days after (i) the occurrence of a Trust Agreement Event of Default under Section 7.1(i) or (ii) of which the Trustee is deemed to have notice, or (ii) receipt by the Trustee of actual knowledge or written notice of a Trust Agreement Event of Default under Section 7.1(iii), (iv) or (v), the Trustee shall, unless such Trust Agreement Event of Default shall have theretofore been cured, give written notice thereof by first class mail to the Owner.

(b) The Trustee shall immediately notify the City of (i) the occurrence of a Trust Agreement Event of Default under Section 7.1(i) or (ii) and (ii) when the Trustee has received actual knowledge or written notice of a Trust Agreement Event of Default under Section 7.1(iii), (iv) or (v).

Section 7.11 Limitation of Liability.

(a) Except for the payment of amounts pursuant to the Utility System Purchase Agreement when due and the performance of the other covenants and agreements of the City contained in the Utility System Purchase Agreement and herein, the City shall have no pecuniary obligation or liability to any of the other parties or to the Owner with respect to this

Agreement or the terms, execution, delivery or transfer of the Series 2022 Obligations, or the distribution of applicable portions of the Purchase Price to the Owner by the Trustee.

(b) The City shall not have any obligation or liability to any of the other parties or to the Owner with respect to the performance by the Trustee of any duty imposed upon it under this Agreement; nor shall the Trustee have any obligation or liability to any of the other parties or to the Owner with respect to the performance by the City of any duty imposed upon them under this Agreement.

Section 7.12 Limitations on Remedies. It is the purpose and intention of this Article to provide rights and remedies to the Trustee and the Owner which may be lawfully granted, but should any right or remedy herein granted be held to be unlawful, the Trustee and the Owner shall be entitled, as above set forth, to every other right and remedy provided in this Agreement and, to the extent consistent with the provisions of this Agreement, by law.

ARTICLE VIII
THE TRUSTEE

Section 8.1 Certain Duties and Responsibilities.

(a) Except during the continuance of a Trust Agreement Event of Default:

(i) The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Trustee; and

(ii) In the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Agreement; but in the case of any such certificates or opinions which are required by any provision hereof or of the Utility System Purchase Agreement, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement or the Utility System Purchase Agreement on their face.

(b) In case a Trust Agreement Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances.

(c) No provision of this Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this subsection shall not be construed to limit the effect of subsection (a);

(ii) the Trustee shall not be liable for any error of judgment made in good faith and without negligence by a president or vice-president of the board of directors, the president or vice-president of the executive committee of the board of directors, the president, any vice president, any assistant vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, senior associate, associate or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers or, with respect to a particular matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject and having direct responsibility for the administration of this Agreement;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith and without negligence in accordance with the direction of the Owner as provided herein relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Agreement and

(iv) no provision of this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it. The Trustee may, nevertheless, begin suit, or appear in and defend suit, or do anything else in its judgment properly to be done by it as Trustee, without prior assurance of indemnity, and in such case shall be entitled to reimbursement by the City for all reasonable costs, expenses, attorneys' and other fees, and all other reasonable disbursements, including its own fees, and for all liability and damages suffered by the Trustee in connection therewith except for the Trustee's negligence or willful misconduct.

(d) Whether or not therein expressly so provided, every provision of this Agreement relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

Section 8.2 Certain Rights of Trustee. Except as otherwise provided in Section 8.1:

(i) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, obligation, note or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties.

(ii) Any request or direction of the City mentioned herein shall be sufficiently evidenced by a certificate of the City Representative, and any action of the Mayor and Council of the City may be sufficiently evidenced by a copy of a resolution

certified by the Clerk or Assistant Clerk of the City to have been duly adopted by the Mayor and Council of the City and to be in full force and effect on the date of such certification and delivered to the Trustee.

(iii) Whenever in the administration of this Agreement the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon a certificate of the City Representative.

(iv) The Trustee may consult with counsel and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(v) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of the Owner pursuant to this Agreement unless the Owner shall have offered to the Trustee satisfactory security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(vi) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, obligation, note or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

(vii) The Trustee may engage agents and attorneys to assist it in executing any of the trusts or powers hereunder or performing any duties hereunder and shall not be liable for the negligence or misconduct of such agents and attorneys so long as the Trustee exercises due care in the selection thereof.

(viii) The Trustee shall not be responsible for the recording or filing of any documents relating to the Utility System Purchase Agreement or this Agreement.

(ix) The permissive right of the Trustee to do things enumerated in this Agreement shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default. The Trustee shall have no responsibility or liability with respect to any information, statements or recitals in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Certificates.

(x) In acting or omitting to act pursuant to the Utility System Purchase Agreement, the Trustee shall be entitled to all of the rights, immunities and

indemnities accorded to it under this Agreement, including, but not limited to, this Article VIII.

Section 8.3 Employment of Experts. The Trustee is hereby authorized to employ as its agents such attorneys at law, certified public accountants and recognized authorities in their fields (who are not employees of the Trustee), as it reasonably may deem necessary to assist it to carry out any of its obligations hereunder, and shall be reimbursed by the City for all reasonable expenses and charges in so doing.

Section 8.4 Enforcement of Performance by Others. Except as provided in Section 8.1 or otherwise specifically provided herein, it shall not be the duty of the Trustee to see that any duties and obligations herein imposed upon the City are performed.

Section 8.5 Right to Take Other Actions. It is understood and agreed that the Trustee engages in a general banking business and no provision hereof or of the Utility System Purchase Agreement is to be construed to limit or restrict the right of the Trustee to engage in such business with the City or the Owner. So engaging in such business shall not, in and of itself, and so long as the Trustee duly performs all of its duties as required hereby and by the Utility System Purchase Agreement, constitute a breach of trust on the part of the Trustee, but neither shall engaging in such business abrogate, alter or diminish any duty or obligation of the Trustee as Trustee hereunder.

Section 8.6 Removal and Resignation of Trustee.

(a) The Trustee may resign at any time from the trusts created hereby by giving written notice of the resignation to the City and by mailing written notice of the resignation to the Owner as its name and address appears on the register it maintains with respect to the Series 2022 Obligations at the close of business fifteen days prior to the mailing. The resignation shall take effect upon the appointment of a successor Trustee.

(b) The Trustee may be removed at any time immediately if with cause and upon thirty (30) days' prior written notice if without cause by an instrument or document or concurrent instruments or documents in writing delivered to the Trustee, with copies thereof mailed to the City and signed by (i) the City Representative or (ii) by or on behalf of the Owner. The Trustee also may be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Agreement with respect to the duties and obligations of the Trustee by an instrument signed by the City or by any court of competent jurisdiction upon the application of the City, or the Owner. Any removal shall not take effect until a successor Trustee shall have been appointed. In the event a successor Trustee has not been appointed and qualified within 60 days of the date notice of resignation or removal is given, the Trustee may apply to any court of competent jurisdiction for the appointment of a successor Trustee to act until such time as a successor is appointed as provided in this Section.

(c) In the event of the resignation or removal of the Trustee or in the event the Trustee is dissolved or otherwise becomes incapable to act as the Trustee, the City shall be entitled to appoint a successor Trustee acceptable to the City.

(d) If the Owner objects to the successor Trustee so appointed by the City and if the Owner designates another Person qualified to act as the Trustee, the City shall then appoint as the Trustee the Person so designated by the Owner.

(e) Unless otherwise ordered by a court or regulatory body having competent jurisdiction, or unless required by law, any successor Trustee shall be a trust company or bank having the powers of a trust company as to trusts, qualified to do trust business in the State or the United States and having an officially reported combined capital, surplus, undivided profits and reserves aggregating at least $75,000,000, if there is such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

(f) Every successor Trustee howsoever appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing, accepting such appointment hereunder, and thereupon such successor Trustee, without further action, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, and such predecessor shall execute and deliver an instrument transferring to such successor Trustee all the rights, power and trusts of such predecessor. The predecessor Trustee shall execute any and all documents necessary or appropriate to convey all interest it may have to the successor Trustee. The predecessor Trustee shall promptly deliver all records relating to the trust or copies thereof and communicate all material information it may have obtained concerning the trust to the successor Trustee.

(g) Each successor Trustee, not later than ten days after its assumption of the duties hereunder, shall mail a notice of such assumption to the Owner.

(h) Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee without the execution or filing of any paper or any further act, provided such company shall be eligible as a successor Trustee under this Agreement.

Section 8.7 Proof of Claim. The Trustee shall have the right and power to take actions in the name and place of the City or the Owner to make proof of claim in any proceeding, bankruptcy, reorganization or otherwise where proof of claim may be required.

Section 8.8 Trustee's Fees and Expenses.

(a) The Trustee shall be entitled to be paid from time to time reasonable compensation for all services rendered by it hereunder; to reimbursement upon request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Agreement (including the reasonable compensation and

the expenses and disbursements of its counsel and its agents), except any such expense, disbursement or advance as may be attributable to its negligence or willful misconduct; and, together with its officers, directors, agents and employees, to be indemnified by the City, for, from and against any loss, liability, claim, suit, cost, judgment, damages or expense (including reasonable legal fees and expenses) arising out of or in connection with the acceptance or administration of this trust or its duties hereunder, under the Utility System Purchase Agreement or any other document or transaction contemplated herewith or therewith. The Trustee's right to indemnity shall not extend to claims, suits and actions successfully brought against the Trustee for, or losses, liabilities or expenses incurred as a result of the Trustee's own negligence or willful misconduct. In the event any action or proceeding is instituted or pending against the Trustee by reason of or in connection with the acceptance or administration of this trust or the Trustee's duties hereunder, the City may, at its election, assume the defense of any such action or proceeding with counsel satisfactory to the Trustee. If any such action or proceeding includes any claims alleging the Trustee's own negligence or willful misconduct, the Trustee shall reimburse the City its expenses (including reasonable attorneys' fees), if any, of assuming the defense of such action or proceeding if it is determined by a final judgment of a court of competent jurisdiction that the Trustee is not entitled to be indemnified as authorized in this Section. Any settlement of any such action or proceeding shall not, of itself, create a presumption as to the merits of any claims alleging the Trustee's own negligence or willful misconduct. The Trustee's rights to compensation, reimbursement and indemnity while serving as Trustee hereunder shall survive resignation or removal of the Trustee or discharge of this Agreement.

(b) Any provision hereof to the contrary notwithstanding, if the City fails, within 30 days of receiving an itemized invoice and back-up documentation, to make any payment properly due the Trustee for its reasonable fees, costs, expenses and fees of attorneys, certified public accountants, recognized authorities in their field and agents (not employees of the Trustee) incurred in performance of its duties, the Trustee may reimburse itself from any moneys on hand in any fund or account created pursuant hereto and shall have a lien prior to the Owner. When the Trustee incurs expenses or renders services after the occurrence of a Trust Agreement Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 8.9 Destruction of Series 2022 Obligations. Upon payment of or surrender to the Trustee for cancellation of any Series 2022 Obligation, the Trustee shall destroy such Series 2022 Obligation.

Section 8.10 Reports. The Trustee shall quarterly, or at such other intervals as the Trustee and the City shall from time to time agree upon (but in no event more frequently than monthly), prepare and submit to the City reports covering all moneys received and all payments, expenditures and investments made as the Trustee hereunder since the last previous such report.

Section 8.11 Separate or Co-Trustee.

(a) At any time or times, solely for the purpose of meeting any legal requirements of any jurisdiction other than Arizona, the City and the Trustee shall have power to appoint, and, upon the request of the Trustee or of the Owner and the City shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, one or more Persons, approved by the Trustee and, unless a Trust Agreement Event of Default has occurred and is continuing, reasonably acceptable to the City, either to act as co-trustee or co-trustees, jointly with the Trustee of all or any part of the pledged property, or to act as separate trustee or separate trustees of all or any part of the pledged property, and to vest in such Person or Persons, in such capacity, such title to the pledged property or any part thereof, and such rights, powers, duties, trusts or obligations as the City and the Trustee may consider necessary or desirable, subject to the remaining provisions of this Section.

(b) If the City shall not have joined in such appointment within 30 days after the receipt by it of a request so to do, or in case a Trust Agreement Event of Default shall have occurred and be continuing, the Trustee alone shall have power to make such appointment.

(c) The City shall execute, acknowledge and deliver all such instruments as may reasonably be required by any such co-trustee or separate trustee for more fully and certainly vesting in such co-trustee or separate trustee the Projects, rights, powers and duties intended to be vested in such co-trustee or separate trustee.

(d) Every co-trustee or separate trustee shall, to the extent permitted by law but to such extent only, be appointed subject to the following terms, namely:

(i) The Series 2022 Obligations shall be executed and delivered, and all rights, powers, trusts, duties and obligations hereby conferred upon the Trustee in respect to the custody, control and management of moneys, papers, securities and other personal property shall be exercised, solely by the Trustee.

(ii) All rights, powers, trusts, duties and obligations conferred or imposed upon the trustees shall be conferred or imposed upon and exercised or performed by the Trustee, or by the Trustee and such co-trustee or co-trustees or separate trustee or separate trustees jointly, as shall be provided in the instrument appointing such co-trustee or co-trustees or separate trustee or separate trustees, except to the extent that, under the law of any jurisdiction in which any particular act or acts are to be performed, the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co-trustee or co-trustees or separate trustee or separate trustees.

(iii) Any request in writing by the Trustee to any co-trustee or separate trustee to take or to refrain from taking any action hereunder shall be sufficient

warrant for the taking, or the refraining from taking, of such action by such co-trustee or separate trustee and such co-trustee or separate trustee shall abide by such request.

(iv) Any co-trustee or separate trustee may, to the extent permitted by law, delegate to the Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise.

(v) The Trustee may at any time, by any instrument in writing, with the concurrence of the City, accept the resignation of or remove any co-trustee or separate trustee appointed under this Section, and, in case a Trust Agreement Event of Default shall have occurred and be continuing, the Trustee shall have power to accept the resignation of, or remove, any such co-trustee or separate trustee. Upon the request of the Trustee, the City shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal.

(vi) No Trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder, nor will the act or omission of any trustee hereunder be imputed to any other trustee.

(vii) Any demand, request, direction, appointment, removal, notice, consent, waiver or other action in writing delivered to the Trustee shall be deemed to have been delivered to each such co-trustee or separate trustee.

(viii) Any moneys, papers, securities or other items of personal property received by any such co-trustee or separate trustee hereunder shall forthwith, so far as may be permitted by law, be turned over to the Trustee.

(e) Upon the acceptance in writing of such appointment by any such co-trustee or separate trustee, it or he shall be vested jointly with the Trustee (except insofar as local law makes it necessary for any such co-trustee or separate trustee to act alone) with such title to the pledged property or any part thereof, and with such rights, powers, duties or obligations, as shall be specified in the instrument of appointment subject to all the terms hereof. Every such acceptance shall be filed with the Trustee. To the extent permitted by law, any co-trustee or separate trustee may, at any time by an instrument in writing signed by the Trustee and any co-trustee or separate trustee, constitute the Trustee, its or his attorney-in-fact and agent, with full power and authority to do all acts and things and to exercise all discretion on its or his behalf and in its or his name.

(f) In case any co-trustee or separate trustee shall dissolve, cease to exist, become incapable of acting, resign or be removed, the title to the pledged property, and all rights, powers, trusts, duties and obligations of said co-trustee or separate trustee shall, so far as permitted by law, vest in and be exercised by the Trustee unless and until a successor co-trustee or separate trustee shall be appointed in the manner herein provided.

Section 8.12 Recitals and Representations.

(a) The recitals, statements and representations contained herein, or in any Series 2022 Obligation (excluding the Trustee's execution of the Series 2022 Obligations or any recitals or representations concerning the Trustee or its powers) shall not be taken or construed as made by the Trustee, and the Trustee neither assumes nor shall be under any responsibility for the correctness of the same.

(b) The Trustee makes no representation as to, and is not responsible for, the validity or sufficiency hereof, of the Series 2022 Obligations, or, except as herein required, the filing or recording or registering of any document. The Trustee shall be deemed not to have made representations as to the security afforded hereby or hereunder or as to the validity or sufficiency of such document. The Trustee shall not be concerned with or accountable to anyone for the use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof. Except as to defaults described in Sections 7.1(a)(i) and (ii) of which the Trustee is deemed to have notice, the Trustee shall have no duty of inquiry with respect to any default or Trust Agreement Events of Default described herein without actual knowledge of or receipt by the Trustee of written notice of a default or a Trust Agreement Event of Default from the Owner.

ARTICLE IX
SUPPLEMENTS TO TRUST AGREEMENT AND AMENDMENTS TO UTILITY SYSTEM PURCHASE AGREEMENT

Section 9.1 Supplements not Requiring Consent of Owner. The City acting through the City Representative and the Trustee may, without the consent of or notice to the Owner, enter into one or more supplements for one or more of the following purposes:

(i) To cure any ambiguity or formal defect or omission herein or to correct or supplement any provision herein which may be inconsistent with any other provision herein, or, to make any other provisions with respect to matters or questions arising hereunder provided such action shall, in the opinion of counsel delivered to the Trustee under Section 9.3(a), not materially adversely affect the interests of the Owner;

(ii) To grant or confer upon the Owner any additional rights, remedies, powers or authority that may lawfully be granted or conferred upon them;

(iii) To secure additional revenues or provide additional security or reserves for payment of the Series 2022 Obligations;

(iv) To comply with the requirements of any state or federal securities laws or the Trust Indenture Act of 1939, as from time to time amended, if required by law or regulation lawfully issued thereunder;

(v) To provide for the appointment of a successor trustee or co-trustee pursuant to the terms of Section 8.6 and Section 8.11;

(vi) To permit Series 2022 Obligations in bearer form if the City and the Trustee receive a Special Counsel's Opinion that such action will not cause the interest on any Series 2022 Obligations to become includible in gross income for purposes of federal income taxes;

(vii) To preserve the exclusion of the interest on the Series 2022 Obligations from gross income for purposes of federal or State income taxes and to preserve the power of the City to continue to incur obligations (specifically not limited to the Series 2022 Obligations authorized hereby) the interest on which is likewise exempt from federal and State income taxes; and

(viii) To adopt procedures for the disclosure of information to Owners and to others in accordance with any guidelines for such purpose promulgated by the American Bankers Association or some other similar national organization, as such guidelines may be made applicable to this Agreement by agreement of the Trustee and the City.

Section 9.2 Supplements Requiring Consent of Owner.

(a) Other than supplements referred to in Section 9.1 and subject to the terms and provisions and limitations contained in this Article and not otherwise, the Owner shall have the right, from time to time, anything contained herein to the contrary notwithstanding, to consent to and approve the execution by the City and the City Representative and the Trustee of such supplement as shall be deemed necessary and desirable by the City and the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular respect, any of the terms or provisions contained herein.

(b) If at any time the City shall request the Trustee to enter into a supplement pursuant to this Section, the Trustee shall, upon being satisfactorily and specifically indemnified by the City with respect to expenses with respect to such supplement, cause notice of the proposed execution of such Supplement to be mailed by first class mail, postage pre-paid, to the Owner at its address as it appears on the registration books herein provided for, by the means provided in Article XI. Such notice shall briefly set forth the nature of the proposed supplement and shall state that copies thereof are on file at the office of the Trustee for inspection by the Owner.

(c) If within such period as shall be prescribed by the City, following the mailing of such notice, the Trustee shall receive an instrument purporting to be executed by the Owner specified in subsection (a) for the supplement in question which instrument or instruments shall refer to the proposed Supplement described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice as on file with the Trustee, thereupon, but not otherwise, the Trustee and the City may execute such supplement in substantially such form, without liability or responsibility to any Owner of any Series 2022 Obligation, whether or not such Owner shall have consented thereto.

(d) Any such consent shall be binding upon the Owner giving such consent and upon any subsequent Owner and of any Series 2022 Obligation executed and delivered in exchange therefor (whether or not such subsequent Owner thereof has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or by a subsequent Owner thereof by filing with the Trustee, prior to the execution by the Trustee of such supplement, such revocation. At any time after the Owner shall have filed its consent to the supplement, the Trustee shall make and file with the City a written statement to that effect. Such written statement shall be conclusive that such consents have been so filed.

(e) If the Owner shall have consented to and approved the execution of such Supplement as herein provided, no Owner of any Series 2022 Obligation shall have any right to object to the execution thereof, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 9.3 Execution and Effect of Supplements.

(a) In executing any Supplement permitted by this Article, the Trustee and the City shall be entitled to receive and to rely in good faith upon an Opinion of Counsel stating that the execution of such Supplement is authorized or permitted hereby. The Trustee may but shall not be obligated to enter into any such Supplement which affects the Trustee's own rights, duties or immunities.

(b) Upon the execution and delivery of any Supplement in accordance with this Article, the provisions hereof shall be modified in accordance therewith and such Supplement shall form a part hereof for all purposes and every Owner of a Series 2022 Obligation theretofore or thereafter executed and delivered hereunder shall be bound thereby.

(c) Any Series 2022 Obligation executed and delivered after the execution and delivery of any Supplement in accordance with this Article may, and if required by the Trustee shall, bear a notation in form approved by the Trustee as to any matter provided for in such Supplement. If the Trustee shall so determine, upon receipt of Special Counsel's Opinion, new Series 2022 Obligations so modified as to conform in the opinion of the Trustee to any such Supplement may be executed and delivered by the Trustee in exchange for and upon surrender of Series 2022 Obligations.

Section 9.4 Amendments to Utility System Purchase Agreement Not Requiring Consent of Owner. The Trustee may, without the consent of or notice to the Owner consent to and join with the City in the execution and delivery of any amendment, change or modification of the Utility System Purchase Agreement as may be required (i) by the provisions thereof; (ii) to cure any ambiguity or formal defect or omission therein or to correct or supplement any provision therein which may be inconsistent with any other provision therein, or to make any other provisions with respect to matters or questions arising thereunder provided such action shall, in the opinion of counsel delivered to the Trustee under this Section, not materially adversely affect the interests of the Owner; and (iii) to preserve the exclusion of the interest on

the Series 2022 Obligations from gross income for purposes of federal or State income taxes and to preserve the power of the City to continue to incur obligations (specifically not limited to the Series 2022 Obligations authorized hereby) the interest on which is likewise exempt from federal and State income taxes in connection with any other change therein, which will not, in the opinion of counsel delivered to the Trustee under this Section 9.4, materially adversely affect the interests of the Owner or, in the opinion of the Trustee, the Trustee. In executing any amendment to the Utility System Purchase Agreement, the Trustee shall be entitled to receive and rely on an Opinion of Counsel stating that such amendment is authorized or permitted under this Agreement and under the Utility System Purchase Agreement.

Section 9.5 Amendments to Utility System Purchase Agreement Requiring Consent of Owner.

(a) Except for amendments, changes or modification to the Utility System Purchase Agreement referred to in Section 9.4 hereof and subject to the terms and provisions and limitations contained in this Article and not otherwise, the Trustee may consent to and join with the City in the execution and delivery of any amendment, change or modification to the Utility System Purchase Agreement only upon the consent of the Owner, given as provided in this Section, provided, however, no such amendment, change or modification may affect the obligation of the City to make payments under the Utility System Purchase Agreement or reduce the amount of or extend the time for making such payments without the consent of the Owner.

(b) If at any time the City shall request the consent of the Trustee to any such amendment, change or modification to the Utility System Purchase Agreement, the Trustee shall, upon being satisfactorily indemnified by the City with respect to expenses, cause notice of the proposed amendment, change or modification to be given in the same manner as provided in Section 9.2 with respect to Supplements hereto. Such notice shall briefly set forth the nature of the proposed amendment, change or modification and shall state that copies thereof are on file at the office of the Trustee for inspection by the Owner.

(c) If the consent to and approval of the execution of such amendment, change or modification is given by the Owner within the time and in the manner provided by Section 9.2 with respect to Supplements hereto, but not otherwise, such amendment, change or modification may be consented to, executed and delivered upon the terms and conditions and with like binding effect upon the Owners as provided in Section 9.2 and Section 9.3 with respect to Supplements hereto.

ARTICLE X
SATISFACTION AND DISCHARGE

Section 10.1 Discharge.

(a) If payment of all principal of and interest on the Series 2022 Obligation is made in accordance with its terms and as provided herein and in Section 2.5 of the

Utility System Purchase Agreement, or is provided for in accordance with this Article, and if all other sums, if any, payable hereunder shall be paid, then the liens, estates and security interests granted hereby shall cease. Thereupon, upon the request of the City, and upon receipt by the Trustee of an Opinion of Counsel addressed to the City and the Trustee stating that all conditions precedent to the satisfaction and discharge of the lien hereof have been satisfied, the Trustee shall execute and deliver proper instruments acknowledging such satisfaction and discharging the lien hereof and the Trustee shall transfer all property held by it hereunder, other than moneys or obligations held by the Trustee for payment of amounts due or to become due on the Series 2022 Obligations and to the City or such other Person as may be entitled thereto as their respective interests may appear. Such satisfaction and discharge shall be without prejudice to the rights of the Trustee thereafter to charge and be indemnified, compensated or reimbursed for services rendered and expenditures incurred in connection herewith.

(b) The City may at any time surrender to the Trustee for cancellation any Series 2022 Obligations previously executed and delivered which the City may have acquired in any manner whatsoever and such Series 2022 Obligations upon such surrender and cancellation shall be deemed to be paid and retired.

Section 10.2 Providing for Payment of Series 2022 Obligations.

(a) Payment of all or any part of the Series 2022 Obligations may be provided for by the deposit with the Trustee or a Depository Trustee of moneys or Defeasance Obligations which are not redeemable in advance of their maturity dates. The moneys and the maturing principal and interest income on such Defeasance Obligations, if any, shall be sufficient, as evidenced by a certificate of an independent nationally recognized certified public accountant or firm of such accountants acceptable to such Depository Trustee, to pay when due the principal of and interest on such Series 2022 Obligations. The moneys and Defeasance Obligations shall be held by the Trustee or such Depository Trustee irrevocably in trust for the Owner solely for the purpose of paying the principal of and interest on such Series 2022 Obligations as the same shall mature or come due.

(b) Notwithstanding the foregoing, no deposit under subsection (a) above shall be deemed a payment of such Series 2022 Obligation as aforesaid until the City, having given the Trustee irrevocable instructions in form satisfactory to the Trustee, to notify, as soon as practicable, the Owner that the deposit required by subsection (a) has been made with the Trustee.

(c) If payment of Series 2022 Obligations is so provided for, the Trustee or the Depository Trustee shall mail a notice so stating to the Owner.

(d) Series 2022 Obligations, the payment of which has been provided for in accordance with this Section, shall no longer be deemed outstanding hereunder or secured hereby. The obligation in respect of such Series 2022 Obligations shall nevertheless continue but the Owner shall thereafter be entitled to payment only from the moneys or Defeasance Obligations deposited with the Trustee or the Depository Trustee to provide for the payment of such Series 2022 Obligations.

(e) No Series 2022 Obligation may be so provided for if, as a result thereof or of any other action in connection with which the provisions for payment of such Series 2022 Obligation is made, the interest payable on any Series 2022 Obligation is made includable in gross income for purposes of federal income taxes. The Trustee and the City may rely upon a Special Counsel's Opinion to the effect that the provisions of this paragraph will not be breached by so providing for the payment of any Series 2022 Obligations.

Section 10.3 Payment of Series 2022 Obligations After Discharge. Notwithstanding the discharge of the lien hereof as in this Article provided, the Trustee shall nevertheless retain such rights, powers and duties hereunder as may be necessary and convenient for the payment of amounts due or to become due on the Series 2022 Obligations and the registration, transfer, exchange and replacement of Series 2022 Obligations as provided herein. Nevertheless, any moneys held by the Trustee for the payment of the principal of or interest on any Series 2022 Obligation remaining unclaimed for two years after the same shall become due and payable at maturity by declaration as provided herein, shall then be paid to the City (without liability for interest) and the Owner of any Series 2022 Obligations not theretofore presented for payment shall thereafter be entitled to look only to the City for payment thereof and all liability of the Trustee with respect to such moneys shall thereupon cease. The obligations of the Trustee under this Section shall be subject, however, to the requirements of any applicable law regarding the disposition of unclaimed property.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Evidence of Acts of Owner.

(a) Any request, direction, consent or other instrument provided hereby to be signed and executed by the Owner may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owner in person or by agent appointed in writing. Proof of the execution of any such request, direction or other instrument or of the writing appointing any such agent and of the ownership of Series 2022 Obligations, if made in the following manner, shall be sufficient for any of the purposes hereof and shall be conclusive in favor of the Trustee and the City, with regard to any action taken by them, or either of them, under such request or other instrument, namely:

(i) The fact and date of the execution by any Person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments in such jurisdiction, that the Person signing such writing acknowledged before him the execution thereof, or by the affidavit of a witness of such execution; and

(ii) The ownership of Series 2022 Obligations shall be proved by the register of such Series 2022 Obligations.

(b) Nothing in this Section shall be construed as limiting the Trustee to the proof herein specified, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient.

(c) Any action taken or suffered by the Trustee pursuant to any provision hereof, upon the request or with the assent of any Person who at the time is the Owner, shall be conclusive and binding upon all future Owners.

Section 11.2 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Agreement or the Series 2022 Obligations is intended or shall be construed to give to any Person other than the parties hereto, the City and the Owner any legal or equitable right, remedy or claim under or in respect to this Agreement or any covenants, conditions and provisions herein contained.

Section 11.3 Severability. If any one or more sections, clauses, sentences or parts hereof shall for any reason be questioned in any court of competent jurisdiction and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions hereof, or the Series 2022 Obligations executed and delivered pursuant hereto, but shall be confined to the specific sections, clauses, sentences and parts so adjudged.

Section 11.4 Holidays. When the date on which principal of or interest on any Series 2022 Obligation is due and payable is not a Business Day, payment may be made on Series 2022 Obligations presented at such place of payment on the next Business Day with effect as though payment were made on the due date, and, if such payment is made, no additional interest shall accrue from and after such due date. When any other action is provided herein to be done on a day named or within a time period named, and the day or the last day of the period falls on a day other than a Business Day, it may be performed on the next ensuing Business Day with effect as though performed on the appointed day or within the specified period.

Section 11.5 Governing Law. This Agreement and the Series 2022 Obligations are contracts made under the laws of the State and shall be governed and construed in accordance with such laws.

Section 11.6 Notices.

(a) Unless otherwise expressly specified or permitted by the terms hereof, all notices, consents or other communications required or permitted hereunder shall be deemed sufficiently given or served if given in writing, mailed by first class mail, postage prepaid and addressed as follows:

(i) If to the Trustee, addressed to it at _____, Attention: Corporate Trust Services;

(ii) If to the registered Owner of a Series 2022 Obligation, addressed to such Owner at the address shown on the registration books kept pursuant hereto; provided, however, that while the Bank is the Owner of the Obligations, the following address: _____, Attention: _____; and

(iii) If to the City, addressed to it at 211 West Aspen Avenue, Flagstaff, Arizona, 86001, Attention: Management Services Director.

(b) The parties listed above may from time to time by notice in writing to the others designate a different address or addresses for notices hereunder.

Section 11.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one instrument.

Section 11.8 Waiver of Personal Liability. No director, officer, agent, financial advisor, counsel or employee of the City shall be individually or personally liable for the payment of the principal of or interest on the Series 2022 Obligations; but nothing herein contained shall relieve any such director, officer, agent, financial advisor, counsel or employee from the performance of any official duty provided by law.

Section 11.9 Binding Effect. This instrument shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns subject to the limitations contained herein. Except as provided herein, the trust under this Agreement shall not be assigned to any other person, corporation, partnership or trustee unless the Trustee is required by law to divest, or does divest, itself of its trust department or unless the Trustee shall sell or assign substantially all of its corporate trust business in which event the trust hereunder shall be continued by the Trustee's successor in interest.

Section 11.10 Certain Statutory Notices.

(a) To the extent applicable by provision of law, the Trustee acknowledges that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein and which provides that the City may within three (3) years after its execution cancel any contract (including this Agreement) without penalty or further obligation made by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, the Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the E-verify requirements under Section 23-214(A), Arizona Revised Statutes. The breach by the Trustee of the foregoing shall be deemed a material breach of this Agreement and may result in the termination of the services of the Trustee by the City. The City retains the legal right to randomly inspect the papers and records of the Trustee to ensure that the Trustee is complying with the above-mentioned warranty. The Trustee shall keep such papers and records open for random inspection during normal business hours by the City. The Trustee shall cooperate with the random inspections by the City including granting the City entry rights onto its property to perform such random inspections and waiving its respective

rights to keep such papers and records confidential. To the extent it may agree to do so pursuant to applicable law, the City shall preserve the confidentiality of any information, records or papers the City views, accesses or otherwise obtains during any and every such random inspection, including, without limitation, such information.

(c) Pursuant to Section 35-393 et. seq., Arizona Revised Statutes, the Trustee hereby certifies it is not currently engaged in, and for the duration of this Agreement shall not engage in, a boycott of Israel. The term "boycott" has the meaning set forth in Section 35-393, Arizona Revised Statutes. If the City determines that the Trustee's certification above is false or that it has breached such agreement, the City may impose remedies as provided by law.

Section 11.11 Electronic Instructions. The Trustee shall have the right to accept and act upon Instructions. If the City elects to give the Trustee Instructions and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 11.12 Force Majeure. The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, "acts of God", terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other like occurrences beyond the control of the Trustee; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

* * *

[Signature page follows.]

IN WITNESS WHEREOF, the City has caused these presents to be signed in the name and on its behalf by its duly authorized officer, and to evidence its acceptance of the trusts hereby created the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized officer, all as of the day and year first above written.

_____, as Trustee

By.....
Authorized Representative

CITY OF FLAGSTAFF, ARIZONA

By.....
Mayor

ATTEST:

.....
Clerk

EXHIBIT

(Form of Series 2022 Obligation)

CITY OF FLAGSTAFF, ARIZONA
UTILITY SYSTEM REVENUE AND
REVENUE REFUNDING OBLIGATION, SERIES 2022

Number: R-……..

Interest Rate:	Payment Date:	Dated:
_____%	July 1, 20__	_____, 2022

REGISTERED OWNER: …….

PRINCIPAL AMOUNT: ……. DOLLARS

The registered owner identified above, or registered assigns, as the registered owner of this Utility System Revenue and Revenue Refunding Obligation, Series 2022 (this "*Obligation*"), is the owner of the right to receive certain installments of the "Purchase Price" pursuant to that certain Series 2022 Utility System Revenue Purchase Agreement, dated as of _____ 1, 2022 (the "*Utility System Purchase Agreement*"), by and between ……., a national banking association, authorized to exercise trust powers in the State of Arizona, in its separate capacity as seller (the "*Seller*"), and the City of Flagstaff, Arizona, a municipal corporation of the State of Arizona, as purchaser (the "*City*"), which installments and certain other rights and interests under the Utility System Purchase Agreement have been assigned to ……., in its separate capacity as trustee (together with any successor thereto, the "*Trustee*"), pursuant to that certain Series 2022 Utility System Revenue Trust Agreement, dated as of _____ 1, 2022 (the "*Trust Agreement*"), by and between the City and the Trustee.

The registered owner of this obligation is entitled to receive, subject to the terms of the Trust Agreement, the principal amount set forth above, on the payment date set forth above, and to receive on _____ 1, 20__, and semiannually on _____ 1 and _____ 1 of each year thereafter until payment in full of said principal, the registered owner's proportionate share of the installments of the Purchase Price denominated as interest coming due during the six month period (or portion thereof) immediately preceding each of such dates; provided that the first installment shall be for interest from the date of initial execution and delivery to _____ 1, 20__. Said proportionate share of the portion of such installments designated as interest is the result of the multiplication of the aforesaid portion of such installments designated as principal by the rate per annum set forth above.

The proportionate share of the portion of the installments of the Purchase Price denominated as interest is payable when due to the person in whose name this obligation is

registered at the close of business on the 15th day of the calendar month next preceding such interest payment date, except that interest not duly paid or provided for when due shall be payable to the person in whose name this obligation is registered at the close of business on a special record date to be fixed for the payment of defaulted interest. Such defaulted interest shall be payable to the person in whose name such obligation is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed to the owner of the obligation not less than 15 days preceding such special record date. Such notice shall be mailed to the owner in whose name this obligation is registered at the close of business on the fifth day preceding the date of mailing. If the Trustee registers the transfer on any obligation subsequent to the mailing of such notice and on or before the special record date, any such notice of payment of defaulted interest shall be binding upon the transferee and a copy of the notice of payment of defaulted interest shall be delivered by the Trustee to the transferee along with the obligation or obligations. (Any payment due hereon which shall not be paid when due shall bear interest at the rate of interest, compounded semiannually, set forth above from the date such payment is due until the payment is made.)

Principal of and interest on this obligation are payable in lawful money of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts. Payments of principal and interest (other than those due on the Payment Date identified above) will be made by wire transfer of immediately available funds. Payments of principal and interest due on such Payment Date will be paid upon physical delivery and surrender of this obligation to the Trustee.

This obligation is one of a series, limited in aggregate original principal amount of $____,000 (the *"Series 2022 Obligations"*), executed and delivered under the Trust Agreement which are limited, special revenue obligations, payable solely from the sources (particularly the Utility System Purchase Agreement) and in the manner described in the Trust Agreement, in order to finance certain property comprising the works of the utility system of the City. The payments to be made by the City pursuant to the Utility System Purchase Agreement are to be in an amount sufficient to make the payments due on the Series 2022 Obligations, and payments by the City under the Utility System Purchase Agreement are to be made from, and secured by a pledge of, certain revenues to be derived by the City from such system. Under the restrictions set out in the Utility System Purchase Agreement, additional parity obligations have been and may be incurred by the City payable from such revenues. (No senior obligations may be incurred by the City payable from such revenues.) For a more complete statement of the provisions made to secure payment of the Series 2022 Obligations, the revenues from and conditions under which this obligation is payable, statements of the terms under which the Utility System Purchase Agreement may be modified and the general covenants and provisions pursuant to which this obligation is issued, reference is made to the Trust Agreement.

This obligation shall not constitute a debt of the City, the State of Arizona or any political subdivision thereof within the meaning of any provision of the Constitution or laws of the State of Arizona and shall not constitute or give rise to a pecuniary liability of the City, the State or any other political subdivision thereof or a charge against the general credit or taxing powers of any of them. This obligation and the interest hereon are enforceable exclusively from the revenues pledged thereto in the Utility System Purchase Agreement, and no owner hereof

shall have the right to compel any exercise of the taxing power of the City to pay this obligation or the interest hereon.

Counterparts or copies of the Trust Agreement and the other documents referred to herein are on file at the designated office of the Trustee, and reference is hereby made thereto and to the documents referred to therein for the provisions thereof, including the provisions with respect to the rights, obligations, duties and immunities of the Trustee, the City, and the registered owners of the Series 2022 Obligations under such documents, to all of which the registered owner hereof, by acceptance of this obligation, assents.

Principal of this obligation is not subject to optional prepayment.

Principal on the Series 2022 Obligation shall be prepaid on July 1 of the years indicated and in the principal amounts indicated at a price equal to the amount thereof plus accrued interest to the date of prepayment, but without premium, with a final maturity amount of $____,000 payable in 20__:

Year Prepaid	Principal Amount Prepaid

The registered owner of this obligation shall have no right to enforce the provisions of the Trust Agreement or to institute an action to enforce the covenants thereof, or to take any action with respect to a default hereof, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

The Trust Agreement and other documents referred to therein may be modified or amended to the extent permitted by and as provided therein. Certain amendments, modifications or changes which would affect the rights of registered owners of Series 2022 Obligations may be made only with the consent of the registered owners of this Obligation, as provided in the Trust Agreement. Any such consent by the registered owner of this obligation shall be conclusive and binding upon such registered owner and all subsequent registered owners. However, as to certain other amendments which will not materially adversely affect the interests of the registered owners, no consent of any owner shall be required.

The Series 2022 Obligations are and shall be executed and delivered only in fully registered form.

This obligation is transferable by the registered owner thereof in person or by his attorney duly authorized in writing at the designated corporate trust office of the Trustee, but only in the manner and subject to the limitations provided for in the Trust Agreement and upon

surrender and cancellation of this obligation. Upon such transfer, a new Series 2022 Obligation or Series 2022 Obligations of the remaining aggregate principal amount payable at maturity will be executed and delivered to the transferee in exchange for such Series 2022 Obligation.

The Trustee may require a registered owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Trust Agreement in connection with any exchange or transfer.

The Trustee may treat the registered owner of this obligation as the absolute owner for the purpose of receiving payment as herein provided and for all other purposes and none of them shall be affected by any notice to the contrary.

As used herein, the term "owner" means the person who at the time of any payment of a Series 2022 Obligation is entitled under the terms of such Series 2022 Obligation to payment thereof.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the execution and delivery of this obligation have existed, have happened and have been performed in due form, time and manner as required by law.

IN TESTIMONY WHEREOF, this obligation has been executed and delivered by the Trustee, acting pursuant to the Trust Agreement.

Date: .....

_____, as Trustee

By.....
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto .....
(Please Print or Typewrite Name, Address and Social Security Number or other Federal Tax Identification Number of Transferee) the within obligation and all rights thereunder, and hereby irrevocably constitutes and appoints ..... attorney to transfer the within obligation on the books kept for registration thereof, with full power of substitution in the premises.

Dated: .....

Signature Guaranteed:

.....	.....
(Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee).	Notice: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within obligation in every particular without alteration or enlargement or any change whatsoever.

The following abbreviations, when used in the inscription on the face of the within obligation, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common	UNIF GIFT/TRANS MIN ACT -- ..... (Cust.)
TEN ENT -- as tenants by the entireties	Custodian for ..... Under Uniform (Minor)
JT TEN -- as joint tenants with right of survivorship and not as tenants in common	Gifts/Transfers to Minors Act of ..... (State)

Additional abbreviations may also be used, though not in the above list.

(END OF FORM OF SERIES 2022 OBLIGATION)

RESOLUTION NO. 2019-42

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, DECLARING, FOR PURPOSES OF SECTION 1.150 2 OF THE FEDERAL TREASURY REGULATIONS, OFFICIAL INTENT TO BE REIMBURSED IN CONNECTION WITH CERTAIN CAPITAL EXPENDITURES RELATING TO THE MUNICIPAL COURT FACILITIES PROJECT, WATER PROJECTS, WASTEWATER PROJECTS, AND STORMWATER PROJECTS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff, Arizona, a political subdivision of the State of Arizona (hereinafter referred to as the "City"), is authorized and empowered to finance the costs of various capital facilities and equipment owned or to be owned by the City; and

WHEREAS, it is contemplated that certain expenditures made by the City with regard to capital facilities and equipment owned or to be owned by the City will be reimbursed from the financing proceeds in the future by or on behalf of the City.

ENACTMENTS:

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

SECTION 1. Definitions. The following terms shall have the meanings assigned thereto as follows:

"Official intent" means a declaration of intent of the City to reimburse an original expenditure with proceeds of an obligation.

"Original expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than a reimbursement bond.

"Reimbursement bond" means the portion of an issue of obligations allocated to reimburse an original expenditure that was paid before the issue date of such issue.

SECTION 2. Official Intent. This Resolution is official intent relating to reimbursement for the original expenditures indicated in Exhibit A attached hereto which are capital expenditures [being any cost of a type that is properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles].

SECTION 3. Project Descriptions. The projects for which such original expenditures are to be paid are for those described on the Exhibit A attached hereto and the maximum principal amount of obligations (including the reimbursement bonds for such purposes) to be issued for such projects will not exceed $41,000,000.

SECTION 4. Reasonableness of Official Intent. On the date of this Resolution, the Council of

the City has a reasonable expectation (being that a prudent person in the same circumstances would have based on all the objective facts and circumstances) that it will reimburse such original expenditures with proceeds of such obligations. [Official intents have not been declared by the Council of the City as a matter of course or in amounts substantially in excess of the amounts expected to be necessary for such projects. Moreover, the Council of the City does not have a pattern (other than in extraordinary circumstances) of failure to reimburse actual original expenditures covered by official intents.]

SECTION 5. Reimbursement Period. With certain exceptions, an allocation in writing that evidences use of proceeds of the reimbursement bonds to reimburse the original expenditures shall be made not later than 18 months after the later of the date that the original expenditure is paid or the date the project is "placed in service," but in no event more than 3 years after the original expenditure is paid. The City is allowed to reimburse for expenditures up to 60 days prior to the date of the resolution adoption.

SECTION 6. Public Record. This Resolution shall be included as of the date hereof in the publicly available official records of the City, such records being maintained and supervised by the Clerk of the City, being the main administrative office of the City, and shall remain available for public inspection on a reasonable basis.

SECTION 7. Effective Date. This resolution shall be immediately effective.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of September 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

For

CITY ATTORNEY

Exhibits:
Exhibit A – Original Expenditures Intended to be Reimbursed as of July 5, 2019

EXHIBIT A

ORIGINAL EXPENDITURES INTENDED TO BE REIMBURSED
AS OF JULY 5, 2019

Description of Original Expenditures	Amount of Expenditures
Municipal Court Facilities	$ 16,000,000
Water Projects	$ 3,000,000
Wastewater Projects	$ 4,000,000
Stormwater Projects	$ 18,000,000

12. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Genevieve Pearthree, Senior Planner
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-01: An Ordinance of the City Council of the City of Flagstaff, extending and increasing the corporate limits of the City of Flagstaff pursuant to the provisions of Title 9, Chapter 4, Arizona Revised Statutes, by annexing approximately 10.05 acres of land located at 7000 North Highway 89, which certain land is contiguous to the existing corporate limits of the City of Flagstaff, and establishing city zoning for said land as Highway Commercial (HC) with a Resource Protection Overlay (RPO); providing for severability, authority for clerical corrections, and establishing an effective date. ***(Flagstaff Rehab Campus Annexation: Project Number PZ-20-00164-03).***

STAFF RECOMMENDED ACTION:

Staff recommends the City Council approve a request for a continuance until May 17, 2022; or

Council may:
1) Read Ordinance No. 2022-01 by title only for the final time
2) City Clerk reads Ordinance no. 2022-01 by title only (if approved above)
3) Adopt Ordinance No. 2022-01

Executive Summary:

An annexation request from Flagland LLC of approximately 10.05 acres of land, located at 7000 North Highway 89 and further described as Coconino County Assessor's Parcel Number 301-50-005G, into the corporate limits of the City of Flagstaff, and establishing city zoning for said land as Highway Commercial (HC) with a Resource Protection Overlay (RPO).

The Planning & Zoning Commission in a public hearing on December 8, 2021, recommended 5-0 to forward this Annexation request to the City Council with a recommendation of approval with the following condition:

- The subject property shall enter into the City of Flagstaff corporate limits with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO).

Financial Impact:

The purpose of this annexation request is to extend the City of Flagstaff corporate boundary to provide the subject property with water, sewer, and other City services to facilitate the development of a 174-bed mental behavioral health and substance abuse treatment campus and two commercial pads. The development will extend a waterline along North Highway 89 in the public right of way, and will extend a sewer line across the subject property. The waterline extension will be dedicated to the City of Flagstaff for continued maintenance and operation. Currently, the site has access directly onto an ADOT-maintained roadway. Upon annexation, a portion of the assessed property tax will go to the City of Flagstaff.

Policy Impact:

None.

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

PBB Priorities/Objectives

- Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs.
- Grow and strengthen a more robust, diverse, and resilient economy.

Regional Plan

- Goal LU.7.2 – Require unincorporated properties to be annexed prior to provision of City services, or that a pre-annexation agreement is executed when deemed appropriate.
- Policy WR.4.3 – Development requiring public utility services will be located within the Urban Growth Boundary.
- Page III-10:
    - The proposed annexation should not be detrimental to the majority of persons or property in the surrounding area or the community in general.
    - Annexation must demonstrate a favorable benefit to the taxpayers of the City.

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:

On January 4, 2022, January 18, 2022, and February 1, 2022, the City Council held public hearings to consider and adopt Ordinance No. 2022-01 to annex 10.05 acres of land, located at 7000 North Highway 89. On January 18, 2022 and February 1, 2022, the City Council held public hearings to consider and adopt Ordinance No. 2022-02 to rezone 1.09 acres of the 10.05-acres from Highway Commercial to Rural Residential to allow for an equine therapy facility.

Options and Alternatives:

1. Approve the Annexation with the condition as presented by Staff and as recommended by the Planning and Zoning Commission.
2. Approve the Annexation with additional conditions, deleted conditions, or modified conditions.
3. Deny the Annexation for non-compliance with the Regional Plan, the Zoning Code, and/or Arizona Revised Statutes.

The Planning and Zoning Commission voted 5-0 to forward the Annexation request with a recommendation of approval with the following condition:

1. The subject property shall enter into the City of Flagstaff corporate limits with Highway Commercial

(HC) zoning and a Resource Protection Overlay (RPO).

Background/History:

Development Overview

The 10.05-acre parcel at 7000 North Highway 89 that is the subject of this annexation request is adjacent to the northern Flagstaff city boundary and is located just east of North Highway 89. The parcel is within the Urban Service Boundary as identified by the Flagstaff Regional Plan 2030, and will receive city trash, water, and sewer service upon annexation. The subject site previously contained Blue Ribbon Homes (a manufactured home dealership) and is in the Heavy Commercial (CH-10,000) Coconino County zoning district. The parcel is proposed to be annexed into the Flagstaff city limits with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO). The applicant proposes to develop a 174-bed mental behavioral health and substance abuse treatment campus and set aside two areas for future commercial development.

After annexation, the subject parcel is proposed to be combined with the approximately 2.15-acre vacant parcel to the south (APN 113-17-011A), which is already inside the city limits. The combined parcels (12.21 acres total) will then be divided into four separate parcels. Parcels 1 and 2 will consist of the campus. Parcels 3 and 4 are proposed to be future commercial pads (conceptually shown as restaurants/cafes).

The applicant has also submitted a concurrent Concept Zoning Map Amendment request (PZ-20-00164-04) to rezone the northern 1.09 acres of the 10.05-acre parcel from HC to Rural Residential (RR) zoning once the parcel is annexed. The purpose of that request is to accommodate an Equestrian Recreational Facility that will provide equine therapy to patients. City Code Chapter 6-03: Animal Keeping does not allow large livestock (including horses) in the HC zone, but does allow large livestock in the RR zone. The Zoning Code allows Equestrian Recreational Facilities with a Conditional Use Permit in the RR zone.

Project History and Next Steps

The applicant submitted for Concept Plan and Concept Plat review prior to submitting Annexation and Concept Zoning Map Amendment applications. The purpose of the Concept Plan/Plat reviews is to determine whether the proposed project conceptually conforms with City Code. The City of Flagstaff Inter-Division Staff (IDS) made this determination and as such deemed both applications to be “Complete with Conditions” (the Concept Plan on March 16, 2021, and the Concept Plat on May 19, 2021).

The applicant will apply for Site Plan review and approval should the City Council approve the Annexation and Concept Zoning Map Amendment applications. Site Plan constitutes a formal approval, which, if obtained, will allow the applicant to apply for Civil Engineering Plans and Building Permit review, and for a Conditional Use Permit for the equestrian facility. The applicant will also submit for Final Plat review to subdivide the entire 12.21-acre site into four separate parcels. The City Council approves final plats.

Key Considerations:

This annexation will increase the corporate limits of the City of Flagstaff. Annexations are adopted by the City Council via ordinance. Ordinance No. 2022-01 annexes approximately 10.05 acres located at 7000 North Highway 89. Arizona Revised Statute 9-471 requires the governing body of the city or town to hold a public hearing to discuss the annexation proposal prior to annexing the subject property.

The applicant intends to build a rehab facility on the subject property. However, following annexation, the developer will be permitted to develop any project permitted in the HC Zone, subject to staff review for compliance with City Code.

Community Benefits and Considerations:

If annexed and ultimately developed as currently proposed, the project will provide a mental health and substance abuse treatment campus, as well as two commercial pads for future development. The project will provide significant edge improvements, enhanced landscaping, Dark Sky compliant lighting, and building architecture in compliance with the City of Flagstaff's architectural design standards.

Community Involvement:

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with State statute, a notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting at least three notices on the property, and mailing a notice to all property owners within 600 feet of the site (exceeding the 300-foot minimum notification area), and to the City's "Registry of Persons and Groups." Annexation notices were also provided to the Coconino County Recorder, County Assessor, County Community Development Department, and the Chair of the Board of Supervisors. 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 December 8, 2021. The Commission recommended approval of the annexation by a unanimous vote (5-members present). No public comments were received.

The applicant held a virtual neighborhood meeting on June 30, 2021, via Zoom as part of the Neighborhood Meeting public notification process required for annexations. During the meeting, the applicant provided background information about the project and answered questions posed by meeting attendees through the meeting chat or verbally. The applicant created a Record of Proceedings, which was provided to meeting attendees via hard copy mail and email in accordance with city code (and is included as part of the Public Participation Plan). Staff was subsequently contacted by three community members who requested additional information about the development.

Attachments:

City Council Presentation
Ord. 2022-01
Exhibit A & B: Legal Description & Map
Annex Application
Blank Annexation Petition
P&Z Staff Report
Annexation Map
Annexation Narrative
Legal Ad
Vicinity Map
Concept Plan, Plat, & Zoning Map Amendment
Concept Building Materials, Elevations, Floor Plans, Civic Space
Public Participation Plan



Flagstaff Rehab Campus Annexation Request Ordinance No. 2022-01

City Council| January 18, 2022

Genevieve Pearthree | Senior Planner

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Annexation Request Overview

- **Request:** Annex approximately 10.05 acres (1 parcel) at 7000 North Highway 89
- **Zoning after Annexation**: Highway Commercial (HC) with a Resource Protection Overlay (RPO)
- **Current Zoning:** Coconino County CH-10,000
- **Current Use:** Vacant (contained Blue Ribbon homes – manufactured home dealership)
- **Applicant:** Flagland LLC (current property owner)
- **Concurrent Concept Zoning Map Amendment request:** Rezone 1.09 acres (of 10.05-acre parcel) from HC with a RPO to Rural Residential (RR) with a RPO *(Ordinance No. 2022-02)*

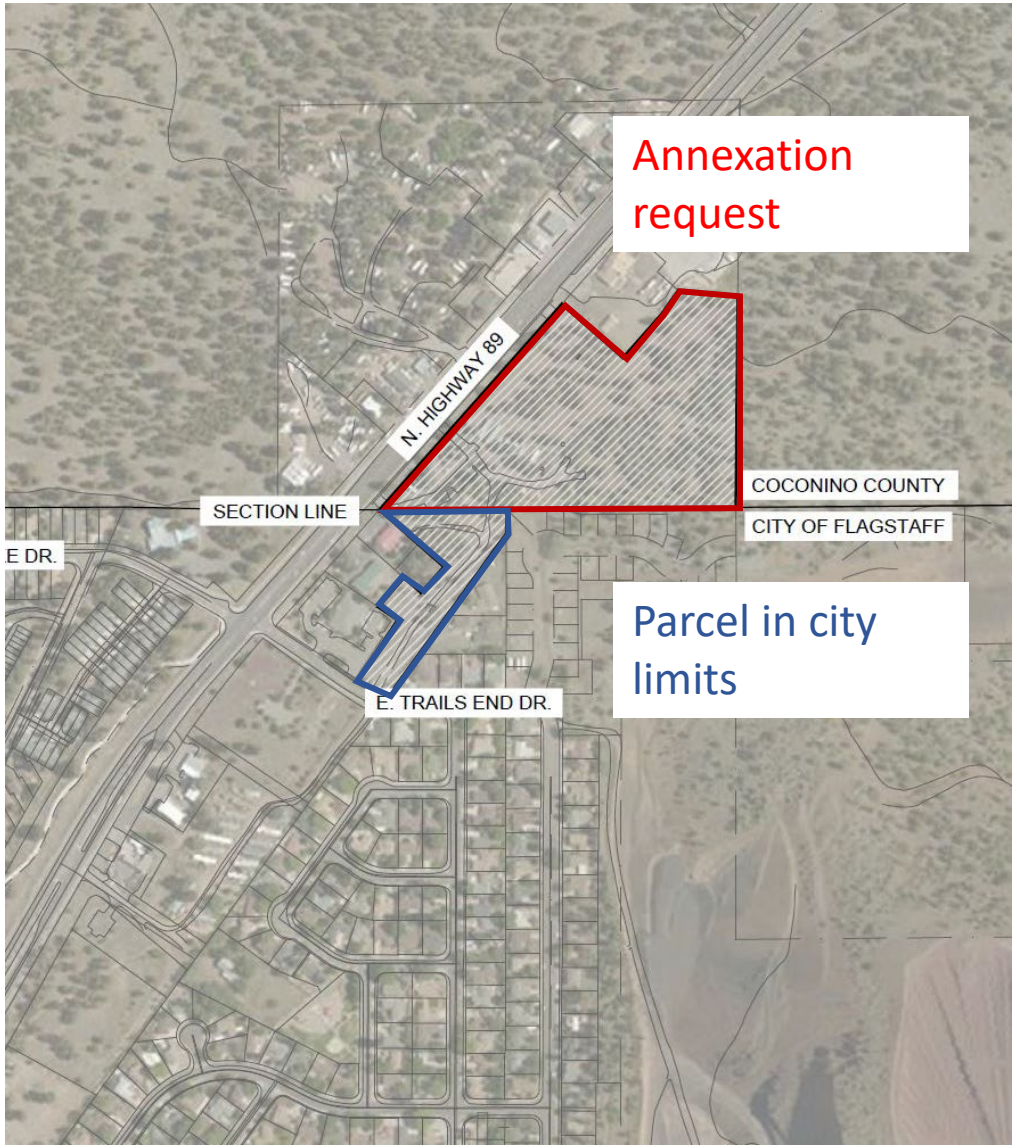
Project Location

7000 N. Highway 89



Development Overview

- Site is 12.20 acres total
  - Developer will combine 10.05-acre parcel with 2.15-acre vacant parcel to the south (in city limits, owned by Flagland LLC)
  - Developer will subdivide site into 4 parcels
- 174-bed mental behavioral health and substance abuse treatment campus
  - Parcel 1: Detox & Residential Treatment Center (includes equine therapy facility—focus of rezoning request)
  - Parcel 2: Sober Living Facility
- Parcels 3 & 4: 2 Commercial pads (future development)



Concept Plat

(PZ-20-00164-02)

"Complete with Conditions" by IDS staff on May 19, 2021

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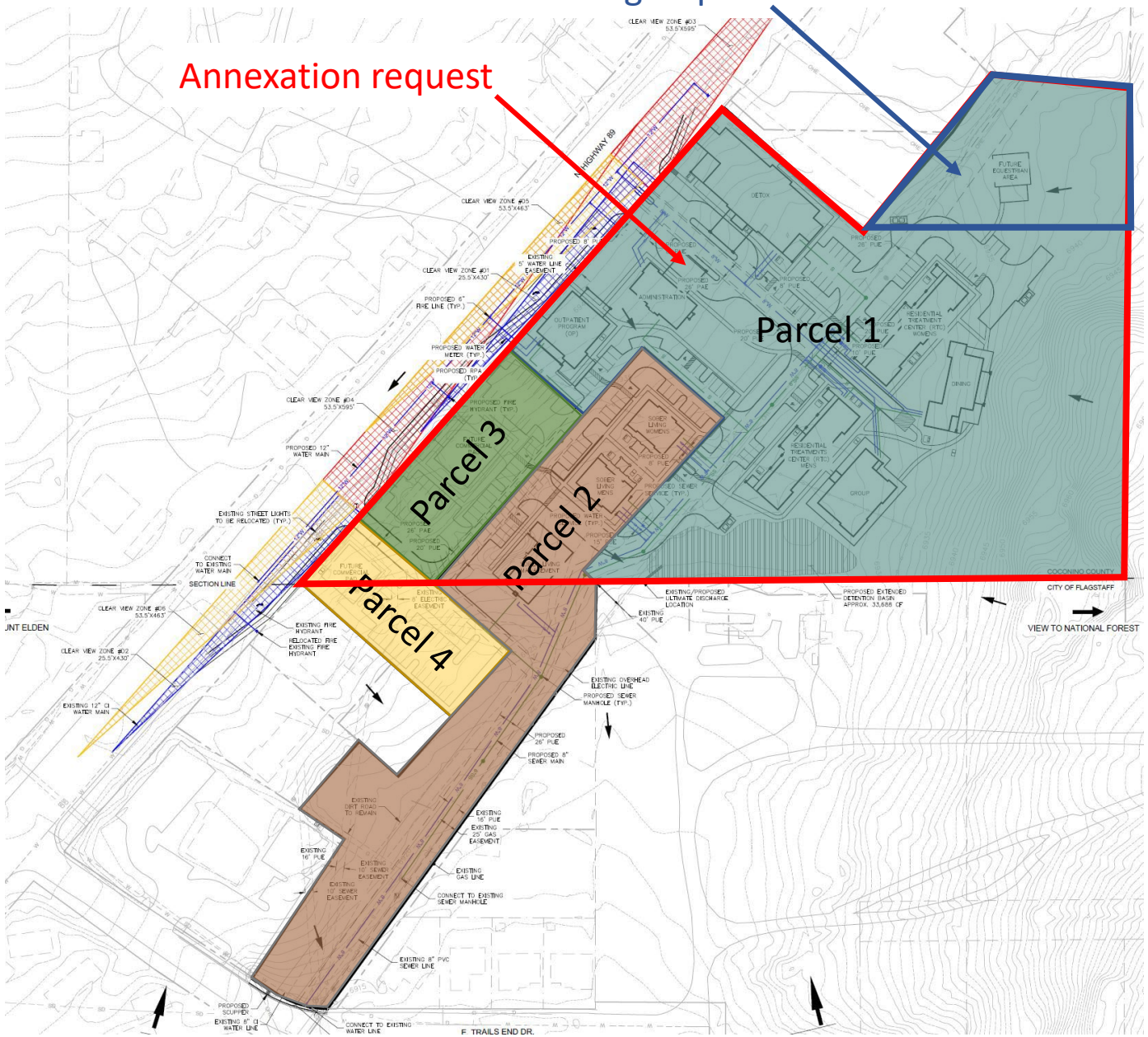
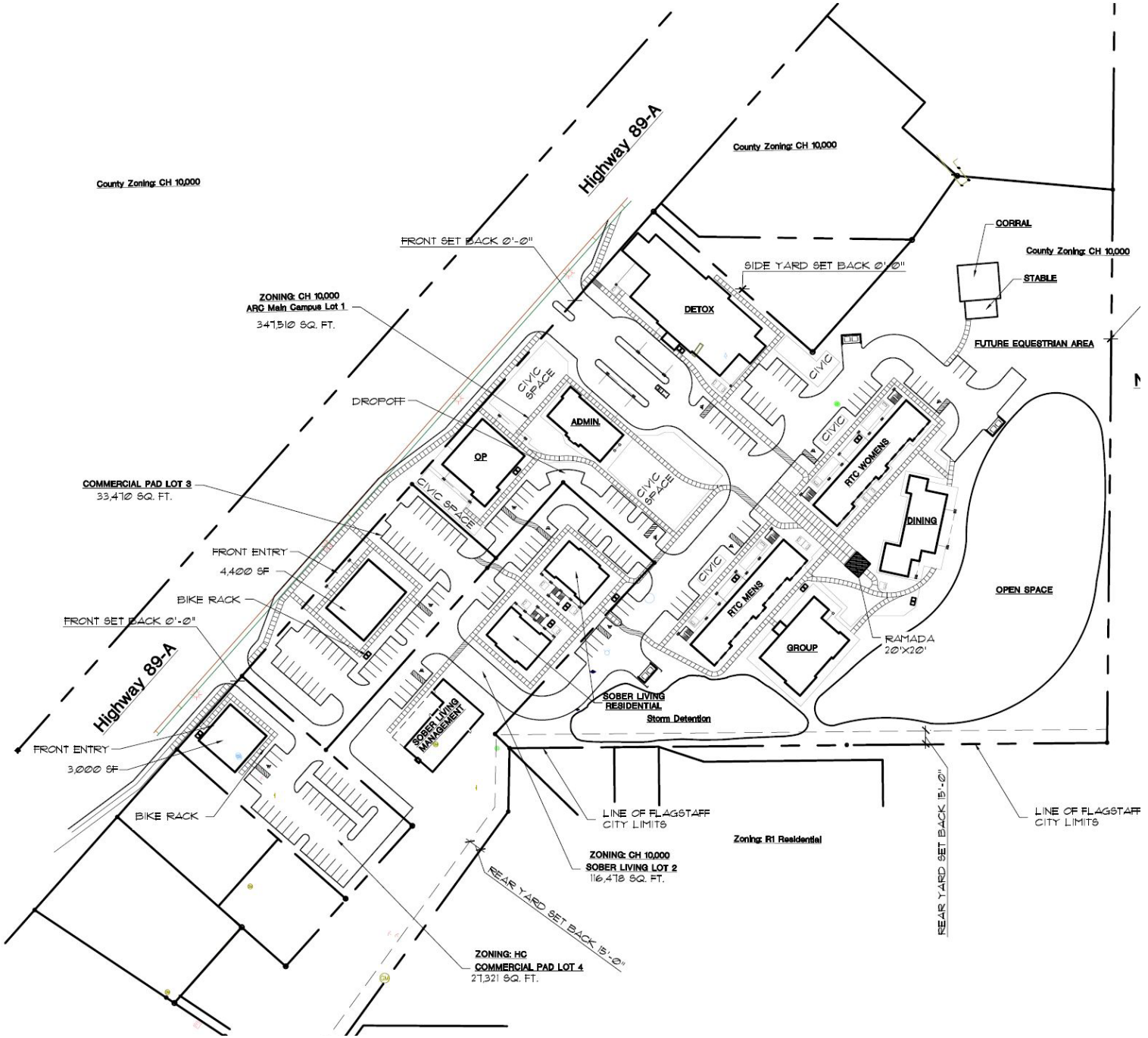


Concept Plan

(PZ-20-00164-01)

- "Complete with Conditions" by IDS staff on March 16, 2021 (not a formal approval)
- Site Plan review (future submittal) will provide formal approval



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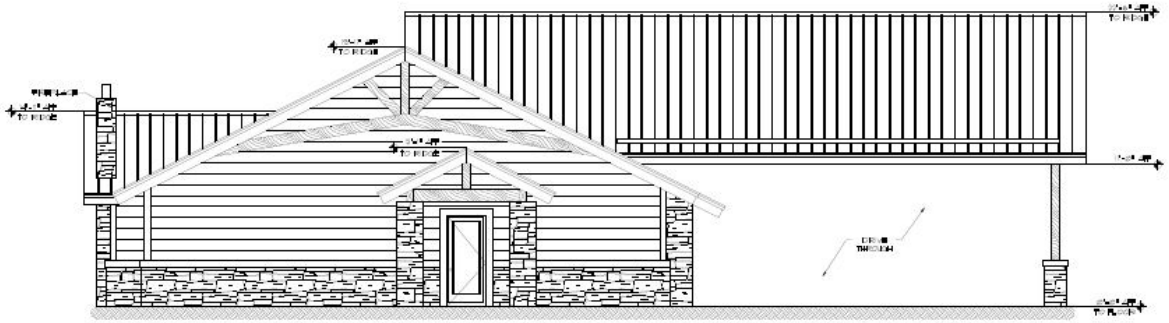
Proposed Building Elevations & Materials

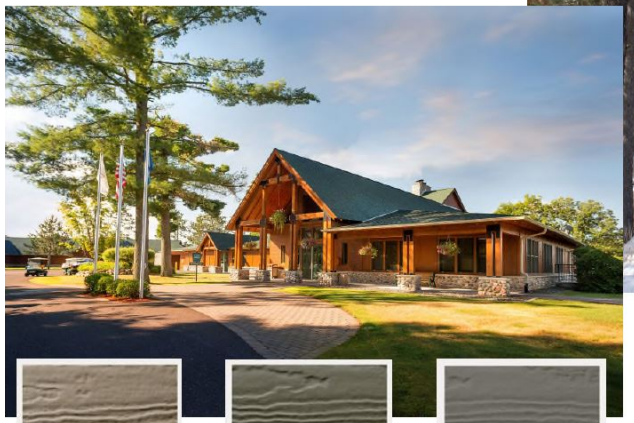


1 SOUTH ELEVATION



2 WEST ELEVATION

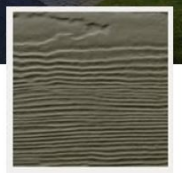
Flagstaff Location



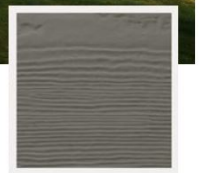




Khaki Brown ›



Timber Bark ›



Aged Pewter ›



Ledgestone Series

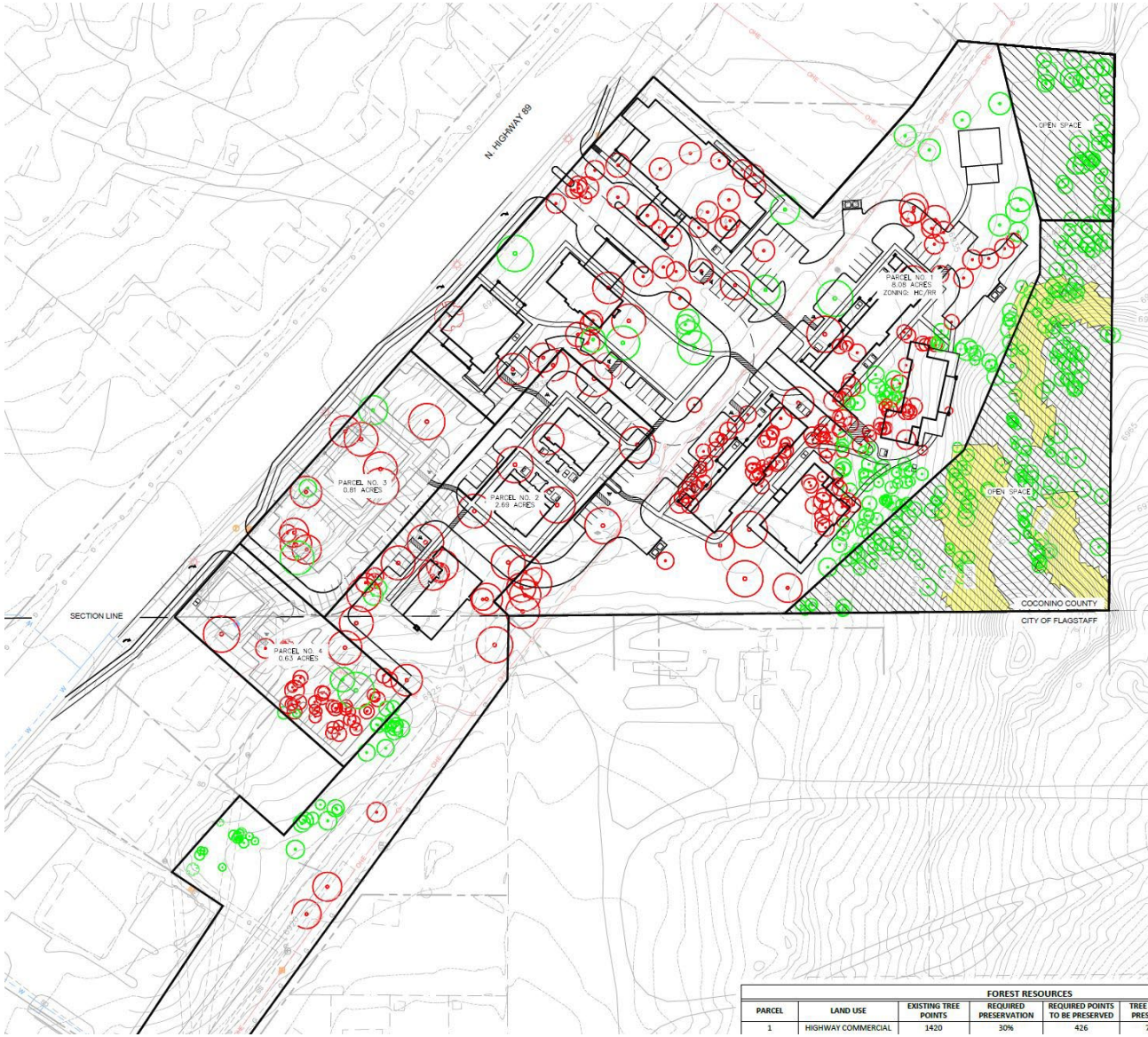


Stone Combinations

For reference only. Development layout, building elevations, etc., will be formally approved with Site Plan (future submittal)

Natural Resource Protection

- Receive Resource Protection Overlay (RPO) upon annexation
- Protect 63% of trees and 100% of steep slopes
- Minimum requirement
  - 30% trees
  - 70+% steep slopes



Citizen Participation

- Neighborhood meeting: June 30, 2021
  - Public Participation Report attached
- Planning and Zoning Commission: December 8, 2021
  - Voted 5-0 for recommendation of approval with conditions
- City Council Public Hearing: January 4, 2022
- City Council Ordinance 1st Read: January 18, 2022
- City Council Ordinance 2nd Read: February 1, 2022

Annexation Approval Criteria

Required Findings

Annexation requests must meet required findings for approval:

1) Comply with City Code Division 10-20.90: Annexations
2) Comply with Arizona Revised Statute 9-471
3) Meet applicable goals and policies in General Plan (Flagstaff Regional Plan 2030)

Finding 1: Public Systems Analysis

Traffic

- 2 full-access driveways and right turn lanes with bike lanes on Highway 89
- 5-foot landscaped parkway, and 6-foot sidewalk

Water and Sewer

- Extend 12-inch water line and 8-inch sewer line across property

Stormwater

- LID (low impact development) basin in southwest corner of site to capture and meter out stormwater

Finding 1: Public Systems Analysis

Schools

- Proposed development of the subject site will not affect the local school district

Fire Protection

- Served by Fire Station 3 at 4500 East Purina Avenue
- Within the desired response time from this station

Finding 2: Conformance with ARS 9-471

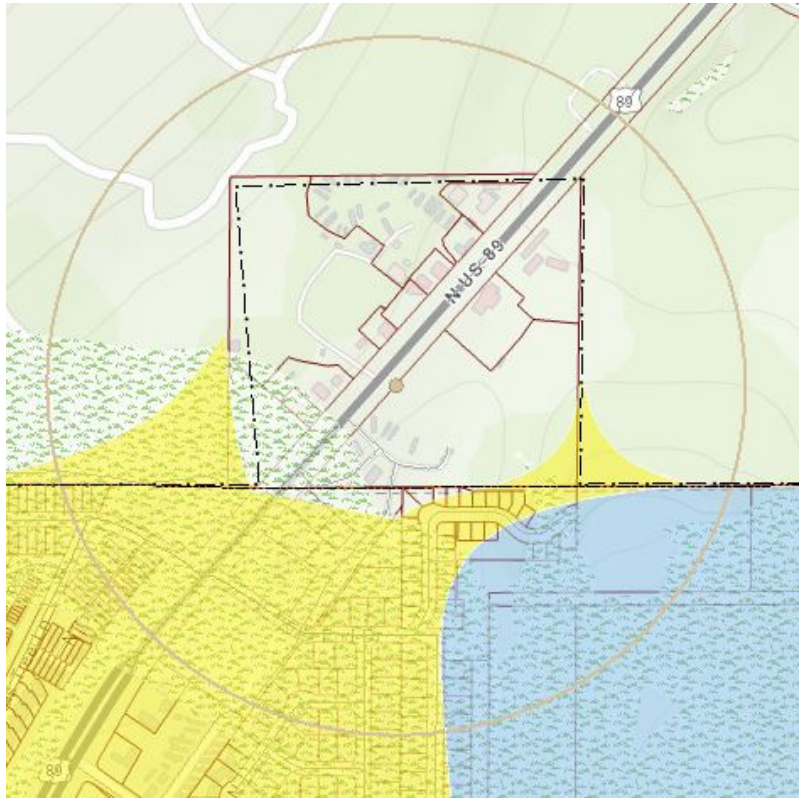
- Criteria for properties to annex (*contiguous* to city boundary)
  - ***Property is contiguous (eligible to annex)***
- Processes and procedures for cities to annex property
  - Annexed parcels must initially receive land use zone classifications with densities/uses no greater than permitted by Coconino County immediately before annexation

Permitted Uses and Minimum Lot Sizes/Dimensions	
County CH-10,000 Zone	**City Highway Commercial (HC) Zone**
Assisted Living Facilities, Convalescent Homes, and Residential Collective Home; Restaurants and retail bakeries	Custodial Care; Restaurant/Cafe
10,000 square foot minimum lot size; 50-foot min. width, 100-foot min. depth	9,000 square foot minimum lot size; 60-foot min. width, 100-foot min. depth

Finding 3: Flagstaff Regional Plan 2030

Meets applicable Regional Plan Goals & Policies

- Within the Urban Growth Boundary (UGB)
  - Eligible to receive city water & sewer service
- Property tax revenue to the City of Flagstaff
- Public health service to serve northern Arizona
- Significant road edge improvements, enhanced landscaping, Dark Sky compliant lighting, building architecture in compliance with COF architectural design standards



Staff Recommendation

Required Findings

The City Council shall find the Annexation application meets the required findings for approval:

1) Complies with City Code Division 10-20.90: Annexations
2) Complies with Arizona Revised Statute 9-471
3) Meets applicable goals and policies set forth in the City's General Plan (Flagstaff Regional Plan 2030)

Staff Recommendation

Staff and the Planning and Zoning Commission recommend the City Council, in accordance with the required findings, **approve the annexation request** with the following condition:

- The subject property shall enter into the City of Flagstaff corporate limits with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO)



Questions or Comments?

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882 ·

TEAM FLAGSTAFF

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ORDINANCE NO. 2022-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARIZONA REVISED STATUTES, BY ANNEXING CERTAIN LAND TOTALING APPROXIMATELY 10.05 ACRES LOCATED AT 7000 NORTH HIGHWAY 89, WHICH LAND IS CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, AND ESTABLISHING CITY ZONING FOR SAID LAND AS HIGHWAY COMMERCIAL, HC, WITH A RESOURCE PROTECTION OVERLAY, RPO

RECITALS:

WHEREAS, petitioner owns parcel APN 301-50-005G, consisting of 10.05 acres of land located within Coconino County, Arizona as property adjacent to the boundaries of the City of Flagstaff, and described in Exhibit A attached to and made a part hereof; and

WHEREAS, a petition in writing ("Petition") accompanied by a map or plot of said Property, having been filed and presented to the Mayor and Council of the city of Flagstaff, Arizona, signed by the owners of one-half or more in value of the real property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City of Flagstaff in the event of annexation of the territory and land hereinafter described, which said territory is contiguous to the City of Flagstaff and not now embraced within its corporate limits, asking that the Property be annexed to the city of Flagstaff, and that the corporate limits of the City of Flagstaff be extended and increased so as to embrace the same, and

WHEREAS, The Mayor and Council of the City of Flagstaff, Arizona, are desirous of complying with said Petition and extending and increasing the corporate limits of the City of Flagstaff to include said territory, as described in Exhibit A; and

WHEREAS, said Petition set forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Flagstaff, and had attached thereto at all times an accurate map of the territory desired to be annexed; and

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after said Petition had been signed by an owner of real and personal property in such territory; and

WHEREAS, the provisions of Section 9-471, Arizona Revised Statutes, and amendments thereto have been fully observed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Flagstaff, Arizona, together with a true and correct copy of the original Petition referred to herein, which is on file in the office of the Coconino County Recorder; and

WHEREAS, the development of the Property will be controlled by the conditions of approval of

the annexation application, other relevant provisions of the Zoning Code, and various other City codes regulating the development of the Property; and

WHEREAS, the Council finds that the proposed annexation for the Property has been considered by the Planning and Zoning commission and that the City staff and the Commission have each recommended that the Council proceed with the annexation at this time; and

WHEREAS, the council has reviewed the Staff Summary Report, which discusses the proposed annexation, and now finds that the annexation of the Property would be consistent with the objectives and policies of the Flagstaff Area Regional Plan 2030 ratified May 20, 2014 ("Regional Plan"); that the annexation of the Property would not be detrimental to the majority of the persons or property in the surrounding area or to the community in general; and the Council specifically further finds that the annexation of the Property and the existing and proposed uses thereon will further the objectives of the Regional Plan.

ENACTMENTS:

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

SECTION 1. That the following described territory be, and the same hereby is, annexed to the City of Flagstaff, and that the present corporate limits be, and the same hereby are, extended and increased to include the following described territory contiguous to the present City of Flagstaff corporate limits:

See attached Exhibit A which is incorporated herein by this reference.

SECTION 2. That the territory described in Exhibit A is annexed to the City of Flagstaff subject to the following condition:

That a copy of this Ordinance, together with an accurate map of the territory hereby annexed to the City of Flagstaff, certified by the Mayor of said City of Flagstaff, be forthwith filed and recorded in the office of the County Recorder of Coconino County, Arizona.

SECTION 3. That pursuant to the provisions of Section 9-471(L), Arizona Revised Statues, upon this Ordinance becoming final under the provisions of Section 9-471(D), Arizona Revised Statutes, the municipal zoning designation for the Property under the Zoning Code shall be:

1. The entirety of APN 301-50-005G will be located within the Highway Commercial (HC) zoning district and be designated with a Resource Protection Overlay (RPO).

2. The annexed parcel shall be placed in the City of Flagstaff Lighting Zone 3 and shall comply with City of Flagstaff Zoning Code Outdoor Lighting Standards.

SECTION 4. The Community Development Department of the City of Flagstaff is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with the ordinance.

SECTION 5. That the Flagstaff City Clerk shall provide a copy of the adopted annexation ordinance to the Clerk of the Coconino County Board of Supervisors within sixty (60) days of the annexation becoming final.

SECTION 6. 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 7. 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 as needed for purposes of clarity and form, or consistency, within thirty (30) days following adoption by the City Council.

SECTION 8. 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 February, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Legal Description

EXHIBIT 'A'
LEGAL DESCRIPTION
APN: 301-50-005G

A parcel of land as shown on an ALTA/NSPS Land Title Survey prepared by Extreme Measures Land Survey, Inc., dated March 13, 2020, job number 20-10 (herein referred to as R1), located in the southeast quarter of Section 32, Township 22 North, Range 8 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a rebar with broken cap at the southwest corner of said parcel, said point being in common with the southeasterly Right-of-Way line of North Highway 89, and the **TRUE POINT OF BEGINNING;**

Thence along the westerly line of said parcel, and along said Right-of-Way line, North 41°32'35" East, 796.79 feet (Basis of Bearing) to a the northwest corner of said parcel;

Thence leaving said Right-of-Way line, and along the northerly line of said parcel, South 48°30'15" East, 235.22 feet;

Thence continuing along said northerly line, North 41°29'45" East, 166.15 feet;

Thence continuing along said northerly line, North 35°13'32" East, 86.92 feet;

Thence continuing along said northerly line, South 84°57'36" East, 173.32 feet to the northeast corner of said parcel;

Thence along the east line of said parcel, South 00°35'29" West, 613.72 feet to the southeast corner of said parcel;

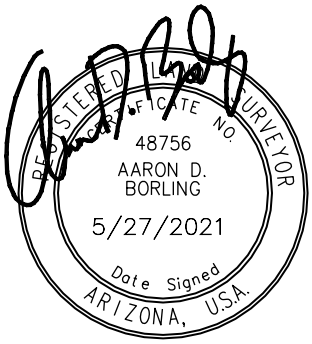
Thence along the south line of said parcel, South 89°29'23" West, 662.50 feet to an illegible aluminum cap at the south quarter corner of Section 32;

Thence continuing along said south line, South 89°49'18" West, 368.66 feet to the **TRUE POINT OF BEGINNING.**

Containing 10.05 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

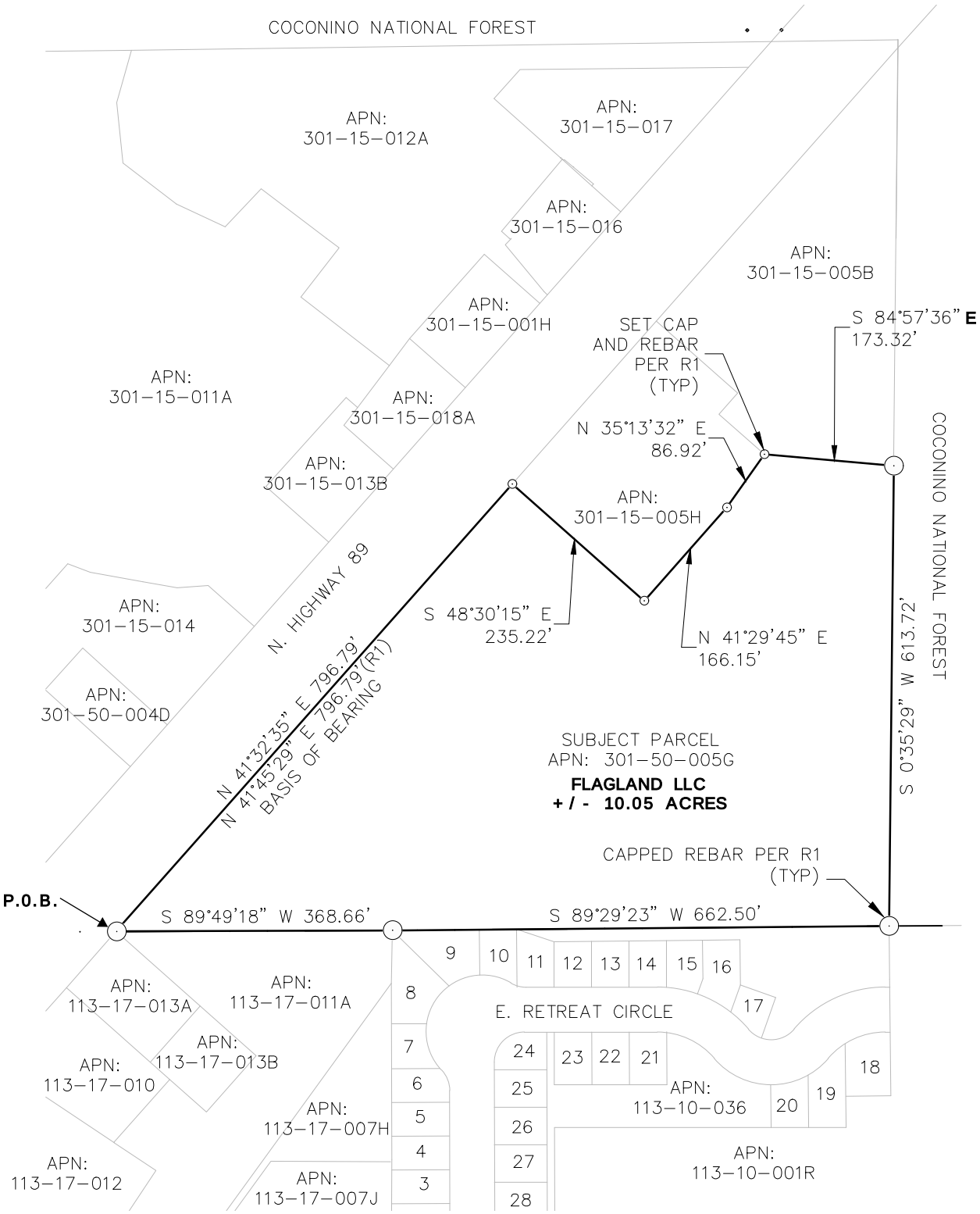
This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



PLOTTED: May 27, 2021–3:57pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32,
TOWNSHIP 22 NORTH, RANGE 8 EAST
OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



Shephard Wesnitzer, Inc.	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swiaz.com	JOB NO. 20136 DATE MAY 21 SCALE 1" = 200' DRAWN RPR DESIGN CHECKED ADB	FLAGSTAFF REHAB CAMPUS COCONINO COUNTY ARIZONA LEGAL EXHIBIT	SHEET 2 OF 2

FILE: P:\2020\20136\SURVEY\LEGAL DESCRIPTIONS\20136_ANNEXATION_EX.DWG ABORLING

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

ANX

Date Received	Application for Annexation	File Number

Property Owner(s) Flagland LLC	**Title**	**Phone** (602) 882 7451 / (520) 400-4111	**Email** mzipprich@enrpi.com
Mailing Address 7144 E. Stetson C-200			**City, State, Zip** Scottsdale, AZ 85251
Applicant same as above	**Title**	**Phone**	**Email**
Mailing Address			**City, State, Zip**
Project Representative Stephen Irwin	**Title** P.E.	**Phone** (928) 773-0354	**Email** sirwin@swiaz.com
Mailing Address 110 W. Dale Ave.			**City, State, Zip** Flagstaff, AZ 86001

Site Address 7000 N. Hwy 89	**Parcel number(s)** 30150005G	**Subdivision, Tract & Lot Number** N/A
Existing Zoning District CH-10,000	**Existing Regional Plan Land Use Category** Suburban	
Proposed Zoning District Highway Commercial (HC) & Rural Residential (RR)	**Proposed Regional Plan Land Use Category** Rural	
Present Use Blue Ribbon Homes	**Proposed Use** Flagstaff Rehab Campus	

Summarize Reason for Request (Attach additional sheets if necessary):

The proposed development will overlap two existing parcels, one parcel is located within the City limits and the other in the County. The project would like to annex the County parcel into the City limits in order to construct the Flagstaff Rehab Campus as part of the overall development. The development will provide additional parcels for future development within the City.

Note:
Indicate how the annexation will not be detrimental to the majority of persons or properties in the surrounding area, or to the community in general. If a modification to the Regional Land Use and Transportation Plan or a Zoning Map Amendment is requested, clearly state the reasons for such changes (a separate application is required).

Property Owner Signature	Date	Applicant Signature	Date
MANAGER	5/17/21	MANAGER	5/17/21

For City Use

Date Filed:	Fee Receipt Number:	Amount:	Date:

Type of Request: ☐ Annexation ☐ Continued

Publication and Posting Date(s): | **File Number:**

Action by Planning and Zoning Commission:	Action by City Council
Hearing Date:	Hearing Date:
☐ Approved ☐ Continued ☐ Denied	☐ Approved ☐ Continued ☐ Denied

Staff Assignments	Planning	Engineering	Fire	Stormwater	Utilites/PW

Revised 1/31/18

For pickup by City of Flagstaff
Attn: Genevieve Pearthree

ANNEXATION PETITION

Case Number: PZ-20-00164-03 Address: 7000 North Highway 89

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA:

1. I, (We), the undersigned, owner(s) of the real and personal property, more specifically described in Exhibit(s) attached hereto and incorporated herein by reference, hereby request that the City of Flagstaff annex said property. This request is made pursuant to A.R.S. 9-471 et. seq.
2. Property owner(s) to sign petition thirty (30) days after and within one year of the above-indicated recorded date.

DATE	SIGNATURE OF OWNER	ADDRESS	ASSESSORS PARCEL NUMBER
	Flagland LLC	7144 East Stenson Drive, C-200 Scottsdale, AZ 85251	301-50-005G

3. The City Council may determine the exact boundary of said territory to be annexed; provided, however, the said annexation area lies wholly within the above described area and, provided further, that the provisions of Section 9-471, A.R.S. are fully observed and complied with.

PLANNING AND DEVELOPMENT SERVICES STAFF REPORT

Flagstaff Rehab Campus Annexation Request

PUBLIC HEARING
PZ-20-00164-03

DATE: November 23, 2021
MEETING DATE: December 8, 2021
REPORT BY: Genevieve Pearthree

REQUEST:
A request from Flagland, LLC to annex approximately 10.06 acres located at 7000 North Highway 89. The property is identified as Coconino County Assessor's Parcel Number 301-50-005G. The current owner is Flagland LLC.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the annexation application to the City Council with a recommendation for approval with conditions.

PRESENT LAND USE:
The subject site previously contained Blue Ribbon Homes, a manufactured home dealership. The site is heavily treed and has steep slopes toward the eastern property boundary.

PROPOSED LAND USE:
If this annexation is approved, the property will be designated with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO) to facilitate the development of a 174-bed mental behavioral health and substance abuse treatment campus and two commercial pads. After annexation, the site is proposed to be combined with the vacant parcel to the south (APN 113-17-011A), which is already in city limits, and then be subdivided into four separate parcels. Parcels 1 and 2 will consist of the campus, while parcels 3 and 4 are identified as future commercial development (they are conceptually shown as restaurant/café uses).

NEIGHBORHOOD DEVELOPMENT:
See the attached vicinity map.

North: Commercial development (Mary's Café and Conoco Gas Station), Coconino County CH-10,000 Zone
South: Vacant parcel APN 113-17-011A, City of Flagstaff Highway Commercial (HC) zone; Trails End Retreat single-family residential subdivision, City of Flagstaff Single-Family Residential (R1) zone
East: National Forest, Coconino County AR-2 ½ Zone
West: Highway 89; several commercial developments across the street, Coconino County CH-10,000 Zone

REQUIRED FINDINGS:
The Commission shall find that the requested annexation complies with Section 9-471 of the Arizona Revised Statutes, the applicable goals and policies set forth in the City's General Plan (Flagstaff Regional Plan 2030), and Flagstaff Zoning Code Division 10-20.90: Annexations.

STAFF REVIEW:

1. Project Information

A. Overview
The parcel at 7000 North Highway 89 (APN 301-50-005G) that is the focus of this approximately 10.06-acre annexation request is adjacent to the northern Flagstaff city boundary and is located just east of North Highway 89. The parcel is within the Urban Service Boundary as identified by the Flagstaff Regional Plan 2030 (the Regional Plan),

and will receive city trash, water, and sewer service upon annexation. The subject site previously contained Blue Ribbon Homes (a manufactured home dealership) and is in the Heavy Commercial (CH-10,000) Coconino County zoning district. The parcel is proposed to be annexed into the Flagstaff city limits with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO). The applicant proposes to develop a 174-bed mental behavioral health and substance abuse treatment campus and set aside two areas for future commercial development.

After annexation, the subject parcel is proposed to be combined with the approximately 2.15-acre vacant parcel to the south (APN 113-17-011A), which is already inside the city limits. The combined parcels (12.21 acres total) will then be divided into four separate parcels. Parcels 1 and 2 will consist of the campus. The proposed use, Custodial Care (a sub-category of Institutional Residential), is allowed in the HC Zone, but requires a Conditional Use Permit (CUP) if there are shelter facilities located within ¼ mile. The applicant conducted an analysis of all development within ¼ mile of the subject property and determined that no such facilities are present within this radius. Parcels 3 and 4 are proposed to be future commercial pads (conceptually shown as restaurants/cafes).

The applicant has also submitted a concurrent Concept Zoning Map Amendment request (PZ-20-00164-04) to rezone the northern 1.10 acres of the subject parcel from HC to (RR) Rural Residential zoning once the parcel is annexed. The purpose of that request is to accommodate an Equestrian Recreational Facility that will provide equine therapy to patients and be an accessory use to the primary Custodial Care Use. City Code Chapter 6-03: Animal Keeping does not allow large livestock (including horses) in the HC zone, but does allow large livestock in the RR zone. The Zoning Code allows Equestrian Recreational Facilities with a CUP in the RR zone. The Zoning Map Amendment case is conditioned on a successful Annexation case.

B. Project Details

As discussed previously, after annexation the subject parcel is proposed to be combined with the approximately 2.15-acre vacant parcel to the south (APN 113-17-011A), which is already inside the city limits. The combined parcels (12.21 acres total) will then be divided into four separate parcels through the subdivision plat process.

Parcel 1 (approximately 8.08 acres) will consist of a rehabilitation substance treatment campus containing 30 beds for detox and 80 beds for residential treatment (40 beds for women and 40 for men). There will be 51,587 square feet of buildings:

- Residential Treat Center (Men): 10,546 square feet building
- Residential Treatment Center (Women): 10, 546 square feet building
- Dining Hall: 4,128 square feet building, 1,670 square feet patio
- Group activities: 5,333 square feet building, 3,116 square feet patio
- Detox: 11,550 square feet building, 1,191 square feet patio
- Administration: 3,231 square feet
- Outpatient Program: 4,453 square feet building, 1,627 square feet patio
- Equestrian Area: 1,800 square feet stable, 700 square feet patio

The buildings are currently proposed to be 1-2 stories and are discussed for reference only. Building floor plans and elevations will be formally reviewed and approved with a future Site Plan application.

Parcel 2 (approximately 2.69 acres) is proposed to contain a 64-bed sober living facility (32 beds for women and 32 beds for men), consisting of 13,922 square feet of new buildings:

- Sober Living (Women): 4,974 square feet
- Sober Living (Men): 4,974 square feet
- Sober Living Management: 3,974 square feet

The buildings are currently proposed to be 1-2 stories and are discussed for reference only. Building floor plans and elevations will be formally reviewed and approved with Site Plan.

Parcel 3 (0.81 acres) and parcel 4 (0.63 acres) will be set aside for future commercial development. On the Concept Plan they are shown as future restaurants/cafes (a 4,400 square-foot building on parcel 3 and a 3,000 square-foot building on parcel 4). These parcels are not intended to be developed at this time. Development on these sites will be approved with future Site Plan submittals for each parcel.

The entire development site is required to meet the resource protection standards for either commercial or residential zones. The HC zone section is required to protect at least 30% of tree resources. The RR zone section is required to protect at least 50% of the tree resources. The site is protecting 63% of tree resources total. Commercial zones require at least 60% of slopes with a 17-24.99% grade to be protected and residential zones require at least 70% protection; the project is protecting 100% of these slopes. There are no slopes steeper than 24.99% on the site.

C. Project History and Next Steps

The applicant submitted for Concept Plan and Concept Plat review prior to submitting Annexation and Concept Zoning Map Amendment applications. The purpose of the Concept Plan/Plat reviews is to determine whether the proposed project conceptually conforms with City Code. The City of Flagstaff Inter-Division Staff (IDS) made this determination and as such deemed both applications to be "Complete with Conditions" (the Concept Plan on March 16, 2021 and the Concept Plat on May 19, 2021).

The applicant will apply for Site Plan review and approval should the City Council approve the Annexation and Concept Zoning Map Amendment applications. Site Plan constitutes a formal approval, which, if obtained, will allow the applicant to apply for Civil Engineering Plans and Building Permit review. The applicant will also be required to receive a Conditional Use Permit (CUP) for the proposed equestrian facilities in the 1.1-acre RR Zone section of Parcel 1. The CUP public hearing before the Planning and Zoning Commission can be scheduled after Site Plan approval.

The applicant will also submit for Final Plat review as part of the Modified Subdivision Process to subdivide the entire 12.21-acre site into four separate parcels. The City Council approves final plats.

II. Required Findings

If this annexation request is approved, the City of Flagstaff corporate limits will expand to include an approximately 10.06-acre parcel that will be designated with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO). The requirements and procedures for annexing real property into the city are provided by Section 9-471 of the Arizona Revised Statutes, the applicable goals and policies set forth in the City's Regional Plan, and Flagstaff Zoning Code Section 10-20.90: Annexations. The Commission shall find that the Annexation request complies with these standards.

A. Arizona State Statute Compliance

Arizona Revised Statute 9-471 sets forth the standards for properties that can be annexed, along with required processes and procedures for cities and towns to annex real property. This statute allows cities and towns to annex property that is contiguous to the exterior boundaries of the city or town into which it will be annexed. Subsection S of ARS 9-471 states that a parcel is considered contiguous if it meets these requirements:

1. The territory is owned by one person
2. The city or town and the owner of the real property agree to the annexation
3. The territory adjoins the exterior boundary of the annexing city or town for at least three hundred feet

The parcel subject to this annexation request meets this requirement. It has just one owner (Flagland LLC), who is also the applicant. The shared boundary between APN 301-50-005G and the current City of Flagstaff corporate boundary is approximately 1,031.16 linear feet.

This statute also requires cities to adopt a zoning classification that permits densities and uses no greater than those permitted by the County immediately before the annexation. The current County zoning is CH-10,000 Commercial Heavy Zone, which requires a 10,000 square foot minimum parcel size. The closest City zoning classification is the HC zone, which allows Custodial Care and Restaurant/Café land uses and has a 9,000 square foot minimum lot area.

Adoption of a similar zoning classification through annexation does not require a separate rezoning ordinance. However, because the applicant is electing to rezone the northern 1.10-acres of the subject parcel as Rural Residential (RR), a separate Concept Zoning Map Amendment is required. The applicant has submitted this application (PZ-20-00164-04) concurrently. Please see the separate Planning and Zoning Commission Zoning Map Amendment Staff Report for more information about the rezoning request.

B. City of Flagstaff Regional Plan 2030 Compliance

All proposed annexations shall be evaluated as to whether the application is consistent with the policies of the General Plan. For clarification, the City's General Plan is titled *Flagstaff Regional Plan 2030* (the Regional Plan). The Regional Plan (Maps 21 and 22 on pages IX-26 through 29) designates this parcel as an Area in White, which retains its existing entitlements. The Regional Plan also identifies this parcel as a future Rural Pedestrian Shed.

The proposed annexation should not be detrimental to most of the persons or property in the surrounding area or the community in general (Regional Plan, pg. III-10). Additionally, the City's basic position regarding annexation is that the annexation must demonstrate a favorable benefit to the taxpayers of the City. The property is currently assessed property tax as at the rate for parcels in unincorporated Coconino County. Once the site is annexed, redeveloped, and the two existing parcels are subdivided into four parcels, the parcels will be assessed property tax at the rate for parcels incorporated into the city limits.

This property is located within the Urban Growth Boundary (UGB) per the Regional Plan. Thus, for the annexation application, staff is not required to analyze all of the Regional Plan goals and policies—just the basic annexation policies as outlined here. The UGB includes all the lands and future land uses that have been included in the City's Arizona Department of Water Resources (ADWR) 100-year adequate water supply designation. The following Regional Plan policies are considered by staff to be the most pertinent to the annexation:

- **Policy LU.7.2 (page IX-32)** - Require unincorporated properties to be annexed prior to the provision of City services, or that a pre-annexation agreement is executed when deemed appropriate.
- **Policy WR.4.3 (page VI-13)** - Development requiring public utility services will be located within the Urban Growth Boundary.

The proposed development, which will be partially located on the currently unincorporated parcel, will require new City water and sewer services once annexed. The proposed annexation is consistent with the relevant goals and policies of the Flagstaff Regional Plan 2030, and furthermore the application complies with all the requirements set forth in the Arizona Revised Statutes related to annexations.

The Regional Plan policies associated with the Concept Zoning Map Amendment case are analyzed as part of the Staff Report for that case and are not included here. This is because the primary uses proposed on the parcel subject to the annexation request—Custodial Care and Restaurant/Café—are allowed in the HC zone. The equine therapy facility is proposed as an accessory use to the primary Custodial Care use.

C. Public Facilities and Service Impact Analysis

One of the requirements of Flagstaff Zoning Code Section 10-20.90: Annexations is for the applicant to include information on how the development will be provided with appropriate levels of infrastructure and services within 10 years after the annexation. The applicant provided the following impact analyses, which were used to determine required infrastructure improvements.

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. According to the Traffic Impact Statement provided by CivTech Inc., the campus and the two commercial pads are anticipated to generate 91 new vehicle trips during the AM peak hour and 96 new vehicle trips during the PM peak hour. A full TIA is required when 100 or more new peak hour trips are generated.

The Impact Statement estimated traffic counts and public transportation usage for the new development by evaluating existing traffic patterns at the applicant's campus in Tucson, AZ, and using standard traffic estimates for sit down restaurants (the applicant selected this use because it is on the higher end of potential traffic counts for the two new commercial pads—parcels 3 and 4—adjacent to the campus). Most new peak hour trips are anticipated to be generated by the commercial pads. Most vehicular traffic to the campus is anticipated to be generated by employees and visitors because no patients will use personal vehicles or take public transportation to access the site. All patient trips will either be in vans operated by the facility or in third party private vehicles (the Tucson facility currently operates a 6-passenger and a 15-passenger van for client travel; the Flagstaff facility intends to do something similar). Further, only two employees are anticipated to use public transportation daily (this estimate was based on employee public transit usage at the Tucson facility).

Transportation Improvements

The Traffic Statement identified the need for two new full-access driveways from North Highway 89 (there is an existing driveway to Blue Ribbon Homes that will be closed when the site redevelops). Both driveways will be served by new right turn lanes. North Highway 89 already includes a continuous left turn lane. The development will dedicate additional right of way to accommodate the right turn lanes as well as edge improvements (5-foot landscaped parkway, 6-foot sidewalk, curb, and gutter).

The project site is not currently serviced by transit. The closest bus stop is located 0.25 miles to the southwest on North Christmas Tree Lane. From there, the bus goes southwest along North Highway 89 to central Flagstaff. The Regional Plan identifies a future express route along North Highway 89.

Pedestrian and bicycle access to the subject property is provided by existing sidewalks and bike lanes on North Highway 89, in addition to the new sidewalk/parkway to be installed by the project adjacent to the site.

The City approved the Traffic Statement on September 2, 2021. Highway 89 is ADOT (Arizona Department of Transportation) right of way, however, which means ADOT will need to provide final review and approval of the construction plans as part of the Site Plan review process.

ii. Water and Sewer Impact Analysis

The City of Flagstaff Water Services Division completed a Water and Sewer System Analysis for the proposed project on October 26, 2021. The proposed development is located within the City of Flagstaff Urban Growth Boundary per the Regional Plan, and can be served by City water and sewer utilities. Currently there is no infrastructure in the ground on-site to support this development, so all on-site sewer and water systems will have to be designed and built. No off-site water or sewer improvements will be required. It is the developer's responsibility to design and construct all on-site and connecting water infrastructure per the City of Flagstaff Engineering Standards.

Water and Sewer Improvements

Currently, all public water infrastructure exists near the property (there is an existing 12-inch water line in North Highway 89 that dead ends at the southern property limits and an 8-inch main in Trails End Drive. These mains fall within the City of Flagstaff pressure Zone 'B'. The City of Flagstaff will provide water and sewer service to this site upon acceptance and dedication of all required public improvements. The 12-inch waterline along North Highway 89 will be extended across the frontage of the property in the public right of way. This line will support several connections to service the proposed development throughout the site: an 8-inch domestic waterline that will provide service to the nine (9) new buildings on site and loop to the 8-inch main in East Trails End Drive, a 4-inch fire sprinkler line, and four fire hydrants.

Sewer service will be provided by a connection to an existing 8-inch sewer line in the southwest corner of the site that flows to East Trails End Drive. The project will be required to extend the 8-inch sewer line from the southern boundary to the northern boundary of the development site to allow for future connections in accordance with Zoning Code section 10-30.50.060.C: Public Improvements.

iii. Stormwater Analysis

The subject property is in FEMA Zone X, which is defined as an area with a minimal flood hazard. The site's overall drainage concept is for stormwater to drain away from the proposed buildings while not having any negative impact on the drainage that enters from, and flows to, adjacent properties. To do this, the development will provide detention (Low Impact Development—LID) to offset additional stormwater runoff associated with an increase in impervious surfaces on the site. To determine required stormwater infrastructure, the applicant has submitted a Preliminary Drainage Report that analyzed the peak discharge rates for the 2-, 10-, and 100- year storms in pre-and post-development conditions.

The Drainage Report divided the drainage of the site into three drainage basins: stormwater runoff entering the existing drainage channel (B1), runoff entering East Trails End Drive (B2), and offsite flows (B3). Drainage Basin B1 includes rehabilitation substance treatment campus, sober living units, one of the future commercial lots, and associated sidewalk and parking areas. The stormwater discharge location for this drainage basin is the existing drainage channel located at the adjacent property boundary next to the Trails End Subdivision. Drainage Basin B2 will include the remainder of the on-site area, which includes the other lot for future development. The stormwater discharge location for this drainage basin is East Trails End Drive. Drainage Basin B3 is the offsite portion of the site on North Highway 89 and East Trails End Drive, which includes the proposed right turn lanes and sidewalks along the frontage roads.

Stormwater Improvements

The Preliminary Drainage Report identified the need for an extended detention basin in the southern portion of the site to provide the required detention/LID storage volume. The site will surface drain where possible and have catch basins and storm drain to convey flows to the extended detention basin. The storm drain infrastructure will be further designed with the Site Plan submittal and Civil Plan review. Based on the proposed site mitigation measures, the development of the site will not have any additional impacts to the downstream drainage conditions.

iv. Schools

The proposed development of the subject site will not affect the local school district.

v. Fire Protection

According to Fire Department staff, the site will be served by Fire Station 3, located at 4500 East Purina Avenue. The site is within the desired response time.

D. Citizen Participation

i. 10-20.30.060: Neighborhood Meeting

The applicant held a virtual neighborhood meeting via Zoom on June 30, 2021 required for Annexation applications per section 10-20.30.060: Neighborhood Meeting of the Zoning Code. Prior to holding the meeting, the applicant submitted a Neighborhood Meeting Plan in compliance with this section that identified the required parties to be notified, notification methods, and how the meeting would be conducted. City Code requires the applicant to notify property owners, citizens, jurisdictions and public agencies within 300 feet of the development or that may be affected by the application, but gives the Planning Director discretion to expand the notification area if deemed necessary. The Planning Director determined that a 600-foot notification radius was appropriate to capture all nearby property owners.

During the meeting the applicant provided background information about the project and answered questions posed by meeting attendees through the meeting chat or verbally. The applicant created a Record of Proceedings, which included background materials shared during the meeting and a list of questions from meeting attendees and responses. This document was provided to meeting attendees and city staff via hard copy mail and email in accordance with city code. Staff was contacted by two community members who requested additional information about the development.

The applicant requested, and received approval from the Planning Director, to waive the requirement for the second neighborhood meeting because the Record of Proceedings was deemed sufficient to address meeting attendees' questions (most of which focused on the details of how the facility would operate).

B. 10-20.30.080: Notice of Public Hearings

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with Arizona State Statute and City Code, 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 required government agencies and all property owners within 600 feet (exceeding the minimum of 300 feet) of the site excluding rights-of way. No public comments have been received as of the writing of this report.

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the annexation application meets the required findings for approval: 1) it complies with City Code section 10-20.90: Annexations, 2) it complies with Arizona Revised Statute 9-471, and 3) it meets applicable goals and policies set forth in the City's General Plan, "Flagstaff Regional Plan 2030".

Recommendation

Staff recommends the Planning and Zoning Commission, in accordance with the required findings presented in this report, forward the annexation request to the City Council with a recommendation for approval with the following conditions:

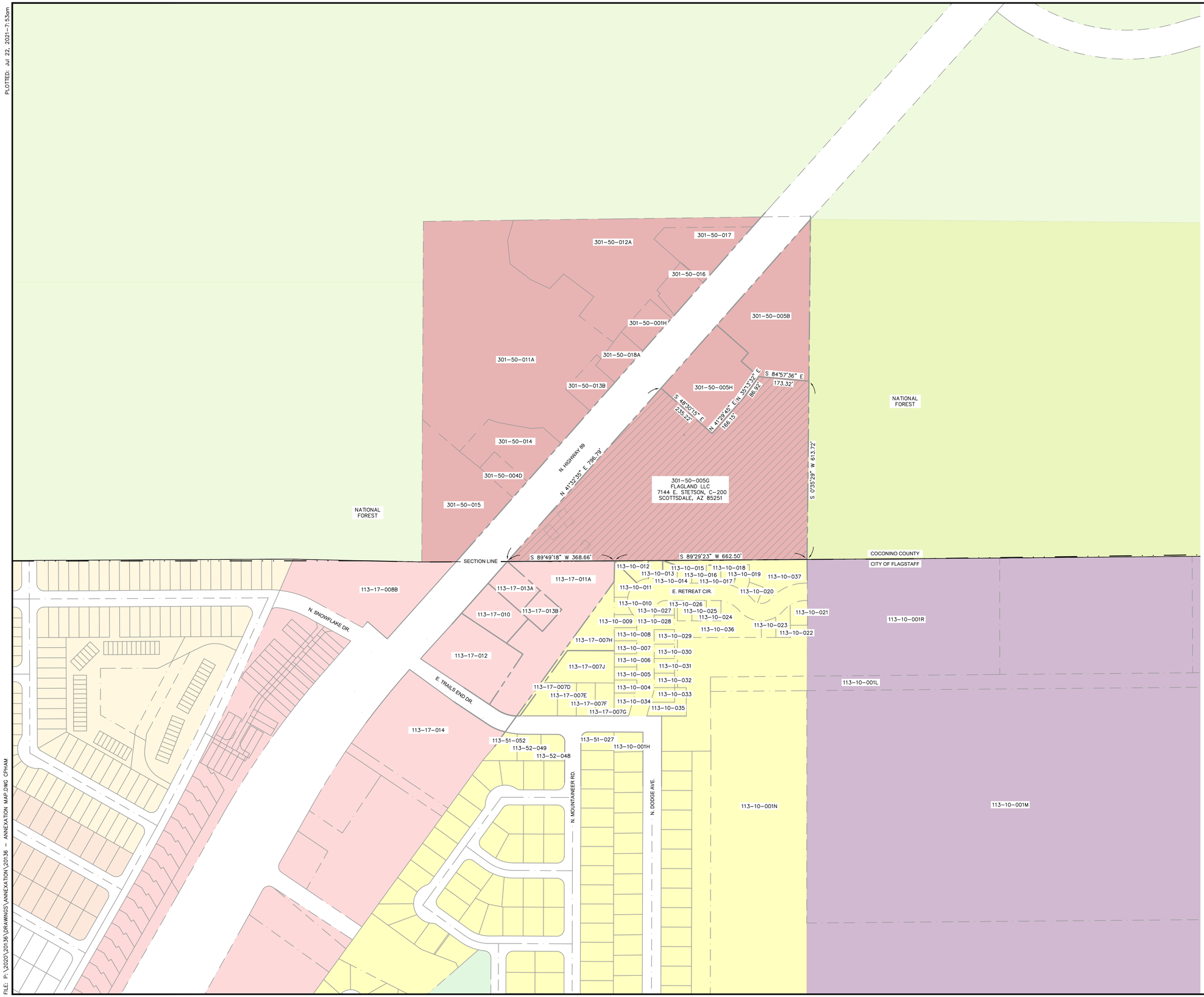
1. The subject property shall enter into the City of Flagstaff corporate limits with Highway Commercial (HC) zoning and a Resource Protection Overlay (RPO).

Attachments:

1. Application
2. Blank Annexation Petition and Legal Description
3. Proposed Annexation Map
4. Annexation Narrative
5. Public Hearing Legal Ad

6. Vicinity Map
7. Zoning Vicinity Map
8. Concept Plan, Concept Plat, and Concept Zoning Map Amendment
    - Civil and Architectural Concept Plan
    - Concept Plat, including Preliminary Landscape Calculations and Natural Resource Protection Plan
    - Concept Zoning Map Amendment, including requirement to extend sewer line from Water and Sewer Impact Analysis
9. Concept Building Materials, Elevations, Floor Plans, Civic Space
    - Conceptual materials
    - Admin Building concept floor plans and elevations
    - Detox Building concept floor plans and elevations
    - Group Building concept floor plans and elevations
    - Kitchen/Dining Building concept floor plans and elevations
    - Outpatient Building concept floor plans and elevations
    - Residential Treatment Center Buildings (Women and Men) concept floor plans and elevations
    - Sober Living Management Building concept floor plans and elevations
    - Sober Living Residential Buildings (Women and Men) concept floor plans and elevations
    - Open Space Concepts
10. Public Participation Plan

PLOTTED: Jul 22, 2021-7:53am



LEGEND

PROPERTY TO BE ANNEXED

EXISTING PROPERTY LINE

CITY LIMITS

CITY OF FLAGSTAFF ZONING

R1	SINGLE-FAMILY RESIDENTIAL
MR	MEDIUM DENSITY RESIDENTIAL
MH	MANUFACTURED HOUSING
HC	HIGHWAY COMMERCIAL
HI	HEAVY INDUSTRIAL
PF	PUBLIC FACILITY
"CITY"	CITY OF FLAGSTAFF

COCONINO COUNTY ZONING

AR-5	AGRICULTURAL RESIDENTIAL (5 AC)
AR-2 1/2	AGRICULTURAL RESIDENTIAL (2.5 AC)
CH-10,000	COMMERCIAL HEAVY
"COUNTY"	COCONINO COUNTY

SCALE 1" : 150'
0 75 150

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF ARIZONA

ANNEXATION MAP

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

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

SWI Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

DRAWING NO.
AM01

SHT NO. 1 OF 1

FILE: P:\2020\20136\DRAWINGS\ANNEXATION\20136 - ANNEXATION MAP.DWG CPHAM

Shephard Wesnitzer, Inc.

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

Engineering an environment of excellence.

PROJECT NARRATIVE
For
FLAGSTAFF REHAB CAMPUS
ANNEXATION & REZONING SUBMITTAL

SWI Project #20136
C.O.F. #PZ-20-00164

Located in NW Quarter of Section 05 and South Half of Section 32,
T 21 N, R 08 E, G&SRM
City of Flagstaff,
Coconino County, Arizona

Prepared for:
Flagland LLC
7144 E. Stetson, C-20
Scottsdale, AZ 85251
(602) 882-7451

Prepared by:
Shephard-Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354

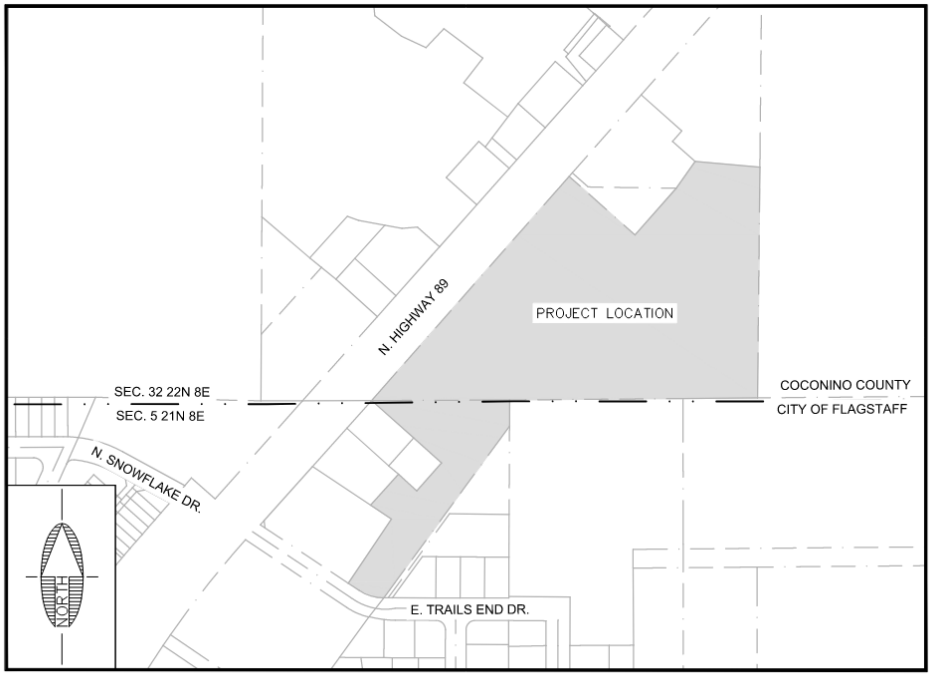
Prepared Date:
June 8, 2021

PROJECT SUMMARY

Flagland LLC is proposing a Flagstaff Rehab Campus that will consist of a Rehabilitation Substance Treatment Campus, sober living units, and two lots for future development. The project is located near the intersection of N. Highway 89 and E. Trails End Drive. Refer to the Vicinity Map below. The overall project encompasses approximately 12.21 acres within two parcels APNs 113-17-011A and 301-50-005G.

The annexation application is specifically for APN 301-50-005G (±10.06 acres). Flagland has the intention of building their facility on the subject property, which is currently located within Coconino County Commercial Heavy (CH-10,000) zone. Flagland LLC would like to annex this County parcel into the City limits in order to construct the campus as part of an overall development that is already within City limits. The parcel will have split zoning that consists of the proposed City zoning districts Highway Commercial (HC) and Rural Residential (RR).

The rezoning application is only for the northeast corner of APN 301-50-005G (±1.10 acres). Flagland LLC has the intention of building an equestrian barn and arena in this corner of the site that will be utilized as part of the patient therapy program. The proposed city zoning district is Rural Residential (RR).



VICINITY MAP
N.T.S.

LEGAL ANALYSIS
The parcel requested to be annexed adheres to ARS 9-471 subsection R. The subject parcel is owned by one person, the City and the owner of the submit parcel agree to the annexation, and the subject parcel adjoins the exterior boundary of the annexing city for at least 300 feet. Therefore, the parcel requested to be annexed complies with ARS 9-471. Refer to the Annexation Map in Appendix A for the parcel dimensions.

LEGAL DESCRIPTION
The legal descriptions for the parcel requested to be annexed and area requested to be rezoned are included in Appendix A.

ECONOMIC IMPACT ANALYSIS
The proposed development will have positive economic impacts to the City with the creation of new job positions and contribute to the economic growth and stability in the community. The Campus will employ in excess of 100 employees in good paying jobs: doctors, nurses, behavioral health technicians, licensed therapists, case managers and support staff. In addition, newly sober community members will become available and willing to fill jobs needed in Flagstaff. The Campus will treat patients covered by Arizona Health Care Cost Containment System (state administered Medicaid), commercial insurance, (e.g. Blue Cross Blue Shield), Tricare (Veterans) and many more. All patients will receive equal quality care. The Campus will also enhance the community's hospitality section as families travel from all over the USA and Canada to admit and visit loved ones. The two proposed lots along Highway 89 provide opportunity for future commercial development.

REGIONAL PLAN ANALYSIS
Refer to Appendix B for the Regional Plan Analysis.

WATER/SEWER IMPACT ANALYSIS
There is an existing 12” water line in N. Highway 89 that dead ends at the southern property limits. This line will be extended along the frontage of the property. Water to the site will be provided with an 8” loop that connects to the existing 12” water line in N. Highway 89 and the existing 8” water line in E. Trails End Drive. Sewer will be provided by a connection to an existing 8” sewer line in the southwest corner of the site. The City provided a WSIA Waiver dated January 22, 2021, which states that the existing facilities have adequate capacity and no additional analysis will be required for this project.

DRAINAGE/STORMWATER IMPACT ANALYSIS
The parcel is within Zone X of FEMA Firm Map #04005C6827G, effective September 3, 2010. Zone X is described as areas determined to be outside the 0.2% annual chance floodplain.

The City requires detention/LID for any commercial development greater than ¼ acre in size. The majority of the existing site is undeveloped. For the drainage analysis, the site was divided into three drainage basins that consist of two on-site and one offsite basin. The south drainage basin (Basin B2) includes the sober living buildings, the north

drainage basin (Basin B1) includes the rest of the campus and the future restaurant pad, and the offsite drainage basin (Basin B3). LID is required for this site and is provided by the reduction in post-development impervious area for Basin B2 and the extended detention basin for Basin B1. Detention is not required for Basin B2 due to the reduction in post-development impervious area. Detention is required for Basin B1 and B3, which will be provided by the extended detention basin. In post-development conditions, there is approximately 139,083 square feet of impervious cover added in Basin B1 and Basin B3. An extended detention basin is proposed to be located in the south portion of the site to provide the required detention/LID storage volume.

The site will be designed to provide positive drainage away from the proposed buildings while not negatively impacting drainage characteristics of the adjacent offsite properties. The majority of the runoff from the site will surface flow towards the southern end of the site before entering E. Trails End Drive. The proposed extended detention basin will discharge into the existing drainage swale located within the Trails End Subdivision before entering E. Trails End Drive. Runoff ultimately enters Penstock Wash. Refer to the Preliminary Drainage Report and Drainage Impact Analysis (DIA) for more information.

TRAFFIC IMPACT ANALYSIS

A Traffic Impact Analysis (TIA) will be performed to satisfy the annexation requirements. The TIA scoping meeting with City staff will determine which intersections will be analyzed with the proposed development.

NATURAL RESOURCE PROTECTION PLAN

The project site does not fall within the resource protection overlay zone; however, the annexation and rezone will require a Natural Resource Protection Plan (NRPP) for APN 301-50-005G. The project will meet the forest preservation rate and steep slope preservation requirements for the entire project for commercial and residential zones.

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on Wednesday, December 8, 2021, at 4:00 p.m., and the Flagstaff City Council will hold Public Hearings on January 4, 2022, January 18, 2022, and February 1, 2022 at 3:00 p.m., to consider the following:

A. Explanation of Matters to be considered:
ANNEXATION: A proposed annexation of approximately 10.06 acres of land to the City of Flagstaff. The annexation is requested to incorporate an existing parcel into the City limit. The parcel is owned by Flagland LLC. The current Coconino County Zoning is CH-10,000 Commercial Heavy Zone. If this annexation is approved, the property will be designated with the Highway Commercial (HC) zone and a Resource Protection Overlay (RPO) to facility the development of a rehabilitation substance treatment campus, sober living units, and two lots for future commercial development. City of Flagstaff case number: PZ-20-00164-03.

CONCEPT ZONING MAP AMENDMENT: A proposed amendment to the Official City of Flagstaff Zoning Map to rezone 1.10 acres of the 10.06-acre parcel from HC zoning with the RPO to Rural Residential (RR) zoning with the RPO for the purpose of constructing a 2,500 square foot equine therapy facility. City of Flagstaff case number: PZ-20-00164-04.

B. How to Participate:
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 annexation and rezoning. The City Council hearings 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 ANNEXATION AND REZONING MAP



ADDRESS: **7000 North Highway 89**
APN: 301-50-005G
ACRES: Approximately 10.06 Acres (annexation); 1.10 Acres (rezoning) Coconino County

C. General Description of the Affected Area:
Approximately 10.06 acres (annexation) and 1.10 acres within the 10.06 acres (rezoning) located east of North Highway 89, portion of Coconino County Assessor's Parcel Number 301-50-005G, SE 1/4 of the SW 1/4 of Section 32, T22N R8E, of the G&SRM, City of Flagstaff, Coconino County, Arizona.

FOR FURTHER INFORMATION, CONTACT:

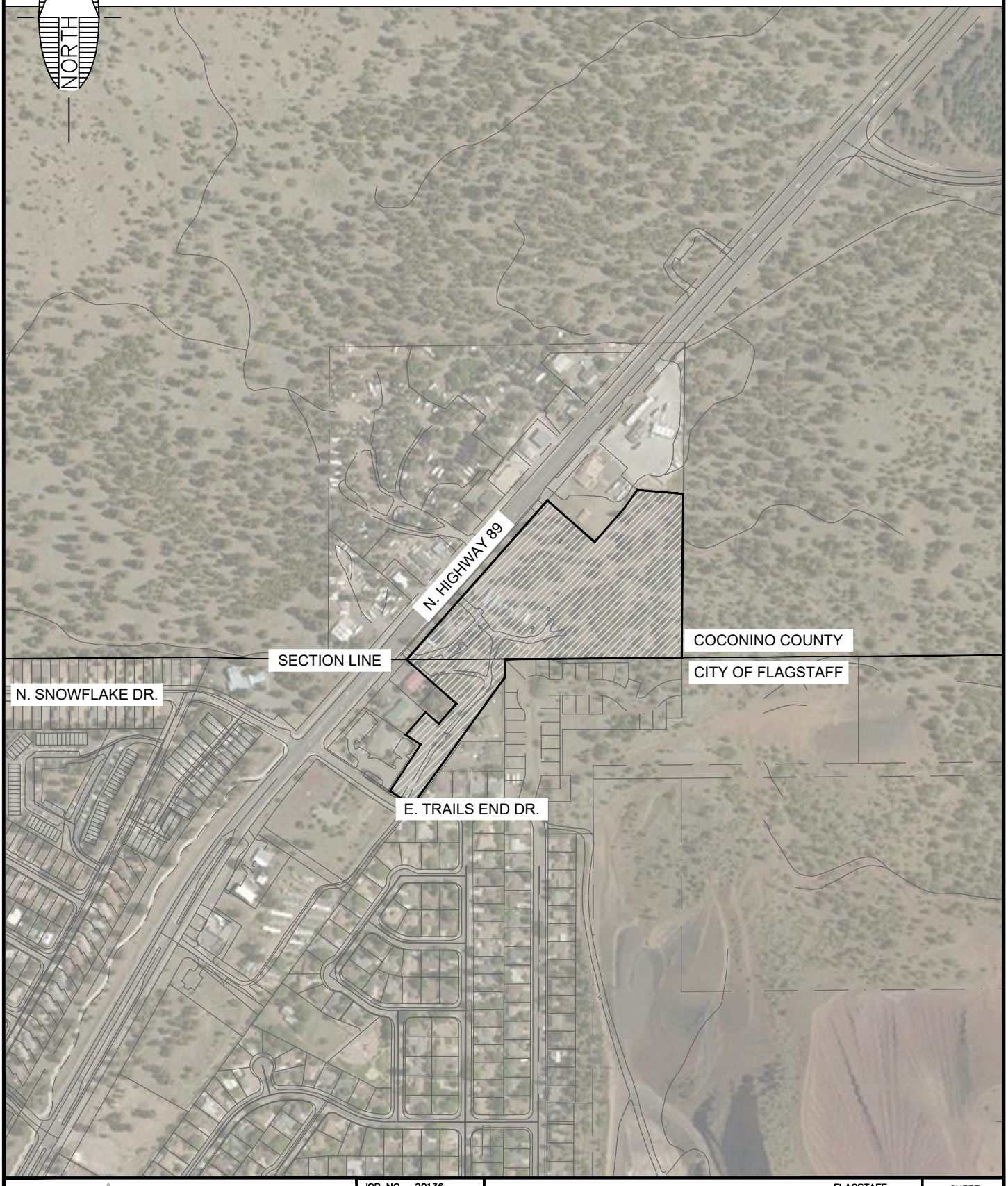
Genevieve Pearthree
Planning & Development Services
211 West Aspen Avenue Flagstaff
Arizona 86001
(928) 213-2603
gpearthree@flagstaffaz.gov

Stephen Irwin
Shephard-Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, Arizona 86001
(928) 773-0354
sirwin@swiaz.com

Publish: November 20, 2021

PLOTTED: Jun 07, 2021–11:05am

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



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

JOB NO.	20136
DATE	JUN 21
SCALE	1"=500'
DRAWN	CNP
DESIGN	CNP
CHECKED	SCI

FLAGSTAFF REHAB CAMPUS — FLAGSTAFF ARIZONA

VICINITY MAP

SHEET 1 OF 1

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 – VICINITY MAP.DWG CPHAM

PLOTTED: Feb 18, 2021-10:58am

CIVIL CONCEPT PLAN
FOR
SUBSTANCE ABUSE AND MENTAL HEALTH FACILITY
FLAGSTAFF, ARIZONA

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

CITY CONCEPT APPROVAL

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR ERRORS AND OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

CITY ENGINEER:

BY: _____ DATE:

CITY PUBLIC WORKS DIRECTOR

BY: _____ DATE:

WATER SERVICES DIRECTOR

BY: _____ DATE:

AUTHORIZATION TO CONSTRUCT:

THE SIGNATURES ABOVE ARE REQUIRED BEFORE THE CONTRACTOR CAN COMMENCE. UNSIGNED, THESE PLANS HAVE NOT BEEN COMPLETED WITH RESPECT TO AGENCY REVIEW AND APPROVAL.

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

BY: _____ DATE:

UNISOURCE ENERGY SERVICES

BY: _____ DATE:

CENTURYLINK

BY: _____ DATE:

ALTICE USA

BY: _____ DATE:

UTILITY COMPANY CONTACTS

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

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MANUEL.HERNANDEZ4@CENTURYLINK.COM
PHONE: (928) 779-4935

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

RESOURCE PRESERVATION

APN 113-17-011A DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. APN 301-50-005G DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. HOWEVER, AN ANNEXATION WILL REQUIRE A RESOURCE PROTECTION PLAN FOR APN 301-50-005G.

IMPERVIOUS AREA SUMMARY

PRE-DEVELOPMENT IMPERVIOUS AREA (OFFSITE) = 6,515 SF
PRE-DEVELOPMENT IMPERVIOUS AREA (ONSITE-ARC) = 9,115 SF
PRE-DEVELOPMENT IMPERVIOUS AREA (ONSITE-SOBER LIVING) = 39,059 SF

POST-DEVELOPMENT IMPERVIOUS AREA (OFFSITE) = 14,815 SF
POST-DEVELOPMENT IMPERVIOUS AREA (ONSITE-ARC) = 139,898 SF
POST-DEVELOPMENT IMPERVIOUS AREA (ONSITE-SOBER LIVING) = 38,260 SF

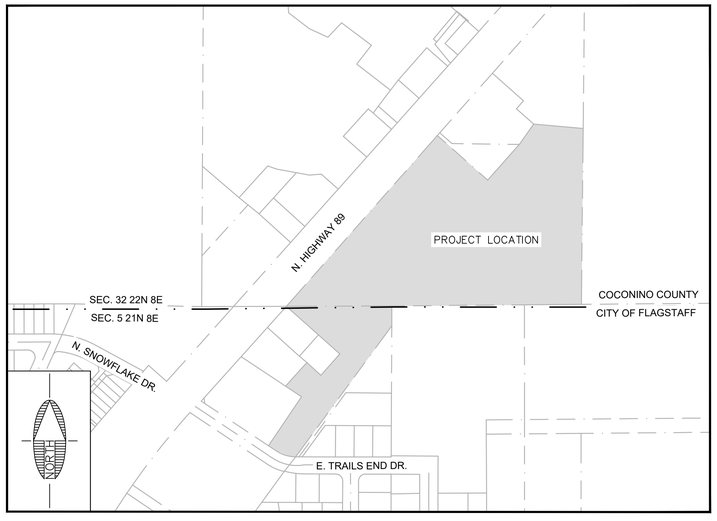
FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6827G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SOURCE OF PROJECT INFORMATION

TOPOGRAPHIC DATA WAS PROVIDED BY APEX LAND SURVEYS ON APRIL 16, 2020.

BOUNDARY INFORMATION IS BASED ON AN ALTA PREPARED BY EXTREME MEASURES LAND SURVEY, INC. ON MARCH 13, 2020.



VICINITY MAP
N.T.S.

LEGEND

- LOT LINE
- ROW
- EASEMENT
- 8"SS — GRAVITY SEWER LINE
- 8"W — PUBLIC WATER LINE
- STORM DRAIN PIPE
- LOT BOUNDARY
- FIRE HYDRANT
- WATER METER
- SEWER MANHOLE
- GATE VALVE
- DRAINAGE ARROW
- PROPOSED SEWER SERVICE
- PROPOSED WATER SERVICE
- EX. LOT LINE
- EX. EASEMENT
- 6945 — EX. INDEX CONTOUR
- 8"W — EX. WATER LINE
- EX. SEWER LINE
- G — EX. GAS
- S — EX. STORM DRAIN
- UGE — EX. UNDERGROUND UTIL.
- OHE — EX. OVERHEAD UTIL.
- SECTION LINE
- EX. ROAD STRIPING
- WV — EX. WATER VALVE
- EX. SIGNAGE
- EX. LIGHT POLE
- 5088778 — EX. ELECTRIC BOX
- EX. DRAINAGE ARROW

PROJECT OWNER/DEVELOPER:

AMERICAS REHAB CAMPUSES
MIKE ZIPPRICH
7144 E. STETSON, C-200
SCOTTSDALE, AZ 85251
(602)-882-7451

PROPERTY INFORMATION:

ADDRESS: 7000 N. HIGHWAY 89
APNS: 301-50-005G (10.06± ACRES)
113-17-011A (2.15± ACRES)
EXISTING ZONING: HIGHWAY COMMERCIAL & CH-1000

PROJECT ENGINEER:

SHEPHARD-WESNITZER, INC.
STEPHEN IRWIN
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

PROJECT ARCHITECT:

PAUL D. BUSTAMANTE
16 E. ROUTE 66, SUITE 202
FLAGSTAFF, AZ 86001

SHEET INDEX		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	CVR	COVER SHEET
2	CP01	BOUNDARY EXHIBIT
3	CP02	OVERVIEW UTILITY AND DRAINAGE PLAN
4	CP03	CONCEPT PLAN
5	NRPP	PRELIMINARY NRPP
–	–	ALTA

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY — FLAGSTAFF ARIZONA

COVER SHEET

JOB NO: 20136
DATE: FEB 21
SCALE: N/A
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

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

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

DRAWING NO.
CVR

SHT NO. 1 OF 5

FILE: P:\2020\20136\DRAWINGS\CONCEPT PLAN\20136-COVER SHEET.DWG HSCHNZEBELEN

PLOTTED: Feb 18, 2021–10:58am

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

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FLAGSTAFF
ARIZONA

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY

BOUNDARY EXHIBIT

JOB NO:	20136
DATE:	FEB 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

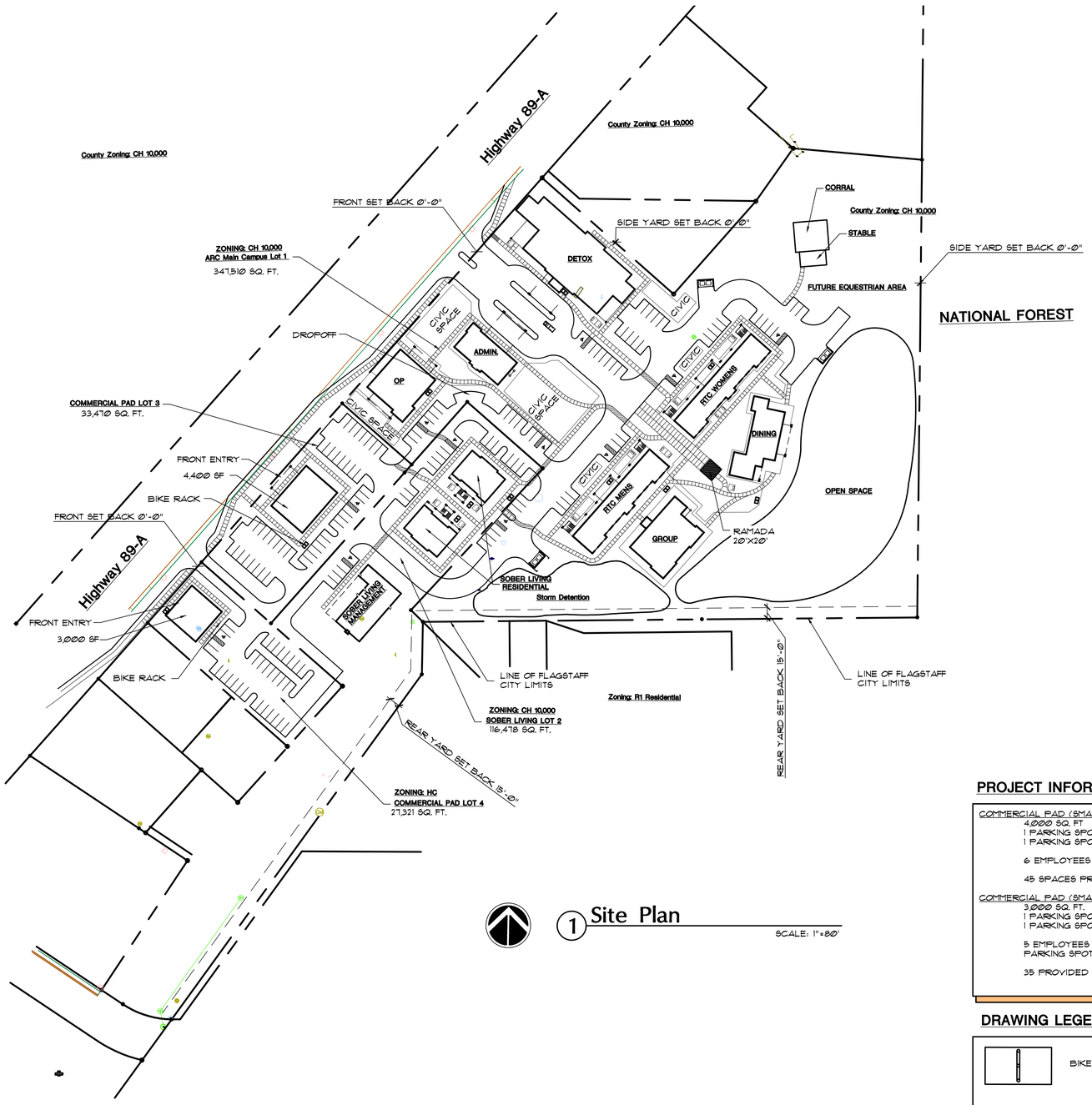
Call at least two full working days before you excavate (602) 263-1100

ARIZONA811 Arizona Blue Stake, Inc.

Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CP01

SHT NO. 2 OF 5



1 Site Plan

SCALE: 1"=80'

PROJECT INFORMATION:

PROJECT SUMMARY:

SUBSTANCE ABUSE AND MENTAL HEALTH FACILITY

LOCATION: HIGHWAY 89-A

APN: 301-50-006, 113-17-011A

SIZE AREA: 10.053 & 2.14 ACRES

BUILDING SQ. FOOTAGE:

MAIN CAMPUS:
- DETOX:
  - BUILDING - 11,550
  - PATIO - 1,191 (OPEN SPACE)
  - TOTAL = 12,741
- ADMINISTRATION: 3,231
- OP: (OUT PATIENT)
  - BUILDING - 4,453
  - PATIO - 1,627 (OPEN SPACE)
  - TOTAL = 6,080
- RTC MENS: (1ST & 2ND FLOOR) = 10,546
- RTC WOMENS: (1ST & 2ND FLOOR) = 10,546
- GROUP:
  - BUILDING - 5,333
  - PATIO - 3,116 (OPEN SPACE)
  - TOTAL = 8,449
- DINING/KITCHEN:
  - BUILDING - 4,128
  - PATIO - 1,670 (OPEN SPACE)
  - TOTAL = 5,798
- SOBER LIVING MANAGEMENT - 3,974
- SOBER LIVING WOMENS - (1ST & 2ND FLOOR) = 4,974
- SOBER LIVING MENS - (1ST & 2ND FLOOR) = 4,974

ZONING: H-C

OCCUPANCY GROUP:

TYPE OF CONSTRUCTION: V-B (1 HOUR, SPRINKLED)

PARKING:

INSTITUTIONAL RESIDENTIAL: 1 SPACE PER 6 BEDS, PLUS 1 SPACE PER EMPLOYEE

- MEN RTC:
  - 40 BEDS = 7 SPACES REQUIRED
  - 3 STAFF = 3 SPACES
- WOMENS RTC:
  - 40 BEDS = 7 SPACES REQUIRED
  - 3 STAFF = 3 SPACES
- DINING:
  - 5 STAFF = 5 SPACES
- GROUP:
  - 6 STAFF = 6 SPACES
- OUT PATIENT (OP):
  - 5 STAFF = 5 SPACES
- LOBBY/ADMIN:
  - 6 STAFF = 6 SPACES
- DETOX:
  - 30 BEDS = 5 SPACES REQUIRED
  - 7 STAFF = 7 SPACES
- HOUSE KEEPING/MAINTENANCE:
  - 8 STAFF = 8 SPACES REQUIRED
- SOBER LIVING MANAGEMENT:
  - 3 STAFF = 3 SPACES
- SOBER LIVING WOMENS:
  - 32 BEDS = 5 SPACES REQUIRED
  - 2 STAFF = 2 SPACES
- SOBER LIVING MENS:
  - 32 BEDS = 5 SPACES REQUIRED
  - 2 STAFF = 2 SPACES

TOTAL MAIN CAMPUS PARKING REQUIRED: 62 SPACES
TOTAL SOBER LIVING CAMPUS PARKING REQUIRED: 17 SPACES
TOTAL ADA PARKING REQUIRED: 5 SPACES, 8 PROVIDED
OVERALL TOTAL PARKING PROVIDED: 83 SPACES

83 X .05 = 4 BIKE RACKS REQUIRED
9 BIKE RACKS PROVIDED (3 COVERED)

1. SIZE OF LOTS:
   - MAIN CAMPUS LOT 1 = 350,256 SQ. FT.
   - SOBER LIVING LOT 2 = 116,478 SQ FT.
2. FAR FOR HC MAX 3.0
   - CAMPUS TOTAL BUILDING S.F. = 48,189
   - FAR = 48,189 / 437,909 = 0.11
3. HC SETBACKS:
   - FRONT SET BACK - 0'-0" MIN
   - SIDE SET BACK - 0'-0" MIN,
   - REAR SET BACK, ADJACENT TO RESIDENTIAL - 15'-0" MIN
4. OPEN SPACE
   - CAMPUS OVERALL SQ. FOOTAGE = 353,356
   - 15% REQUIRED OPEN SPACE = 53,003 SQ. FT
   - PROVIDED OPEN SPACE = DECK/PATIO = 16,053, PLUS 58,832 OPEN SPACE =74,832

BUILDING FORM:
- HEIGHT 2 STORIES
- OVERALL HEIGHT - DINING, RTC MEN AND WOMEN, SOBER LIVING MEN AND WOMEN = 2 STORIES
- ALL OTHERS, SINGLE STORY.

CIVIC SPACE INFORMATION (LANDSCAPE OASIS):

MAIN CAMPUS SITE SQ. FT. = 350,256
350,256 X .05 = 17,513 REQUIRED, 18,000 PLUS SQ FT PROVIDED

SOBER LIVING CAMPUS SITE SQ. FT = 116,478
116,478 X .05 = 5,824 REQUIRED, 6,000 SQ. FT PROVIDED

PROJECT INFORMATION CONT.

COMMERCIAL PAD (SMALL RESTAURANT) LOT 3:
- 4,000 SQ. FT
- 1 PARKING SPOT PER 100 GSF
- 1 PARKING SPOT PER EMPLOYEE

6 EMPLOYEES + 40 SPOTS = 46 REQ.

45 SPACES PROVIDED + 1 BIKE RACK

COMMERCIAL PAD (SMALL RESTAURANT) LOT 4:
- 3,000 SQ. FT.
- 1 PARKING SPOT PER 100 GSF
- 1 PARKING SPOT PER EMPLOYEE

5 EMPLOYEES + 30 SPOTS = 35 PARKING SPOTS REQUIRED

35 PROVIDED PLUS ONE BIKE RACK

DRAWING LEGEND

- BIKE RACK
- DUMPTER
- CIVIC SPACE LANDSCAPE OASIS

pb architecture consultation development
16 east route 66 suite 202
flagstaff, arizona 86001
(928) 774-2444
email:PDBarchitect@aol.com
paul d. bushemanville architect

Substance Abuse/Mental Health Facility
Highway 89-A
Flagstaff, AZ

PRELIMINARY NOT FOR CONSTRUCTION

Revisions	By

Drawn: LJ, JM

Date: February 17, 2021

Job No:

SHEET
A-SITE

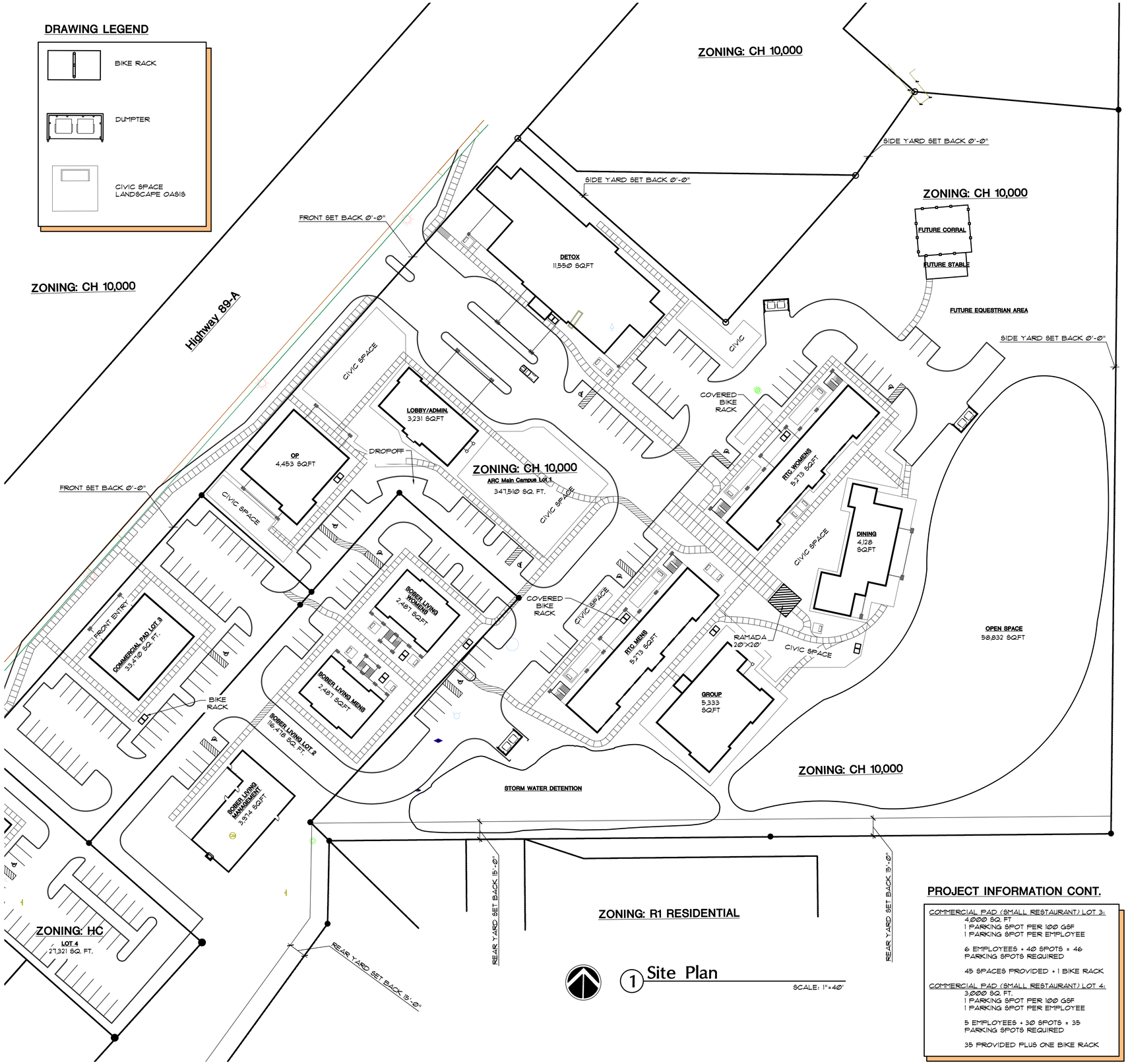
SITE PLAN
SCALE: 1"=80'

DRAWING LEGEND

BIKE RACK

DUMPTER

CIVIC SPACE
LANDSCAPE OASIS



1 Site Plan

SCALE: 1"=40'

PROJECT INFORMATION CONT.

COMMERCIAL PAD (SMALL RESTAURANT) LOT 3:
4,000 SQ. FT
1 PARKING SPOT PER 100 GSF
1 PARKING SPOT PER EMPLOYEE

6 EMPLOYEES + 40 SPOTS = 46
PARKING SPOTS REQUIRED

45 SPACES PROVIDED + 1 BIKE RACK

COMMERCIAL PAD (SMALL RESTAURANT) LOT 4:
3,000 SQ. FT.
1 PARKING SPOT PER 100 GSF
1 PARKING SPOT PER EMPLOYEE

5 EMPLOYEES + 30 SPOTS = 35
PARKING SPOTS REQUIRED

35 PROVIDED PLUS ONE BIKE RACK

PROJECT INFORMATION:

PROJECT SUMMARY:

SUBSTANCE ABUSE AND MENTAL HEALTH FACILITY

LOCATION: HIGHWAY 89-A

APN: 301-50-006, 113-17-011A

SIZE AREA: 10.053 ± 2.14 ACRES

BUILDING SQ. FOOTAGE:

MAIN CAMPUS:
DETOX:
BUILDING - 11,550
PATIO - 1,191 (OPEN SPACE)
TOTAL = 12,741

ADMINISTRATION: 3,231

OP: (OUT PATIENT)
BUILDING - 4,453
PATIO - 1,627 (OPEN SPACE)
TOTAL = 6,080

RTC MENS: (1ST & 2ND FLOOR) = 10,546

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BUILDING - 5,333
PATIO - 3,116 (OPEN SPACE)
TOTAL = 8,449

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ZONING: H-C

OCCUPANCY GROUP:

TYPE OF CONSTRUCTION: V-B (1 HOUR, SPRINKLED)

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40 BEDS = 7 SPACES REQUIRED
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DINING:
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GROUP:
6 STAFF = 6 SPACES

OUT PATIENT (OP):
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HOUSE KEEPING/MAINTENANCE:
8 STAFF = 8 SPACES REQUIRED

SOBER LIVING MANAGEMENT:
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SOBER LIVING WOMENS:
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1. SIZE OF LOTS:

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SOBER LIVING LOT 2 = 116,478 SQ. FT.

2. FAR FOR HC MAX 3.0

CAMPUS TOTAL BUILDING S.F. = 48,189
FAR = 48,189 / 437,309 = 0.11

3. HC SETBACKS:
FRONT SET BACK - 0'-0" MIN
SIDE SET BACK - 0'-0" MIN.
REAR SET BACK, ADJACENT TO RESIDENTIAL - 15'-0" MIN

4. OPEN SPACE
CAMPUS OVERALL SQ. FOOTAGE = 353,356
15% REQUIRED OPEN SPACE = 53,003 SQ. FT
PROVIDED OPEN SPACE = DECK/PATIO = 16,053, PLUS 58,832 OPEN SPACE =74,832

BUILDING FORM:
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OVERALL HEIGHT - DINING, RTC MEN AND WOMEN, SOBER LIVING MEN AND WOMEN = 2 STORIES
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350,256 X .05 = 17,513 REQUIRED, 18,000 SQ FT PROVIDED

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116,478 X .05 = 5,824 REQUIRED, 6,000 SQ. FT PROVIDED

pb architecture consultation development
16 east route 66 suite 202
flagstaff, az 86001
tel: 928.774.3444
email:PDBarchitect@aol.com
paul d. bustamante
architect

Substance Abuse/Mental Health Facility
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ, JM

Date: February 17, 2021

Job No:

SHEET
A-SITE

SITE PLAN
SCALE: 1"=40'

PLOTTED: May 13, 2021–8:48am

CONCEPTUAL PLAT
FOR
SUBSTANCE ABUSE AND MENTAL HEALTH FACILITY
FLAGSTAFF, ARIZONA

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

PROJECT OWNER/DEVELOPER:

FLAGLAND LLC
MIKE ZIPPRICH
7144 E. STETSON, C–200
SCOTTSDALE, AZ 85251
(602)–882–7451

PROPERTY SURVEYOR:

SHEPHARD–WESNITZER, INC.
AARON BORLING
110 W. DALE AVE
FLAGSTAFF, AZ 86001
(928) 773–0354

PROJECT ENGINEER:

SHEPHARD–WESNITZER, INC.
STEPHEN IRWIN
110 W. DALE AVE
FLAGSTAFF, AZ 86001
(928) 773–0354

PROJECT ARCHITECT:

PAUL D. BUSTAMANTE
16 E. ROUTE 66, SUITE 202
FLAGSTAFF, AZ 86001

SHEET INDEX		
SHEET NO.	DRAWING NO.	SHEET TITLE
1	CVR	COVER SHEET
2	CP01	CONCEPTUAL PLAT (1)
3	CP02	OVERALL UTILITY & DRAINAGE PLAN & SITE ANALYSIS
4	CP03	CONCEPTUAL PLAT & PRELIMINARY LANDSCAPE PLAN
5	CP04	LANDSCAPE, PARKING & CLEAR VIEW ZONE TABLES
6	NRPP	NATURAL RESOURCE PROTECTION PLAN

BASIS OF BEARING

NORTH 89–57–48 WEST, 368.66' FROM THE SOUTHWEST CORNER OF ASSESSOR'S PARCEL 301–50–005G OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA. ACCORDING TO AN ALTA/NSPS LAND TITLE SURVEY, JOB NO. 20–10, PREPARED BY ALISA TEMPLETON OF EXTREME MEASURES LAND SURVEY, INC. IN MARCH 2020.

LEGAL DESCRIPTIONS

ASSESSOR'S PARCEL NUMBER 301–50–005G ACCORDING TO INSTRUMENT NUMBER 3491557

ASSESSOR'S PARCEL NUMBER 113–17–011A ACCORDING TO INSTRUMENT NUMBER 3238727 OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

IMPERVIOUS AREA SUMMARY

PRE–DEVELOPMENT IMPERVIOUS AREA (OFFSITE) = 6,515 SF
PRE–DEVELOPMENT IMPERVIOUS AREA (PARCEL NO. 1) = 9,634 SF
PRE–DEVELOPMENT IMPERVIOUS AREA (PARCEL NO. 2, 3, 4) = 38,540 SF

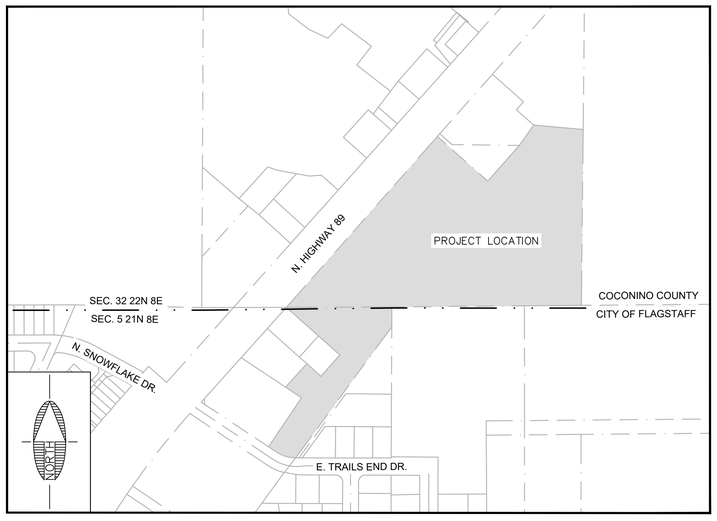
POST–DEVELOPMENT IMPERVIOUS AREA (OFFSITE) = 14,815 SF
POST–DEVELOPMENT IMPERVIOUS AREA (PARCEL NO. 1) = 144,191 SF
POST–DEVELOPMENT IMPERVIOUS AREA (PARCEL NO. 2, 3, 4) = 38,709 SF

RESOURCE PRESERVATION

APN 113–17–011A DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. APN 301–50–005G DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. HOWEVER, AN ANNEXATION WILL REQUIRE A RESOURCE PROTECTION PLAN FOR APN 301–50–005G.

FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6827G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.



VICINITY MAP
N.T.S.

LEGEND

- LOT LINE
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- 8"SS — GRAVITY SEWER LINE
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- DRAINAGE ARROW
- PROPOSED SEWER SERVICE
- PROPOSED WATER SERVICE
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- EX. ROAD STRIPING
- WV — EX. WATER VALVE
- EX. SIGNAGE
- EX. LIGHT POLE
- 5058778 — EX. ELECTRIC BOX
- EX. DRAINAGE ARROW

PROJECT INFORMATION

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY
7000 N. HIGHWAY 89
FLAGSTAFF, AZ 86004

ASSESSOR'S PARCEL NO. 301–50–005G
113–17–011A

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, RESERVATIONS, AND EASEMENTS FOR 'SUBSTANCE ABUSE & MENTAL HEALTH FACILITY' SHALL BE RECORDED IN THE OFFICE OF THE COCONINO COUNTY RECORDER AND ARE HEREBY INCORPORATED AS A PART OF THIS PLAT.
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 DATA WAS PROVIDED BY APEX LAND SURVEYS ON APRIL 16, 2020. BOUNDARY INFORMATION IS BASED ON AN ALTA PREPARED BY EXTREME MEASURES LAND SURVEY, INC. ON MARCH 13, 2020.

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

BY: _____ DATE: _____

UNISOURCE ENERGY SERVICES

BY: _____ DATE: _____

CENTURYLINK

BY: _____ DATE: _____

ALTICE USA

BY: _____ DATE: _____

UTILITY COMPANY CONTACTS

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

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

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

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

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20–00164

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY — FLAGSTAFF ARIZONA

COVER SHEET

JOB NO: 20136
DATE: MAY 21
SCALE: N/A
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

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

SWI Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

DRAWING NO.
CVR

SHT NO. 1 OF 6

FILE: P:\2020\20136\DRAWINGS\PLATS\CONCEPT\20136-COVER SHEET.DWG CPHAM

PLOTTED: May 13, 2021–8:48am

FILE: P:\2020\20136\DRAWINGS\PLATS\CONCEPT\20136-BOUNDARY SHEET.DWG CPHAM

CONCEPTUAL PLAT

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY

FLAGSTAFF ARIZONA

LEGEND

- PARCEL BOUNDARY
- R.O.W. LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- ZONING SPLIT
- HIGHWAY COMMERCIAL (HC)
- RURAL RESIDENTIAL (RR)

N. HIGHWAY 89

EXISTING 134' R.O.W.

APN 301-50-011A (NOT A PART)

APN 301-50-013B (NOT A PART)

APN 301-50-005H (NOT A PART)

APN 301-50-014 (NOT A PART)

APN 301-50-004D (NOT A PART)

APN 301-50-015 (NOT A PART)

N 41°32'35" E 118.69'

S 48°30'15" E 235.22'

N 41°29'45" E 166.15'

N 35°13'37" E 86.92'

S 84°57'36" E 173.32'

S 0°35'31" W 613.72'

EXISTING ELECTRIC EASEMENT DKT 174 PG 446 EX 18

26' P.U.E. DEDICATED HEREON

ZONING SPLIT

8' P.U.E. DEDICATED HEREON

26' PUBLIC ACCESS EASEMENT DEDICATED HEREON

20' P.U.E. DEDICATED HEREON

10' P.U.E. DEDICATED HEREON

PARCEL NO. 1
8.08 ACRES
ZONING: 1.09 ACRES HC
& 6.99 ACRES RR

285.24'

S 48°39'19" E 124.06'

112.16'

S 48°39'19" E 134.81'

284.36'

PARCEL NO. 3
0.81 ACRES

PARCEL NO. 2
2.69 ACRES

N 41°32'35" E 284.36'

S 41°54'11" W 259.53'

EXISTING 8' ELECTRIC EASEMENT DKT 934 PG 998

EXISTING ELECTRIC EASEMENT DKT 174 PG 446 EX 18

EXISTING 136' R.O.W.

108.49'

124.06'

SECTION LINE

26' PUBLIC ACCESS EASEMENT DEDICATED HEREON

COCONINO COUNTY

CITY OF FLAGSTAFF

S 45°34'47" E 22.48'

S 89°29'23" W 662.50'

EXISTING 35'X50' DRIVEWAY EASEMENT DKT 2038 PG 796 EX 30

PARCEL NO. 4
0.63 ACRES

N 48°39'19" W 127.57'

S 1°08'23" W 70.31'

EXISTING 40' P.U.E. INST. NO. 3818543

N 48°25'36" W 249.82'

APN 113-17-013A (NOT A PART)

109.52'

APN 113-17-013B (NOT A PART)

APN 113-17-010 (NOT A PART)

S 48°25'49" E 65.31'

N 41°28'13" E 100.13'

N 41°34'34" E 112.49'

EXISTING 25' GAS EASEMENT DKT 512 PG 380

APN 113-17-07H (NOT A PART)

TRAILS END RETREAT (NOT A PART)

APN 113-10-001R (NOT A PART)

N 56°19'49" W 67.44'

EXISTING 16' P.U.E. 2170/27

APN 113-17-012 (NOT A PART)

EXISTING 10' SEWER EASEMENT DKT 479 PG 186 EX 20

N 35°55'43" E 571.40'

APN 113-17-07J (NOT A PART)

EXISTING 10' SEWER EASEMENT DKT 479 PG 186 EX 20

N 33°34'56" E 208.29'

EXISTING 16' P.U.E. 2170/27

APN 113-17-07D (NOT A PART)

N 56°21'56" W 34.94'

L=68.83, R=120.00
Δ=32°51'50"

APN 113-17-014 (NOT A PART)

E. TRAILS END DR.

SCALE 1" : 60'
0 30 60

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

JOB NO:	20136
DATE:	MAY 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

NO.	DESCRIPTION	DATE	BY

REVISIONS

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Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
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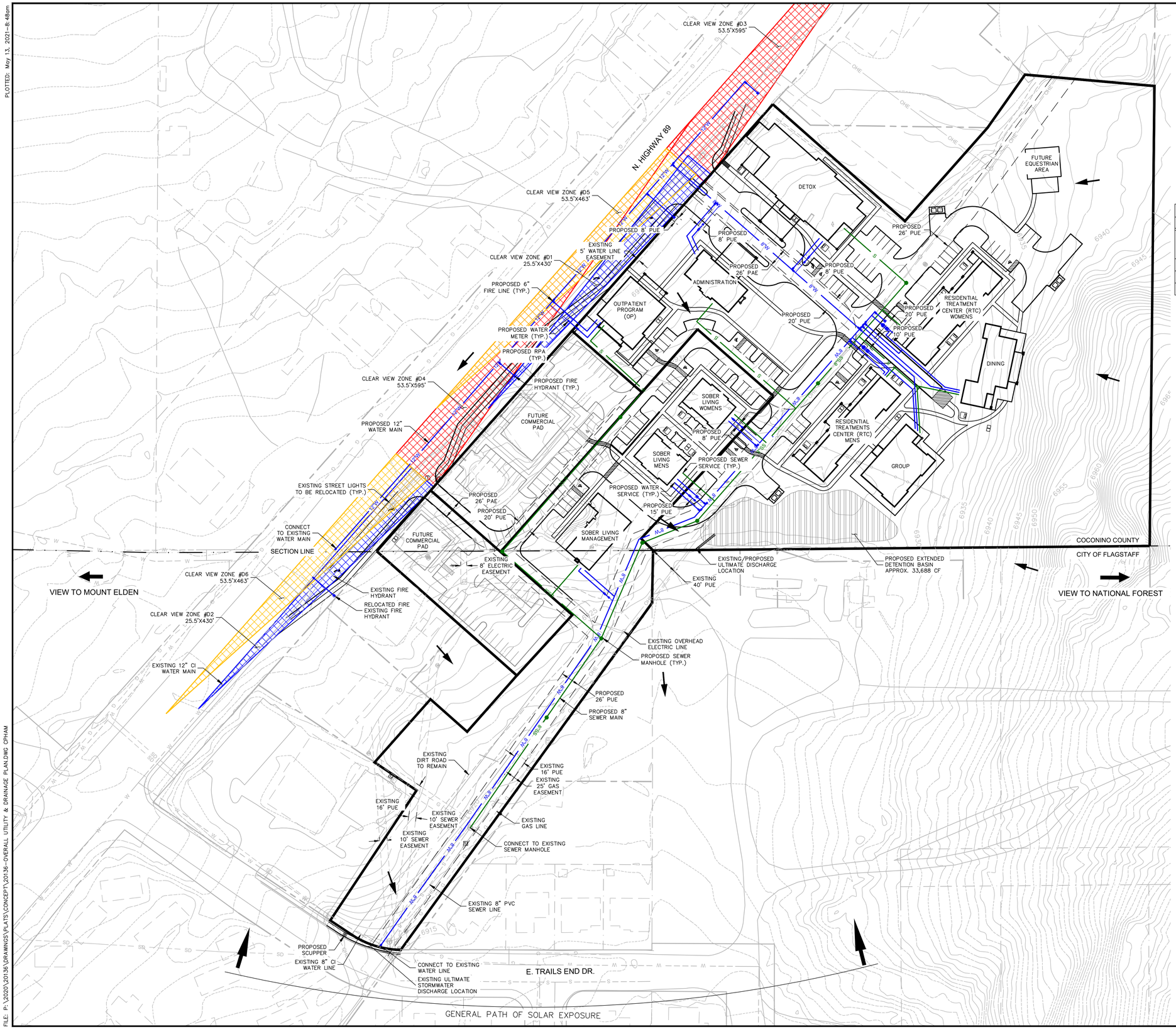
DRAWING NO. CP01

SHT NO. 2 OF 6

PLOTTED: May 13, 2021 - 8:48am



SITE ANALYSIS:

A. EXISTING TOPOGRAPHY OF PROJECT SITE AS SHOWN. SITE SLOPES DO NOT EXCEED 24.99%.
B. SOLAR ORIENTATION AS SHOWN ON BOTTOM OF SHEET.
C. EXISTING VEGETATION IS PONDEROSA PINE TREES AS SHOWN
D. VIEW CORRIDORS NOTICEABLE FROM THE SITE INCLUDE THE RESIDENTIAL COMMUNITY OF MOUNT ELDEN TO THE WEST AND THE RESIDENTIAL COMMUNITY OF NATIONAL FOREST TO THE EAST. THE SITE IS ACCESSIBLE AND VIEWABLE FROM NORTH HIGHWAY 89.
E. CLIMATIC CONSIDERATIONS FOR THE PROJECT SITE: THE PREVAILING WINDS ARE GENERALLY FROM THE SOUTHWEST AND AT 7,000 FEET FLAGSTAFF EXPERIENCES SNOW AND LARGE TEMPERATURE SWINGS. AS A RESULT OF REOCCURRING FREEZE/THAW CYCLES, PEDESTRIAN WALKWAYS WILL AVOID THE NORTH SIDE OF BUILDINGS AS MUCH AS POSSIBLE. THE SITE EXPERIENCES A LOT OF EXPOSURE. PRECIPITATION NATURALLY RUNS TO THE SOUTHEAST SIDE OF THE SITE. FLAGSTAFF SUBSURFACE CONDITIONS GENERALLY CONSIST OF ROCK AND/OR CLAY MATERIAL, IT IS EXPECTED THAT THIS SITE WILL BE THE SAME. ALL DESIGN WILL BE PER THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.
G. THERE ARE NO EXISTING SWALES & STREAM CORRIDORS FOR THIS PROJECT.
H. THE PROJECT IS SURROUNDED BY NATIONAL FOREST TO THE EAST, A RV PARK ACROSS HIGHWAY 89 TO THE WEST, A RESIDENTIAL COMMUNITY TO THE SOUTH AND A CAFE AND GAS STATION TO THE NORTH.

Impervious Area & LID Analysis					
				LID Required Depth (ft)	0.0833
Basin ID	Basin Area (sf)	Existing Impervious Area (sf)	Proposed Impervious Area (sf)	Net Impervious Area (sf)	Required LID Volume (sf)
A1	380,661	9,634	144,191	134,557	11,213
B1	155,022	38,540	38,079	-461	-38
C1	25,540	6,515	14,815	8,300	692

NOTES:

1. SHARED PARKING AGREEMENTS AND CROSS ACCESS EASEMENTS ARE NEEDED FOR THIS PROJECT AND WILL BE PROVIDED WITH FUTURE SUBMITTALS.
2. CLEAR VIEW ZONE CALCULATIONS ARE SHOWN ON SHEET CP04.
3. THE REQUIRED DETENTION/LID FOR PARCEL NO. 4 WILL BE DETERMINED ONCE THE PARCEL DEVELOPS.

SCALE 1" : 60'
0 30 60

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY
FLAGSTAFF ARIZONA

OVERALL UTILITY & DRAINAGE PLAN & SITE ANALYSIS

JOB NO: 20136
DATE: MAY 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

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NO.	DESCRIPTION	DATE	BY

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DRAWING NO.
CP02

SHT NO. 3 OF 6

FILE: P:\2020\20136\DRAWINGS\PLATS\CONCEPT\20136-OVERALL UTILITY & DRAINAGE PLAN.DWG CPHAM

PLOTTED: May 13, 2021–8:48am

NOTES:

1. LANDSCAPE AND PARKING CALCULATIONS ARE SHOWN ON SHEET CP04.

EXISTING SIDEWALK
PROPOSED DRIVEWAY
N. HIGHWAY 89
6' PROPOSED SIDEWALK (TYP.)
5' PROPOSED PARKWAY (TYP.)
10' LANDSCAPE BUFFER
EXISTING DRIVEWAY
PROPOSED SIDEWALK
PROPOSED DRIVEWAY
15' LANDSCAPE BUFFER
DETOX 11,550 SF
ADMINISTRATION 3,231 SF
OUTPATIENT PROGRAM (OP) 4,453 SF
FUTURE COMMERCIAL PAD 4,000 SF
FUTURE COMMERCIAL PAD 3,000 SF
SOBER LIVING WOMENS 4,974 SF
SOBER LIVING MENS 4,974 SF
SOBER LIVING MANAGER/REC 3,974 SF
RESIDENTIAL TREATMENTS CENTER (RTC) MENS 10,546 SF
RESIDENTIAL TREATMENT CENTER (RTC) WOMENS 10,546 SF
GROUP 5,333 SF
DINING 4,128 SF
FUTURE EQUESTRIAN AREA
PROPOSED DOUBLE TRASH ENCLOSURE (TYP.)
FIRE LANE (TYP.)
PROPOSED FIRE LANE
IMPROVED ACCESS LANE
16 SPACES
13 SPACES
35 SPACES
10 SPACES
8 SPACES
7 SPACES
6 SPACES
5 SPACES
4 SPACES
1 SPACE
24' (TYP.)
26' (TYP.)
18' (TYP.)
9' (TYP.)
11' (TYP.)
8' (TYP.)
R35'
R55'
R28'
COCONINO COUNTY
CITY OF FLAGSTAFF
15' LANDSCAPE BUFFER

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" : 40'
0 20 40

C.O.F. Project # PZ 20-00164

FLAGSTAFF ARIZONA

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY

PRELIMINARY LANDSCAPE PLAN

JOB NO:	20136
DATE:	MAY 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

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DRAWING NO. CP03

SHT NO. 4 OF 6

FILE: P:\2020\20136\DRAWINGS\PLATS\CONCEPT\20136-CONCEPT PLAN.DWG CPHAM

PLOTTED: May 13, 2021 - 8:49am

PRELIMINARY LANDSCAPE CALCULATIONS - PARCEL NO. 1 & 2		
SECTION	**REQUIREMENTS**	**QUANTITY**
STREET BUFFER REQUIREMENT (WEST- 767 L.F. AND 72 SOUTH - L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	34
SHRUBS	2 PER PROPOSED TREE REQUIRED	67
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	67
EXISTING TREES REMAINING		0
PERIPHERAL BUFFER REQUIREMENT (NORTH - 652 L.F., EAST - 585 L.F., SOUTH - 1307 L.F, AND WEST- 809 L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	134
SHRUBS	2 PER PROPOSED TREE REQUIRED	268
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	268
EXISTING TREES REMAINING		71
PARKING LANDSCAPE MEDIAN (11 PARKING ISLANDS)		
PROPOSED TREES REQUIRED	2 PER 8 PARKING SPACES	22
SHRUBS	2 PER PROPOSED TREE REQUIRED	44
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	44
LANDSCAPE AREA	30 SQUARE FEET PER SPACE	2,490
EXISTING TREES REMAINING		2
BUILDING FOUNDATION LANDSCAPING (3274 L.F. TOTAL)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	131
SHRUBS	2 PER PROPOSED TREE REQUIRED	262
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	262
EXISTING TREES REMAINING	25 FEET AROUND THE FOUNDATION	43
TOTAL SUMMARY		
PROPOSED TREES REQUIRED		321
SHRUBS		642
GROUNDCOVER		642
EXISTING TREES REMAINING		116
LANDSCAPE AREA		2,490

PRELIMINARY LANDSCAPE CALCULATIONS - PARCEL NO. 3		
SECTION	**REQUIREMENTS**	**QUANTITY**
STREET BUFFER REQUIREMENT (NORTHWEST- 284 L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	12
SHRUBS	2 PER PROPOSED TREE REQUIRED	24
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	24
EXISTING TREES REMAINING		1
PARKING LANDSCAPE MEDIAN (6 PARKING ISLANDS)		
PROPOSED TREES REQUIRED	2 PER 8 PARKING SPACES	12
SHRUBS	2 PER PROPOSED TREE REQUIRED	24
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	24
LANDSCAPE AREA	30 SQUARE FEET PER SPACE	1,350
EXISTING TREES REMAINING		0
BUILDING FOUNDATION LANDSCAPING (270 L.F. TOTAL)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	11
SHRUBS	2 PER PROPOSED TREE REQUIRED	22
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	22
EXISTING TREES REMAINING	25 FEET AROUND THE FOUNDATION	1
TOTAL SUMMARY		
PROPOSED TREES REQUIRED		35
SHRUBS		70
GROUNDCOVER		70
EXISTING TREES REMAINING		2
LANDSCAPE AREA		1350

PRELIMINARY LANDSCAPE CALCULATIONS - PARCEL NO. 4		
SECTION	**REQUIREMENTS**	**QUANTITY**
STREET BUFFER REQUIREMENT (NORTHWEST- 109 L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	5
SHRUBS	2 PER PROPOSED TREE REQUIRED	10
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	10
EXISTING TREES REMAINING		0
PARKING LANDSCAPE MEDIAN (5 PARKING ISLANDS)		
PROPOSED TREES REQUIRED	2 PER 8 PARKING SPACES	10
SHRUBS	2 PER PROPOSED TREE REQUIRED	20
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	20
LANDSCAPE AREA	30 SQUARE FEET PER SPACE	1,050
EXISTING TREES REMAINING		2
BUILDING FOUNDATION LANDSCAPING (236 L.F. TOTAL)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	9
SHRUBS	2 PER PROPOSED TREE REQUIRED	19
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	19
EXISTING TREES REMAINING	25 FEET AROUND THE FOUNDATION	0
TOTAL SUMMARY		
PROPOSED TREES REQUIRED		24
SHRUBS		49
GROUNDCOVER		49
EXISTING TREES REMAINING		2
LANDSCAPE AREA		1050

PARKING TABLE	
PARCEL 1: MAIN CAMPUS	
INSTITUTIONAL RESIDENTIAL:	110 BEDS X 1 SPACE/6 BEDS= 19 SPACES
(MEN RTC, WOMENS RTC, DINING, GROUP,OUT PATIENT, LOBBY/ADMIN, DETOX, HOUSE KEEPING/ MAINTENANCE)	43 EMPLOYEES X 1 SPACE/1 EMPLOYEE= 43 SPACES
	REQUIRED SPACES = 62 SPACES
	ADA SPACES REQUIRED= 4 SPACES
PARCEL 2: SOBER LIVING CAMPUS	
INSTITUTIONAL RESIDENTIAL:	64 BEDS X 1 SPACE/6 BEDS= 11 SPACES
(SOBER LIVING MANAGEMENT, SOBER LIVING WOMENS, SOBER LIVING MENS)	7 EMPLOYEES X 1 SPACE/1 EMPLOYEE= 7 SPACES
	REQUIRED SPACES= 17 SPACES
	ADA SPACES REQUIRED= 1 SPACES
PARCEL 3: SMALL RESTAURANT	
FUTURE RESTAURANT:	4,000 SF X 1 SPACE/100 GSF = 40 SPACES
	6 EMPLOYEES X 1 SPACE/EMPLOYEE = 6 SPACES
	REQUIRED SPACES = 46 SPACES
	46 SPACES X .95 = 44 REQUIRED SPACES
	1 BIKE RACK PROVIDED
PARCEL 4: SMALL RESTAURANT	
FUTURE RESTAURANT:	3,000 SF X 1 SPACE/100 GSF = 30 SPACES
	5 EMPLOYEES X 1 SPACE/EMPLOYEE = 5 SPACES
	REQUIRED SPACES = 35
	1 BIKE RACK PROVIDED
TOTAL CAMPUS SPACES REQUIRED=	79 SPACES PLUS 5 ADA SPACES
TOTAL CAMPUS SPACES PROVIDED=	83 SPACES PLUS 8 ADA SPACES
TOTAL PARKING PROVIDED =	165 SPACES
BIKE RACKS PROVIDED =	9 BIKE RACKS

CLEAR VIEW ZONE CALCULATIONS

ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)[1]	TIME GAP tg (unadjusted)[2]	GRADE ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES[4]	TIME GAP tg(adjusted)[2]	INTERSECTION SIGHT DISTANCE (ISD3)	STOPPING SIGHT DISTANCE (SSD)
D1	North Highway 89	Right	45	6.5	Yes	No	1	6.5	430	360
D2	North Highway 89	Right	45	6.5	Yes	No	1	6.5	430	360
D3	North Highway 89	Left	45	7.5	Yes	Yes	4	9.0	595	360
D4	North Highway 89	Left	45	7.5	Yes	Yes	4	9.0	595	360
D5	North Highway 89	Left	45	5.5	Yes	Yes	4	7.0	463	360
D6	North Highway 89	Left	45	5.5	Yes	Yes	4	7.0	463	360

Notes:

(1)	The major road speed limits (VMAJOR in MPH) are based on existing conditions in the project vicinity.
(2)	The time gap values, adjusted (tg (adjusted) in seconds) and unadjusted (tg (unadjusted) in seconds), are based on the current site plan and the AASHTO-Geometric Design of Highways and Streets Exhibits 9-54 and 9-57 for D1 and D2 and Exhibits 9-66 and 9-67 for M1. The first lane crossed does not warrant an adjustment to the time gap.
(3)	The intersection site distance (ISD in feet) calculations are based on Equation 9-1 in the AASHTO-Geometric Design of Highways and Streets. Equation 9-1: ISD=1.47*VMAJOR*tg
(4)	The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.
(5)	If the approach grade is greater than 3%, add 0.1 seconds for each percent grade.

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

###
ARIZONA

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY

LANDSCAPE, PARKING, & CLEAR VIEW ZONE TABLES

JOB NO: 20136
DATE: MAY 21
SCALE: N/A
DRAWN: HS
DESIGN: CNP
CHECKED: SCI

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DRAWING NO.
CP04

SHT NO. 5 OF 6

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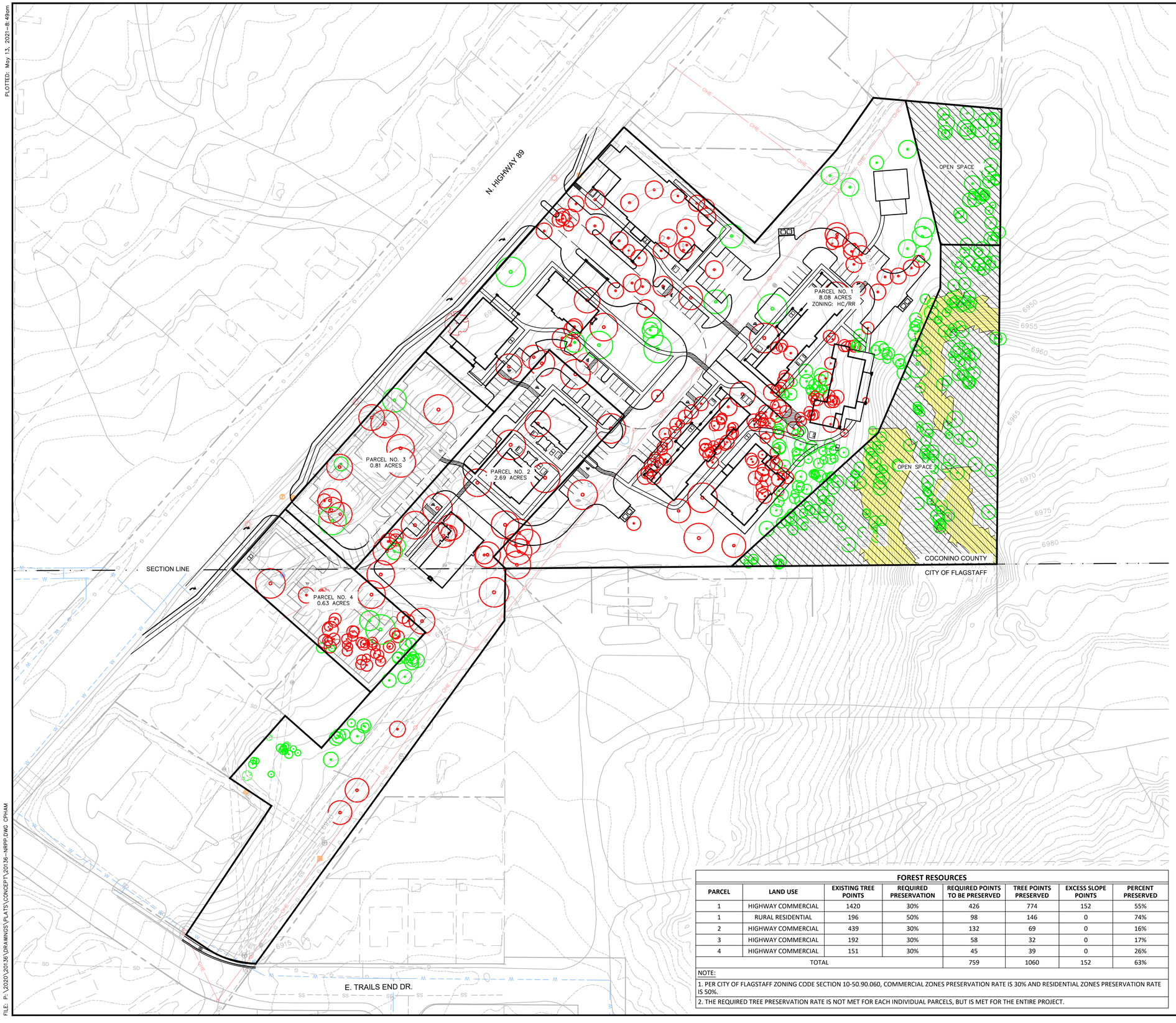
PLOTTED: May 13, 2021–8:49am



LEGEND

- PRESERVED TREES
- DISTURBED TREES
- EXISTING SLOPE 17–24.99%
- DISTURBED SLOPE 17–24.99%

NOTES:

1. PROPOSED SIDEWALKS WILL MEANDER AROUND EXISTING TREES WHERE POSSIBLE.
2. EXISTING SLOPES ON THE SITE DO NOT EXCEED 24.99%.
3. EXISTING, LARGE, MATURE PONDEROSA PINE TREES WILL BE SAVED WHERE POSSIBLE.
4. PROJECT HAS AREAS THAT ARE OVER 24.99% SLOPE, BUT DOES NOT MEET THE CRITERIA PER CITY OF FLAGSTAFF SECTION 10–50.90.050 OF 100 FEET IN HORIZONTAL DISTANCE OR 10 FEET IN VERTICAL DISTANCE.

STEEP SLOPE RESOURCES	
	COMMERCIAL
REQUIRED PRESERVATION RATE FOR 17-24.99%	60% OF SLOPE AREA
SLOPE AREA (SF) FOR 17-24.99%	25,307
REQUIRED PRESERVATION (SF)	17,715
PRESERVED SLOPE (SF)	25,307
ACTUAL PRESERVATION RATE	100.0%
EXCESS SLOPE FOR 17-24.99% (SF)	7,592
CONVERSION OF EXCESS SLOPE TO EVERY 50 SF	152
TOTAL EXCESS SLOPE PRESERVED SLOPE AREA POINTS	**152**

OPEN SPACE ANALYSIS	
HIGHWAY COMMERCIAL DEVELOPMENT	
TOTAL GROSS SITE AREA (SF)	303,841
15% OF GROSS SITE AREA, NO LESS THAN 400 SF (SF)	45,576
REQUIRED OPEN SPACE (SF)	45,576
PROVIDED OPEN SPACE (SF)	74,832
RURAL RESIDENTIAL DEVELOPMENT	
TOTAL GROSS SITE AREA (SF)	47,697
15% OF GROSS SITE AREA, NO LESS THAN 400 SF (SF)	7,155
REQUIRED OPEN SPACE (SF)	7,155
PROVIDED OPEN SPACE (SF)	19,630
1. Open space is active and passive recreation areas, landscape areas, and community gardens according to the Flagstaff Zoning Code 10-50.110. 2. Open space provided in Parcel No. 1 includes the required open space for the entire project site.	

FOREST RESOURCES

PARCEL	LAND USE	EXISTING TREE POINTS	REQUIRED PRESERVATION	REQUIRED POINTS TO BE PRESERVED	TREE POINTS PRESERVED	EXCESS SLOPE POINTS	PERCENT PRESERVED
1	HIGHWAY COMMERCIAL	1420	30%	426	774	152	55%
1	RURAL RESIDENTIAL	196	50%	98	146	0	74%
2	HIGHWAY COMMERCIAL	439	30%	132	69	0	16%
3	HIGHWAY COMMERCIAL	192	30%	58	32	0	17%
4	HIGHWAY COMMERCIAL	151	30%	45	39	0	26%
TOTAL				759	1060	152	63%

NOTE:

1. PER CITY OF FLAGSTAFF ZONING CODE SECTION 10-50.90.060, COMMERCIAL ZONES PRESERVATION RATE IS 30% AND RESIDENTIAL ZONES PRESERVATION RATE IS 50%.
2. THE REQUIRED TREE PRESERVATION RATE IS NOT MET FOR EACH INDIVIDUAL PARCELS, BUT IS MET FOR THE ENTIRE PROJECT.

SCALE 1" : 60'
0 30 60

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

PRELIMINARY NATURAL PROTECTION PLAN

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY
FLAGSTAFF ARIZONA

JOB NO: 20136
DATE: MAY 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

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REVISIONS

NO.	DESCRIPTION	DATE	BY

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DRAWING NO.
NRPP

SHT NO. 6 OF 6

FILE: P:\2020\20136\DRAWINGS\PLATS\CONCEPT\20136-NRPP.DWG CPHAM

PLOTTED: Jul 22, 2021-7:56am

CONCEPT ZONING MAP AMENDMENT

FOR

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF, ARIZONA

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

RESOURCE PRESERVATION

APN 113-17-011A & 301-50-005G DO NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. HOWEVER, AN ANNEXATION AND REZONE WILL REQUIRE A RESOURCE PROTECTION PLAN FOR APN 301-50-005G.

FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6827G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

PROJECT DATA:

PROPOSED BUILDING SQUARE FOOTAGE
MAIN CAMPUS:
DETOX (BUILDING & PATIO): (11,550 SF + 1,191 SF) = 12,741 SF TOTAL
ADMINISTRATION: 3,231 SF
OUTPATIENT PROGRAM (BUILDING & PATIO): (4,453 SF + 1,627 SF) = 6,000 SF TOTAL
RESIDENTIAL TREATMENT CENTER (RTC) MENS (1ST + 2ND FLOOR): 10,546 SF TOTAL
RESIDENTIAL TREATMENT CENTER (RTC) WOMENS (1ST + 2ND FLOOR): 10,546 SF TOTAL
GROUP (BUILDING & PATIO): (5,333 SF + 3,116 SF) = 8,449 SF TOTAL
DINING/KITCHEN (BUILDING & PATIO): (4,128 SF + 1,670 SF) = 5,798 SF TOTAL

SOBER LIVING:
MANAGEMENT: 3,974 SF
MENS (1ST & 2ND FLOOR): 4,974 SF TOTAL
WOMENS (1ST & 2ND FLOOR): 4,974 SF TOTAL

EQUESTRIAN AREA (STABLE & PATIO): (1,800 SF + 700 SF) = 2,500 SF TOTAL

FLOOR AREA RATIO
FLOOR AREA RATIO (FAR) FOR HC: 3.0 MAX
PROPOSED MAIN CAMPUS FAR: 39,241 SF/303,838 SF = 0.13
PROPOSED SOBER LIVING FAR: 8,948 SF/116,842 SF = 0.08
PROPOSED FUTURE LOT 1 FAR: 4,000 SF/35,277 SF = 0.11
PROPOSED FUTURE LOT 2 FAR: 3,000 SF/27,328 SF = 0.11

LOT COVERAGE
LOT COVERAGE FOR RR: 20% MAX
PROPOSED EQUESTRIAN AREA LOT COVERAGE (INCLUDING PATIO): 2,500 SF/ 47,697 SF = 5.24%

BUILDING CONSTRUCTION TYPE
V-B (1 HOUR, SPRINKLED)

BUILDING HEIGHT
BUILDING HEIGHT FOR HC: 60' MAX
BUILDING HEIGHT FOR RR: 35' MAX
PROPOSED BUILDING HEIGHT FOR DINING, RTC MEN AND WOMEN, SOBER LIVING MEN AND WOMEN: 2 STORIES
ALL OTHER BUILDING HEIGHT: SINGLE STORY

PARKING
MAIN CAMPUS:
INSTITUTIONAL RESIDENTIAL: 1 SPACE PER 6 BEDS, PLUS 1 SPACE PER EMPLOYEE
RTC MENS: (40/6 BEDS * 1) + (3 STAFF * 1) = 10 SPACES
RTC WOMENS: (40/6 BEDS * 1) + (3 EMPLOYEES * 1) = 10 SPACES
DINING/KITCHEN: (5 EMPLOYEES * 1) = 5 SPACES
GROUP: (6 EMPLOYEES * 1) = 6 SPACES
OUTPATIENT PROGRAM: (5 EMPLOYEES * 1) = 5 SPACES
ADMINISTRATION: (6 EMPLOYEES * 1) = 6 SPACES
DETOX: (30/6 BEDS * 1) + (7 STAFF * 1) = 12 SPACES
HOUSE KEEPING/MAINTENANCE: (8 EMPLOYEES * 1) = 8 SPACES
TOTAL PARKING REQUIRED: 62 SPACES
ADA PARKING REQUIRED: 4 SPACES

SOBER LIVING:
MANAGEMENT: (3 EMPLOYEES * 1) = 3 SPACES
MENS: (32/6 BEDS * 1) + (2 EMPLOYEES * 1) = 8 SPACES
WOMENS: (32/6 BEDS * 1) + (2 EMPLOYEES * 1) = 8 SPACES
TOTAL PARKING REQUIRED: 19 SPACES
ADA PARKING REQUIRED: 1 SPACES

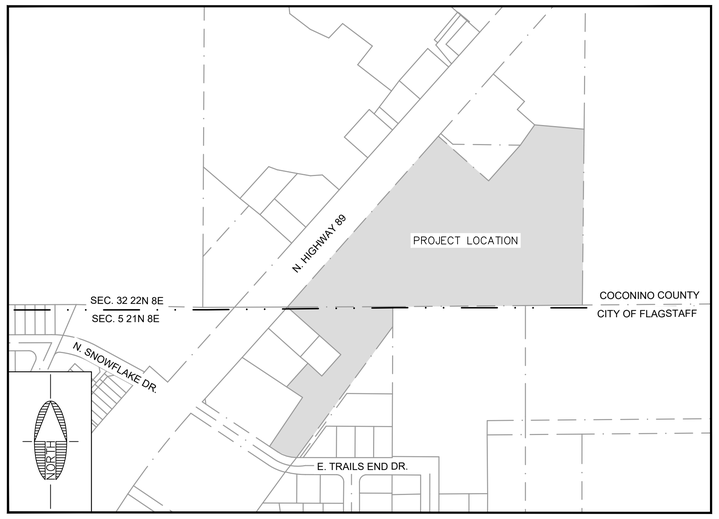
TOTAL MAIN CAMPUS & SOBER LIVING PARKING REQUIRED: 86 SPACES (INCLUDING 5 ADA SPACES)
TOTAL BIKE PARKING REQUIRED: 86 SPACES & 5% = 5 SPACES
TOTAL BIKE PARKING PROVIDED: 9 BIKE RACKS (INCLUDING 3 COVERED)
PARKING REDUCTION: 86 SPACES * 5% = 4.3 SPACES REDUCED
TOTAL MAIN CAMPUS & SOBER LIVING PARKING PROVIDED: 83 SPACES (INCLUDING 8 ADA SPACES)

REQUIRED PARKING FOR FUTURE LOT 1 (4,000 SF):
RESTAURANT: 1 SPACE PER 100 GSF, PLUS 1 SPACE PER EMPLOYEE
TOTAL PARKING REQUIRED: (4,000/100 GSF * 1) + (6 EMPLOYEES * 1) = 46 SPACES
TOTAL BIKE PARKING PROVIDED: 1 BIKE RACK
PARKING REDUCTION: 46 SPACES * 5% = 2.25 SPACES REDUCED
TOTAL PARKING PROVIDED: 45 SPACES (INCLUDING 1 ADA SPACE)

PROPOSED PARKING FOR FUTURE LOT 2 (3,000 SF):
RESTAURANT: 1 SPACE PER 100 GSF, PLUS 1 SPACE PER EMPLOYEE
TOTAL PARKING REQUIRED: (3,000/100 GSF * 1) + (5 EMPLOYEES * 1) = 35 SPACES
TOTAL PARKING PROVIDED: 35 SPACES (INCLUDING 1 ADA SPACE)
TOTAL BIKE PARKING PROVIDED: 1 BIKE RACK

OPEN SPACE
TOTAL OPEN SPACE REQUIRED FOR HC: 45,576 SF
TOTAL OPEN SPACE PROVIDED FOR HC: 74,832 SF

TOTAL OPEN SPACE REQUIRED FOR RR: 7,155 SF
TOTAL OPEN SPACE PROVIDED FOR RR: 19,630 SF



VICINITY MAP
N.T.S.

PROJECT OWNER/DEVELOPER:

FLAGLAND LLC
MIKE ZIPPRICH
7144 E. STETSON, C-200
SCOTTSDALE, AZ 85251
(602)-882-7451

PROPERTY DATA:

FLAGSTAFF REHAB CAMPUS
7000 N. HIGHWAY 89
FLAGSTAFF, AZ 86004

ASSESSOR'S PARCEL NO.
113-17-011A (±2.15 AC) &
301-50-005G (±10.06 AC)

EXISTING ZONING
APN 113-17-011A: HIGHWAY COMMERCIAL (HC)
APN 301-50-005G: CH-10,000

PROPOSED ZONING
APN 301-50-005G: HIGHWAY COMMERCIAL (HC) & RURAL RESIDENTIAL (RR)

PROJECT ENGINEER:

SHEPHARD-WESNITZER, INC.
STEPHEN IRWIN
110 W. DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

PROJECT ARCHITECT:

PAUL D. BUSTAMANTE
16 E. ROUTE 66, SUITE 202
FLAGSTAFF, AZ 86001

SHEET INDEX

SHEET NO.	DRAWING NO.	SHEET TITLE
1	CVR	COVER SHEET
2	CM01	CONTEXT ANALYSIS MAP
3	SM01	SITE ANALYSIS MAP
4	CP01	CONCEPT ZONING PLAN
5	NRPP	NATURAL RESOURCE PROTECTION PLAN

LEGEND

LOT LINE
ROW
EASEMENT
8"SS — GRAVITY SEWER LINE
8"W — PUBLIC WATER LINE
STORM DRAIN PIPE
LOT BOUNDARY
FIRE HYDRANT
W — WATER METER
S — SEWER MANHOLE
GATE VALVE
DRAINAGE ARROW
PROPOSED SEWER SERVICE
PROPOSED WATER SERVICE

EX. LOT LINE
EX. EASEMENT
6945 — EX. INDEX CONTOUR
8"W — EX. WATER LINE
EX. SEWER LINE
G — EX. GAS
S — EX. STORM DRAIN
UGE — EX. UNDERGROUND UTIL.
OHE — EX. OVERHEAD UTIL.
SECTION LINE
EX. ROAD STRIPING
WV — EX. WATER VALVE
EX. SIGNAGE
EX. LIGHT POLE
SCE87478 — EX. ELECTRIC BOX
EX. DRAINAGE ARROW

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF ARIZONA

FLAGSTAFF REHAB CAMPUS

COVER SHEET

JOB NO: 20136
DATE: JUL 21
SCALE: N/A
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

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Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CVR

SHT NO. 1 OF 5

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - COVER SHEET.DWG CPHAM

PLOTTED: Jul 22, 2021-7:57am



LEGEND

PROPERTY TO BE REZONED

EXISTING PROPERTY LINE

CITY LIMITS

CITY OF FLAGSTAFF ZONING

R1	SINGLE-FAMILY RESIDENTIAL
MR	MEDIUM DENSITY RESIDENTIAL
MH	MANUFACTURED HOUSING
HC	HIGHWAY COMMERCIAL
HI	HEAVY INDUSTRIAL
PF	PUBLIC FACILITY
"CITY"	CITY OF FLAGSTAFF

COCONINO COUNTY ZONING

AR-5	AGRICULTURAL RESIDENTIAL (5 AC)
AR-2 1/2	AGRICULTURAL RESIDENTIAL (2.5 AC)
CH-10,000	COMMERCIAL HEAVY
"COUNTY"	COCONINO COUNTY

SCALE 1" : 150'
0 75 150

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONTEXT ANALYSIS MAP

JOB NO:	20136
DATE:	JUL 21
SCALE:	AS SHOWN
DRAWN:	CNP
DESIGN:	CNP
CHECKED:	SCI

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928.774.8934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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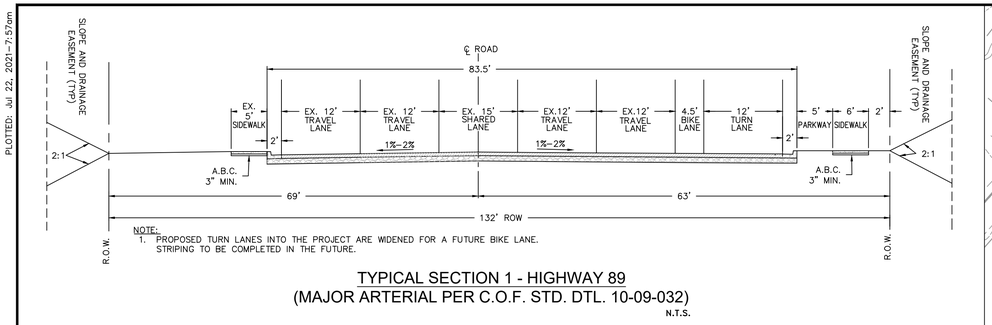
DRAWING NO.
CM01

SHT NO. 2 OF 5

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONTEXT ANALYSIS MAP.DWG CPHAM



TYPICAL SECTION 1 - HIGHWAY 89
(MAJOR ARTERIAL PER C.O.F. STD. DTL. 10-09-032)
N.T.S.

CLEAR VIEW ZONE #D3
53.5'X595'

N. HIGHWAY 89

DETOX

FUTURE EQUESTRIAN AREA

PROPOSED 26' PUE

PROPOSED 8' PUE

PROPOSED 8' PUE

EXISTING 5' WATER LINE EASEMENT

PROPOSED 8' PUE

PROPOSED 26' PAE

ADMINISTRATION

PROPOSED 6" FIRE LINE (TYP.)

OUTPATIENT PROGRAM (OP)

PROPOSED 20' PUE

PROPOSED 20' PUE

PROPOSED 10' PUE

RESIDENTIAL TREATMENT CENTER (RTC) WOMENS

DINING

PROPOSED WATER METER (TYP.)

PROPOSED RPA (TYP.)

PROPOSED FIRE HYDRANT (TYP.)

SOBER LIVING WOMENS

FUTURE COMMERCIAL PAD

PROPOSED 12" WATER MAIN

PROPOSED 8' PUE

RESIDENTIAL TREATMENTS CENTER (RTC) MENS

SOBER LIVING MENS

PROPOSED SEWER SERVICE (TYP.)

GROUP

EXISTING STREET LIGHTS TO BE RELOCATED (TYP.)

PROPOSED WATER SERVICE (TYP.)

PROPOSED 26' PAE

PROPOSED 20' PUE

PROPOSED 15' PUE

CONNECT TO EXISTING WATER MAIN

SECTION LINE

FUTURE COMMERCIAL PAD

SOBER LIVING MANAGEMENT

COCONINO COUNTY

CITY OF FLAGSTAFF

EXISTING 8' ELECTRIC EASEMENT

EXISTING/PROPOSED ULTIMATE DISCHARGE LOCATION

PROPOSED EXTENDED DETENTION BASIN

EXISTING 40' PUE

EXISTING FIRE HYDRANT

RELOCATED FIRE EXISTING FIRE HYDRANT

EXISTING DRAINAGE SWALE

EXISTING OVERHEAD ELECTRIC LINE

PROPOSED SEWER MANHOLE (TYP.)

EXISTING 12" CI WATER MAIN

PROPOSED 26' PUE

PROPOSED 8" SEWER MAIN

EXISTING DIRT ROAD TO REMAIN

EXISTING 16' PUE

EXISTING 25' GAS EASEMENT

EXISTING 16' PUE

EXISTING 10' SEWER EASEMENT

EXISTING GAS LINE

EXISTING 10' SEWER EASEMENT

CONNECT TO EXISTING SEWER MANHOLE

EXISTING 8" PVC SEWER LINE

PROPOSED SCUPPER

EXISTING 8" CI WATER LINE

CONNECT TO EXISTING WATER LINE

EXISTING ULTIMATE STORMWATER DISCHARGE LOCATION

E. TRAILS END DR.

SCALE 1" : 60'
0 30 60

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONCEPT ZONING PLAN

JOB NO:	20136
DATE:	JUL 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

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928.774.8934 fax
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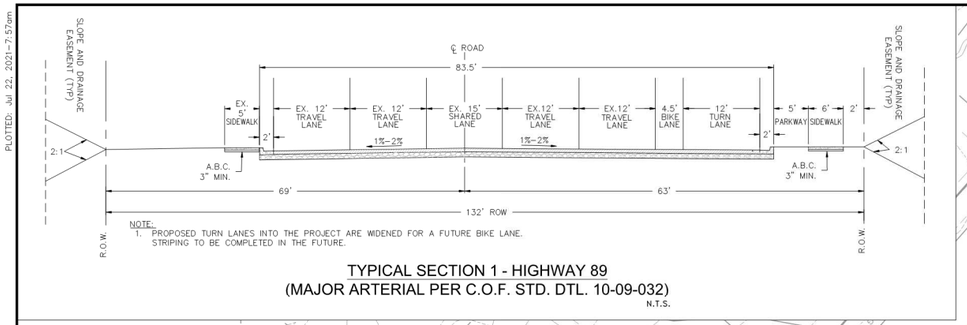
DRAWING NO.
CP01

SHT NO. 4 OF 5

PLOTTED: Jul 22, 2021-7:57am

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONCEPT ZONING PLAN.DWG CPHAM



TYPICAL SECTION 1 - HIGHWAY 89
(MAJOR ARTERIAL PER C.O.F. STD. DTL. 10-09-032)
N.T.S.

Sewer line extension to neighbor to the north.

N. HIGHWAY 89
CLEAR VIEW ZONE #03 53.5'X595'
FUTURE EQUESTRIAN AREA
DETOX
PROPOSED 26' PUE
PROPOSED 8' PUE
EXISTING 5' WATER LINE EASEMENT
PROPOSED 26' PAE
ADMINISTRATION
PROPOSED 6" FIRE LINE (TYP.)
OUTPATIENT PROGRAM (OP)
PROPOSED 20' PUE
RESIDENTIAL TREATMENT CENTER (RTC) WOMENS
PROPOSED 10' PUE
PROPOSED WATER METER (TYP.)
PROPOSED RPA (TYP.)
DINING
PROPOSED FIRE HYDRANT (TYP.)
SOBER LIVING WOMENS
FUTURE COMMERCIAL PAD
RESIDENTIAL TREATMENTS CENTER (RTC) MENS
PROPOSED 12" WATER MAIN
SOBER LIVING MENS
PROPOSED SEWER SERVICE (TYP.)
GROUP
EXISTING STREET LIGHTS TO BE RELOCATED (TYP.)
PROPOSED WATER SERVICE (TYP.)
PROPOSED 15' PUE
CONNECT TO EXISTING WATER MAIN
SECTION LINE
SOBER LIVING MANAGEMENT
COCONINO COUNTY
CITY OF FLAGSTAFF
EXISTING 8' ELECTRIC EASEMENT
EXISTING/PROPOSED ULTIMATE DISCHARGE LOCATION
PROPOSED EXTENDED DETENTION BASIN
EXISTING 40' PUE
EXISTING FIRE HYDRANT
RELOCATED FIRE EXISTING FIRE HYDRANT
EXISTING DRAINAGE SWALE
EXISTING OVERHEAD ELECTRIC LINE
EXISTING 12" CI WATER MAIN
PROPOSED SEWER MANHOLE (TYP.)
PROPOSED 26' PUE
PROPOSED 8" SEWER MAIN
EXISTING DIRT ROAD TO REMAIN
EXISTING 16' PUE
EXISTING 25' GAS EASEMENT
EXISTING 16' PUE
EXISTING 10' SEWER EASEMENT
EXISTING GAS LINE
EXISTING 10' SEWER EASEMENT
CONNECT TO EXISTING SEWER MANHOLE
EXISTING 8" PVC SEWER LINE
PROPOSED SCUPPER
EXISTING 8" CI WATER LINE
CONNECT TO EXISTING WATER LINE
EXISTING ULTIMATE STORMWATER DISCHARGE LOCATION
E. TRAILS END DR.

SCALE 1" = 60'
0 30 60

Exhibit #1

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONCEPT ZONING PLAN

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

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DRAWING NO.
CP01

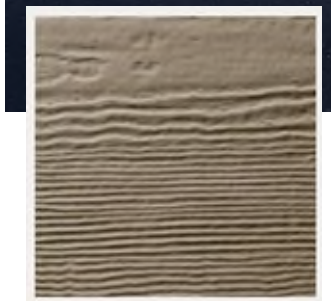
SHT NO. 4 OF 5

PLOTTED: Jul 22, 2021-7:57am
FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONCEPT ZONING PLAN.DWG CPHAM

Flagstaff Location







Khaki Brown ›



Timber Bark ›



Aged Pewter ›



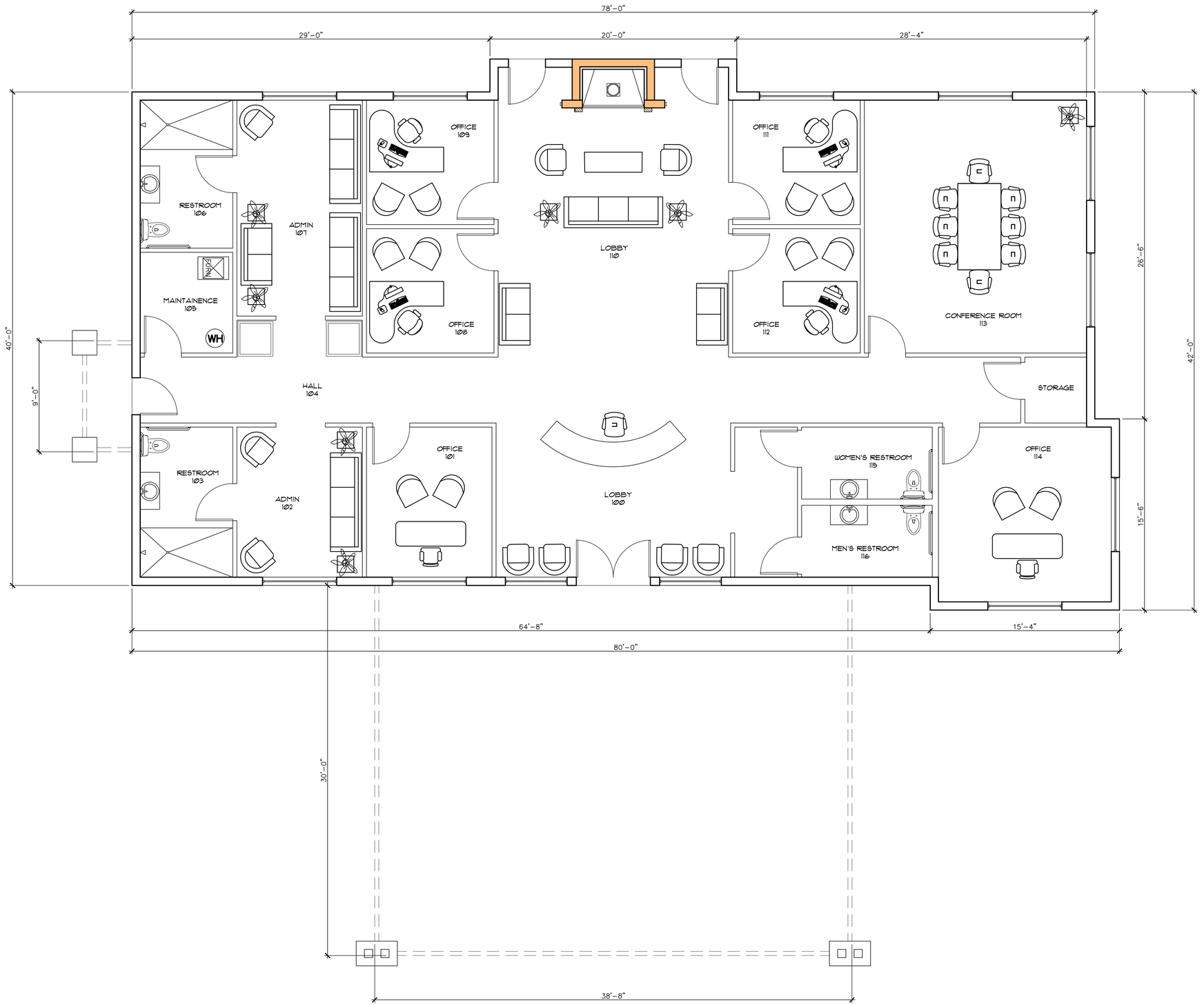
Ledgestone Series

(Click to view all Ledgestone Veneer styles)



Stone Combinations

(Click to view all Stone Combination styles)



1 Admin. Floor Plan

SCALE: 1/4" = 1'-0"

architecture
consultation
development

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.7744
email:PDBarchitect@aol.com

paul d. bustamante
architect

Health Facility - Admin Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

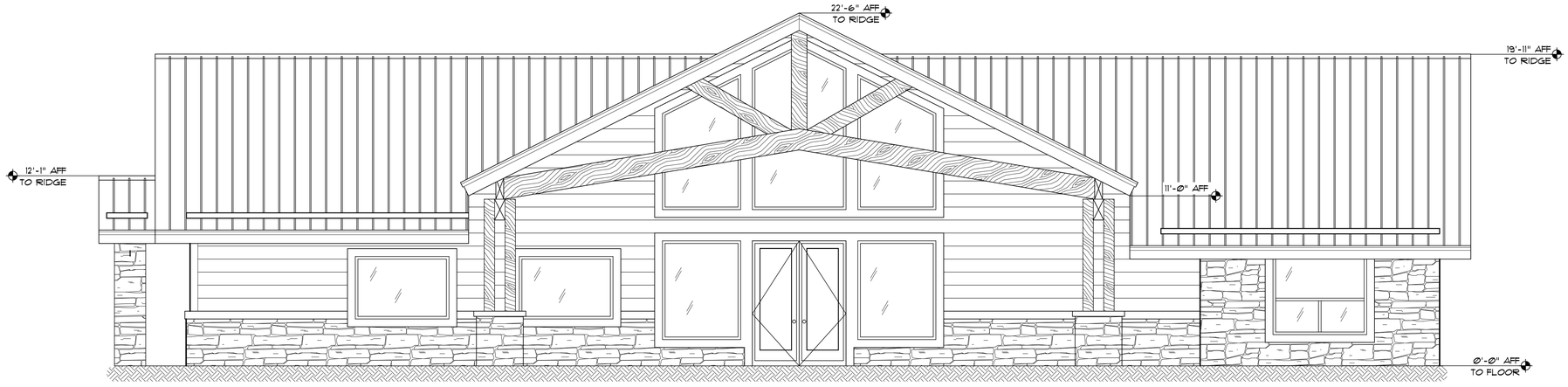
Date: January 19, 2021

Job No:

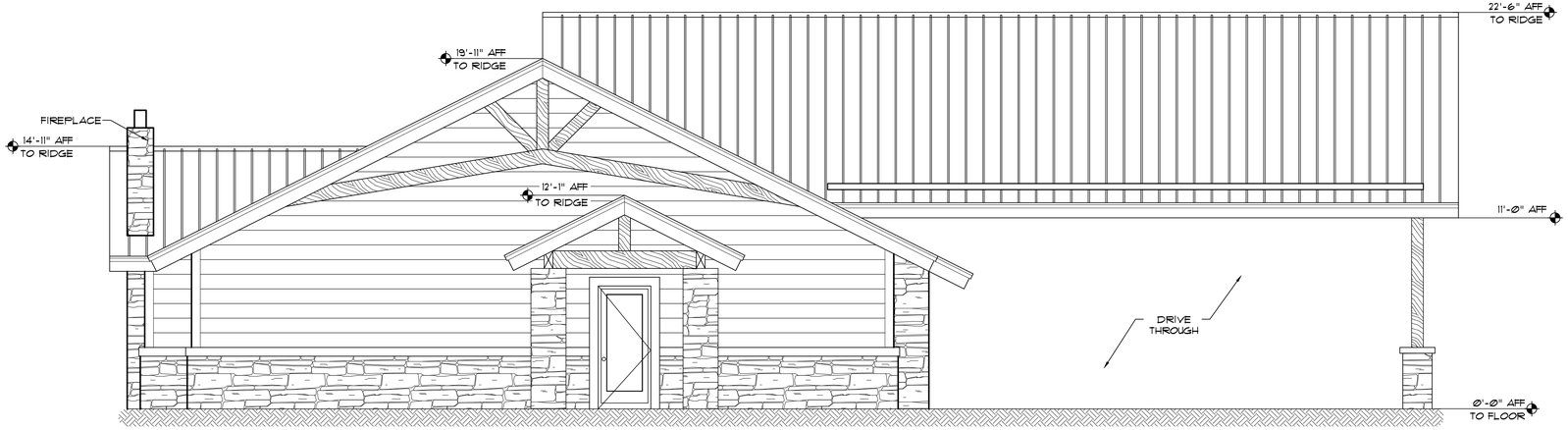
SHEET

A-AD1.0

FLOOR PLAN
ADMIN.
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-Ø"



2 WEST ELEVATION
SCALE: 1/4" = 1'-Ø"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

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Health Facility - Admin Building
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Flagstaff, AZ

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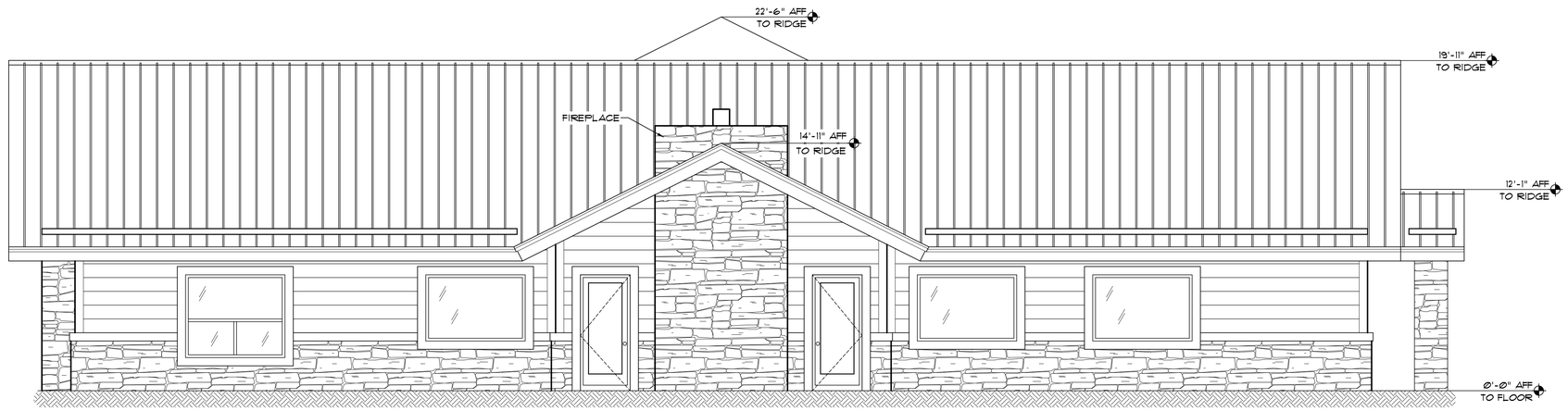
Revisions	By

Drawn: LJ
Date: January 19, 2021
Job No:

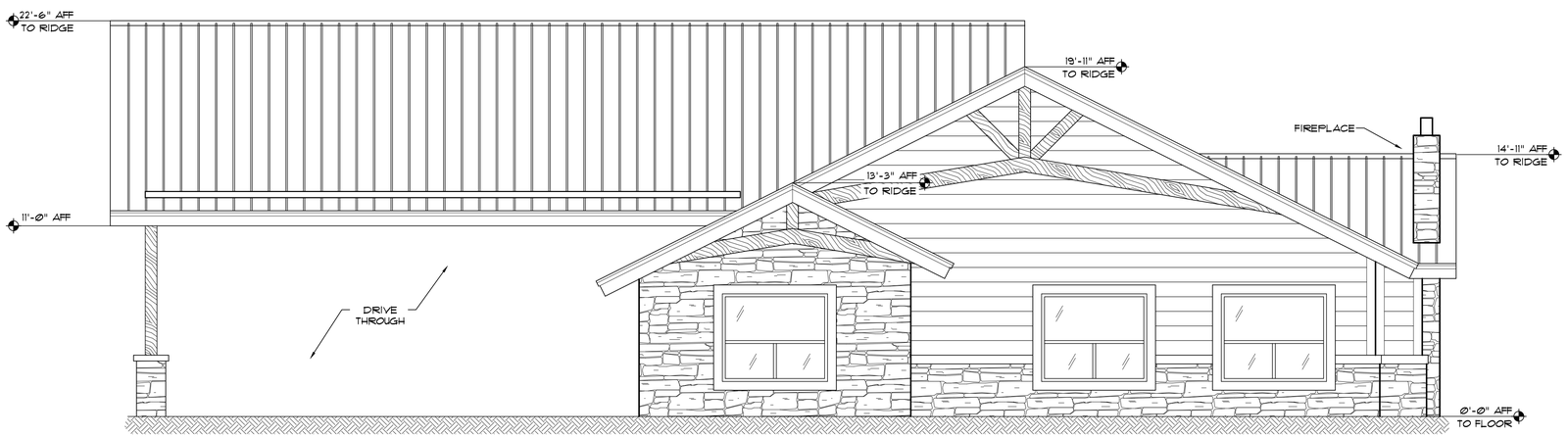
SHEET
A-AD2.0

EXTERIOR ELEVS
ADMIN
SCALE: 1/4" = 1'-Ø"



1 NORTH ELEVATION

SCALE: 1/4" = 1'-Ø"



2 EAST ELEVATION

SCALE: 1/4" = 1'-Ø"

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PRELIMINARY
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CONSTRUCTION

Revisions	By

Drawn: LJ

Date: January 19, 2021

Job No:

SHEET

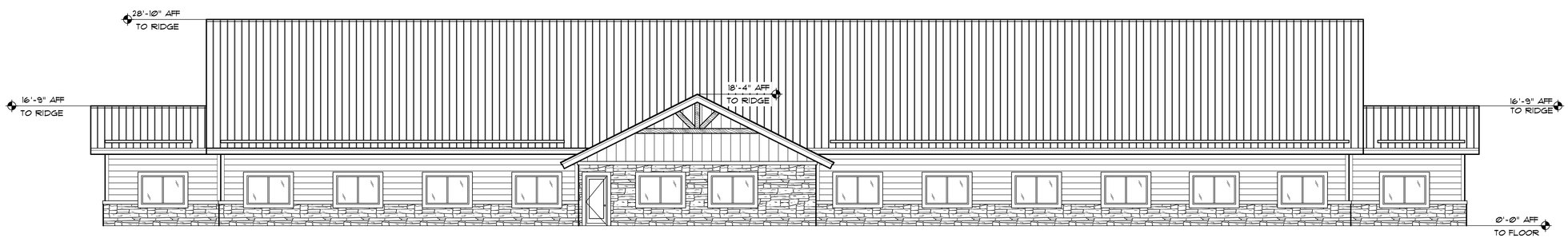
A-AD2.1

EXTERIOR ELEVS
ADMIN.
SCALE: 1/4" = 1'-Ø"



1 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

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Health Facility - Detox Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

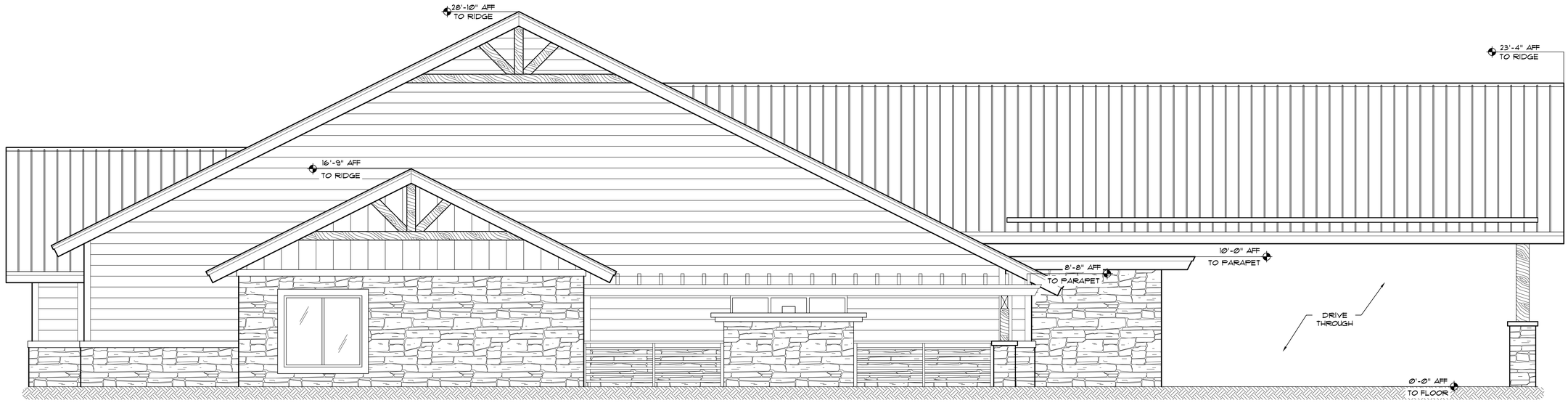
Date: February 5, 2021

Job No:

SHEET

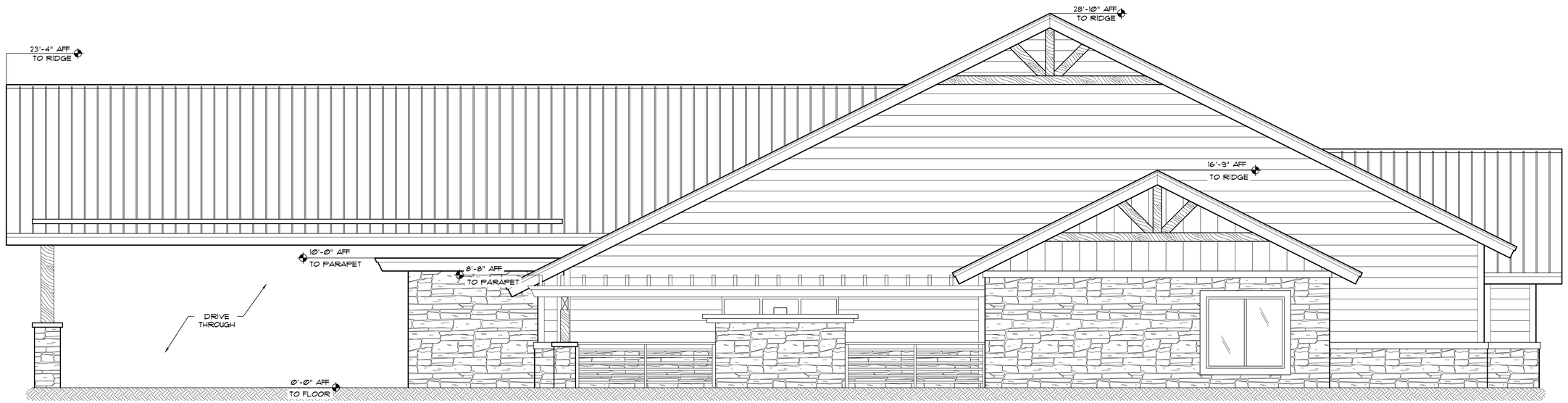
A-DT2.0

EXTERIOR ELEVS
DETOX
SCALE: 1/8" = 1'-0"



1 WEST ELEVATION

SCALE: 1/4" = 1'-0"



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"

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Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

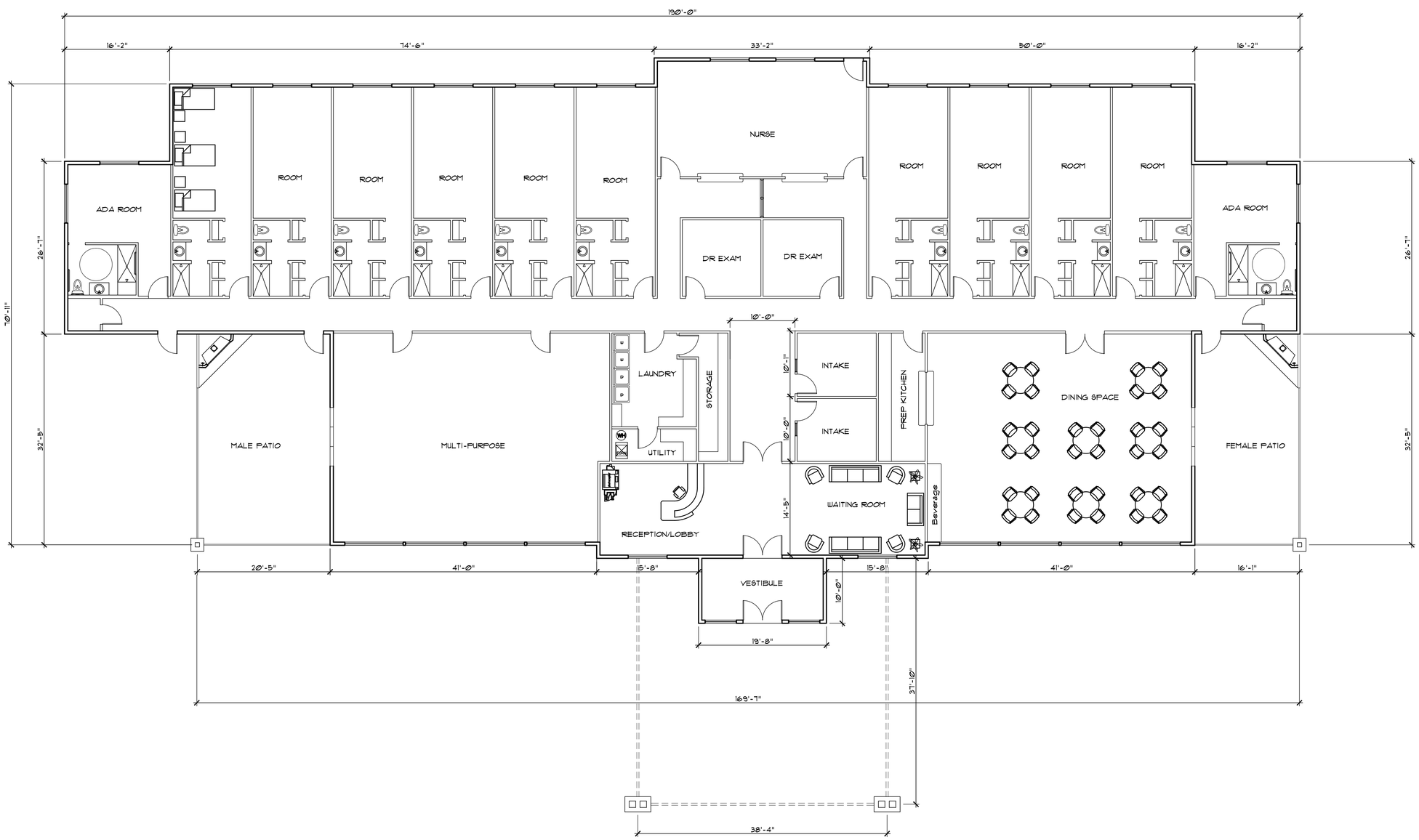
Date: February 5, 2021

Job No:

SHEET

A-DT2.1

EXTERIOR ELEVS
DETOX
SCALE: 1/4" = 1'-0"



1 Detox Floor Plan
SCALE: 1/8" = 1'-0"

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flagstaff, arizona 86001
tel 928.774.7744
email: PDBarchitect@aol.com

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architect

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consultation
development

Health Facility - Detox Building
Highway 89-A
Flagstaff, AZ

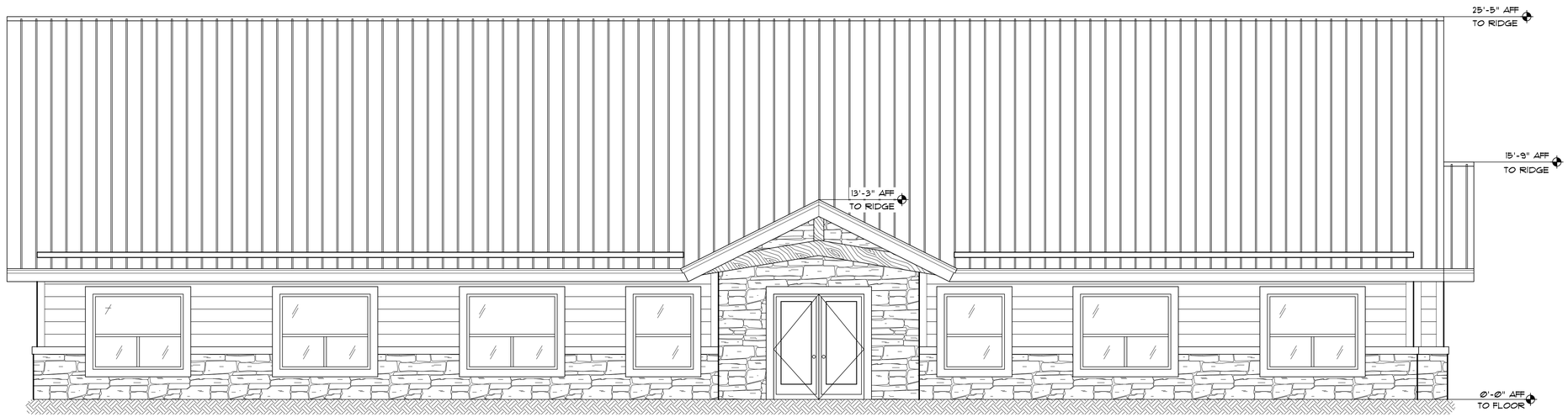
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: January 19, 2021
Job No:

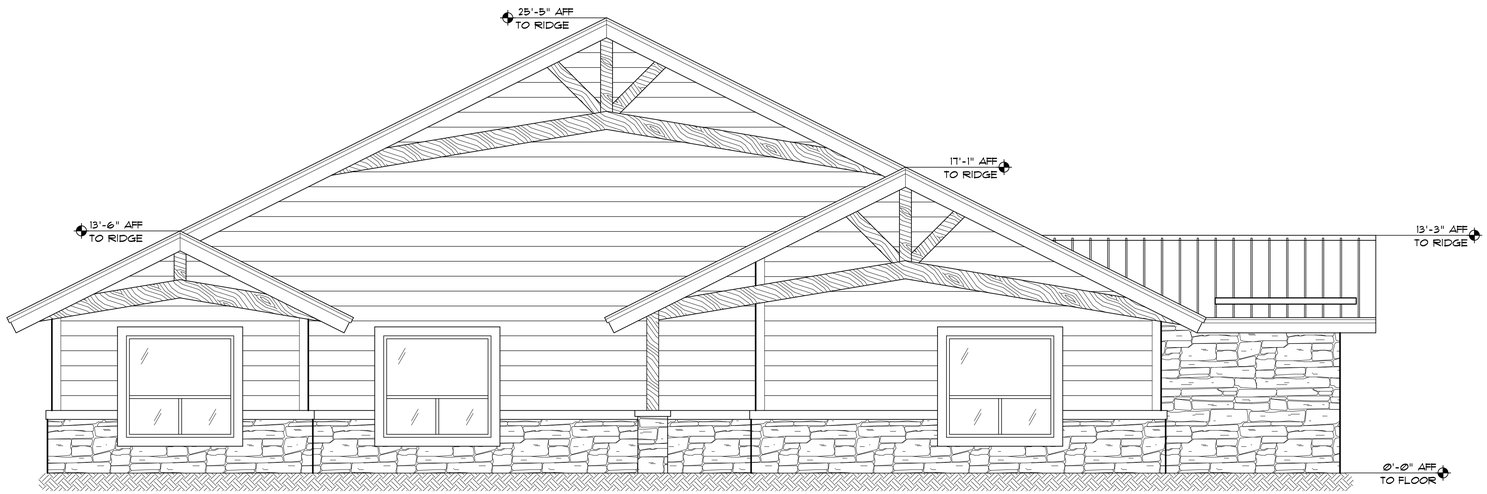
SHEET
A-DT1.0

FLOOR PLAN
DETOX
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION

SCALE: 1/4" = 1'-Ø"



2 WEST ELEVATION

SCALE: 1/4" = 1'-Ø"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

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Health Facility - Group Building
Highway 89-A
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PRELIMINARY
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Revisions	By

Drawn: LJ

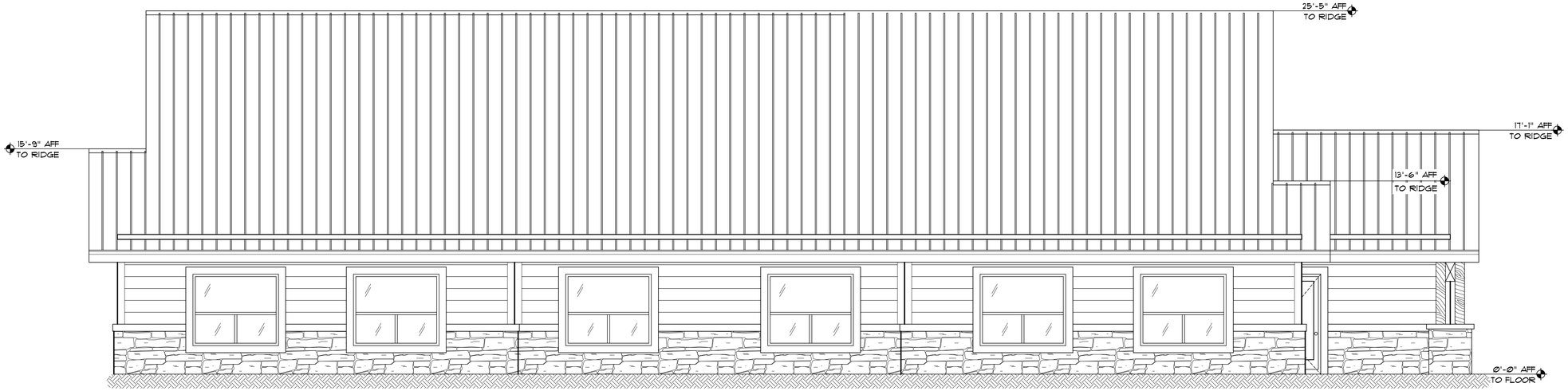
Date: January 19, 2021

Job No:

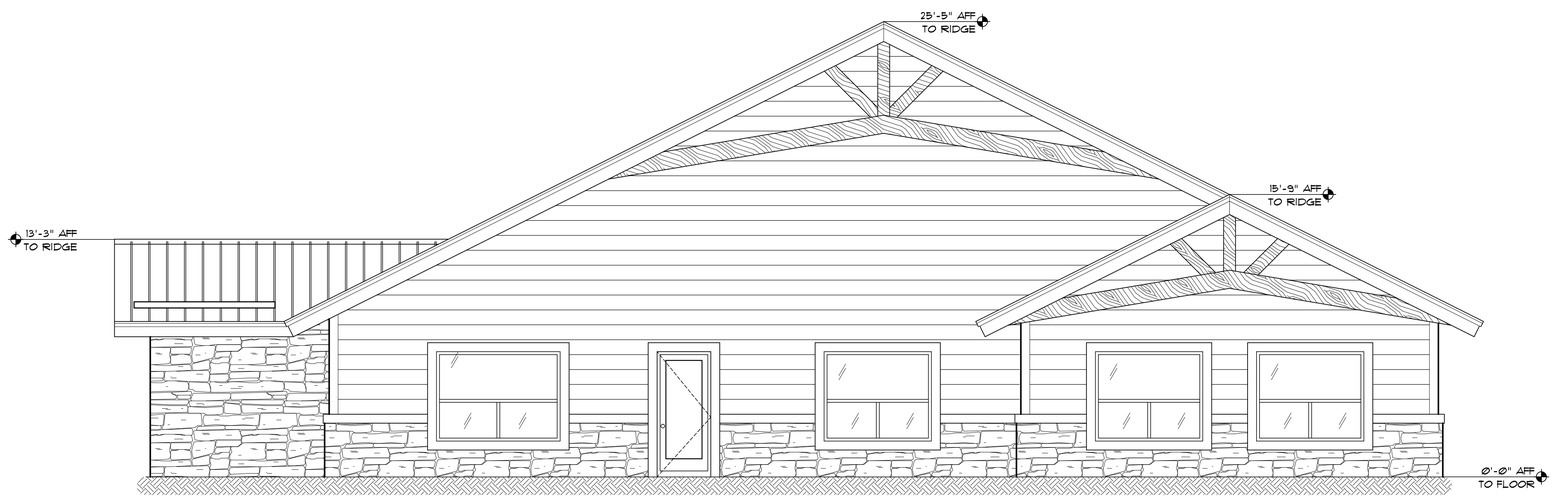
SHEET

A-GR2.0

EXTERIOR ELEVS
GROUP
SCALE: 1/4" = 1'-Ø"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-Ø"



2 EAST ELEVATION
SCALE: 1/4" = 1'-Ø"

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Revisions	By

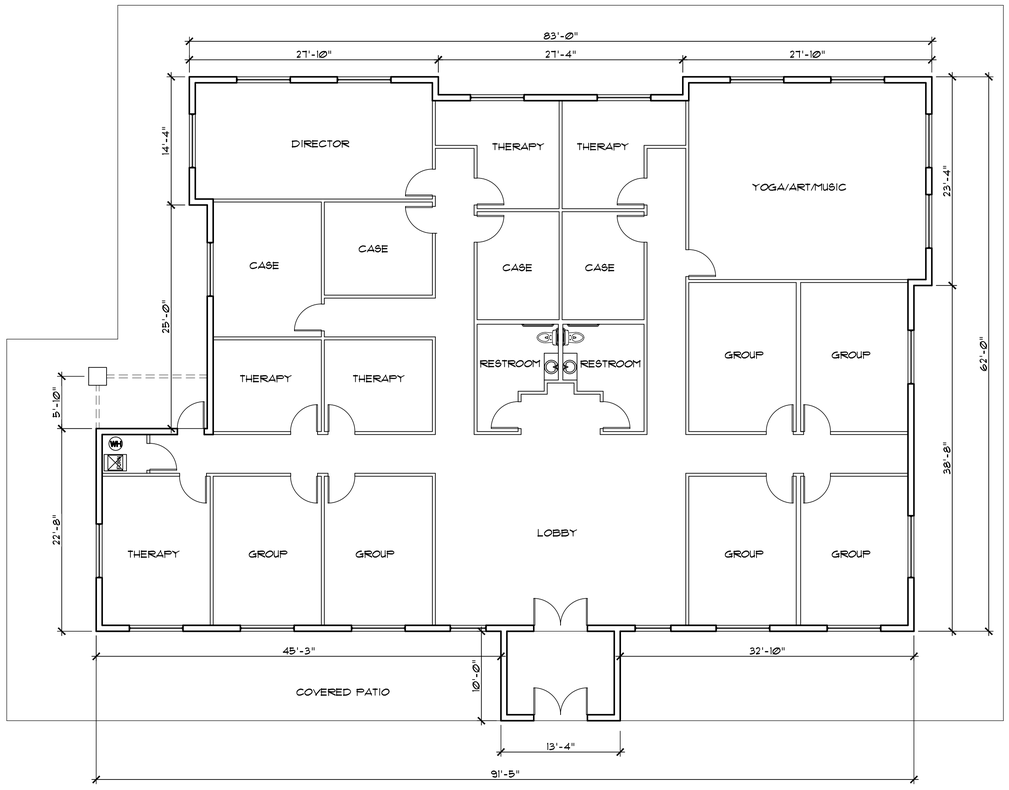
Drawn: LJ

Date: January 19, 2021

Job No:

SHEET
A-GR2.1

EXTERIOR ELEVS
GROUP
SCALE: 1/4" = 1'-Ø"



1 Group Floor Plan

SCALE: 1/8" = 1'-Ø"

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FLOOR PLAN
Group
SCALE: 1/8" = 1'-Ø"



1 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



2 WEST ELEVATION

SCALE: 1/4" = 1'-0"

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Date: January 19, 2021

Job No:

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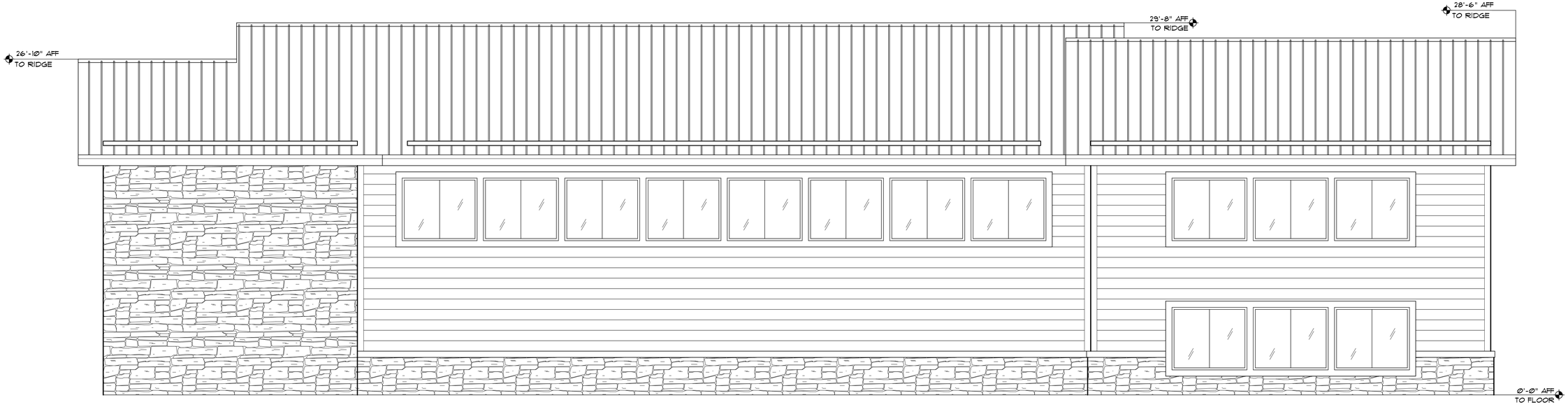
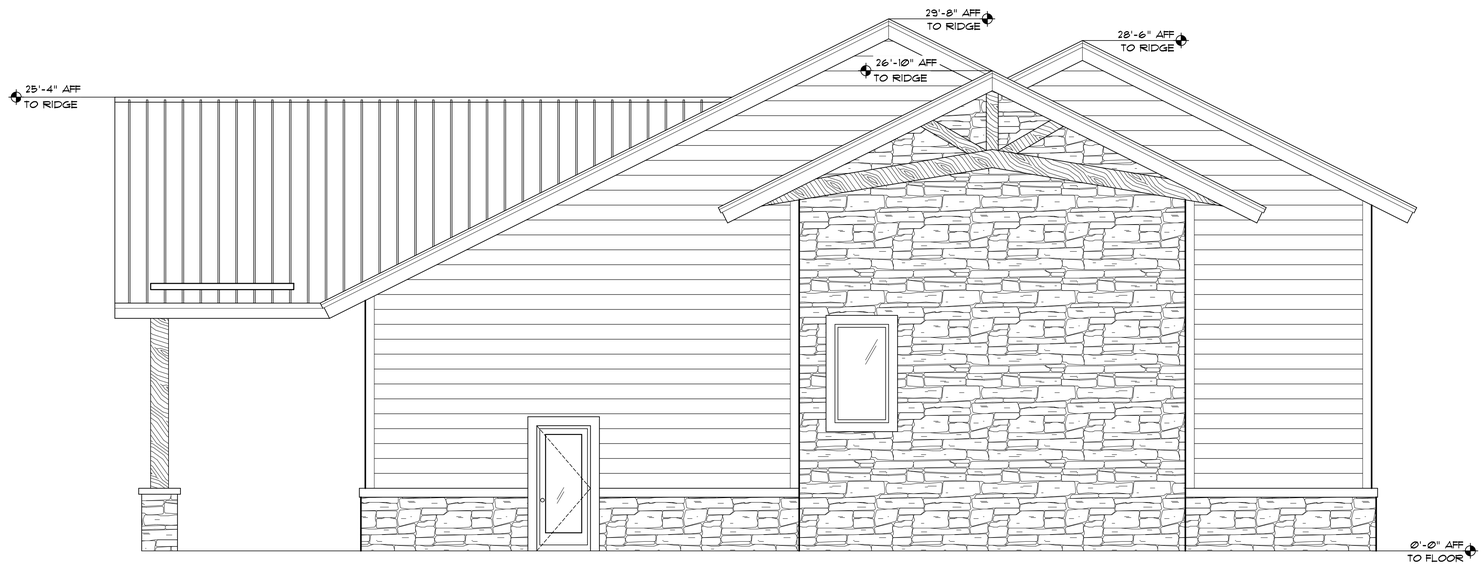
A-KD2.0

EXTERIOR ELEVS
Kitchen/Dining
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

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Date: January 19, 2021
Job No:

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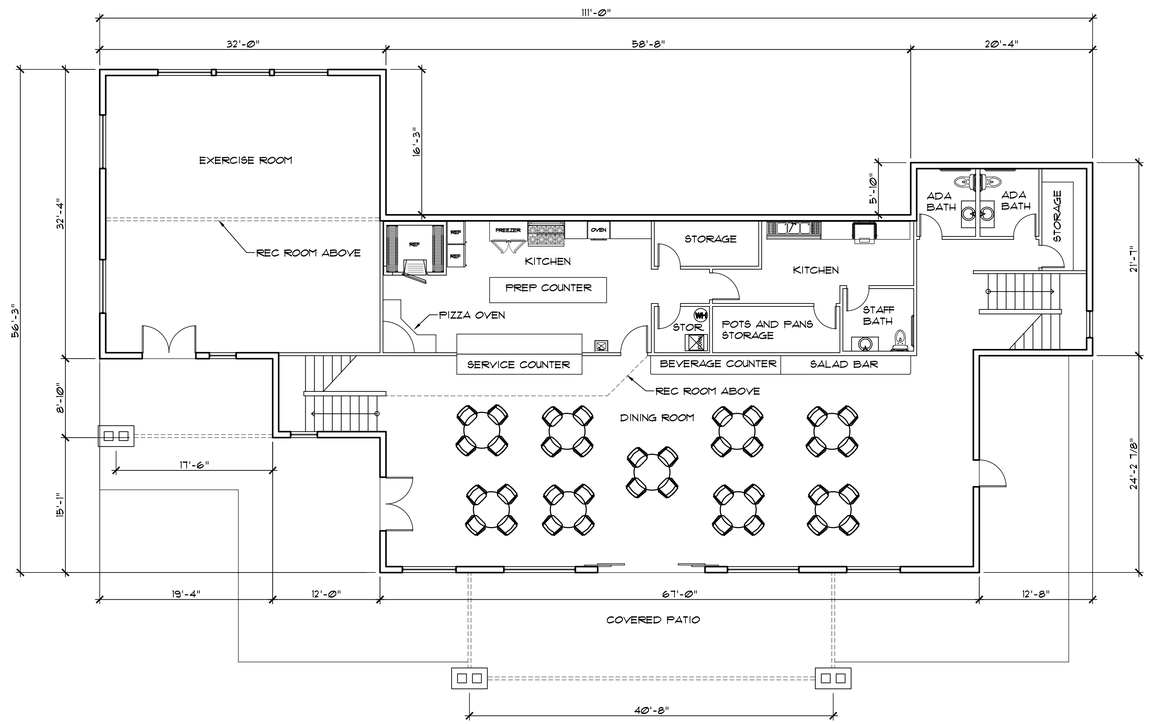
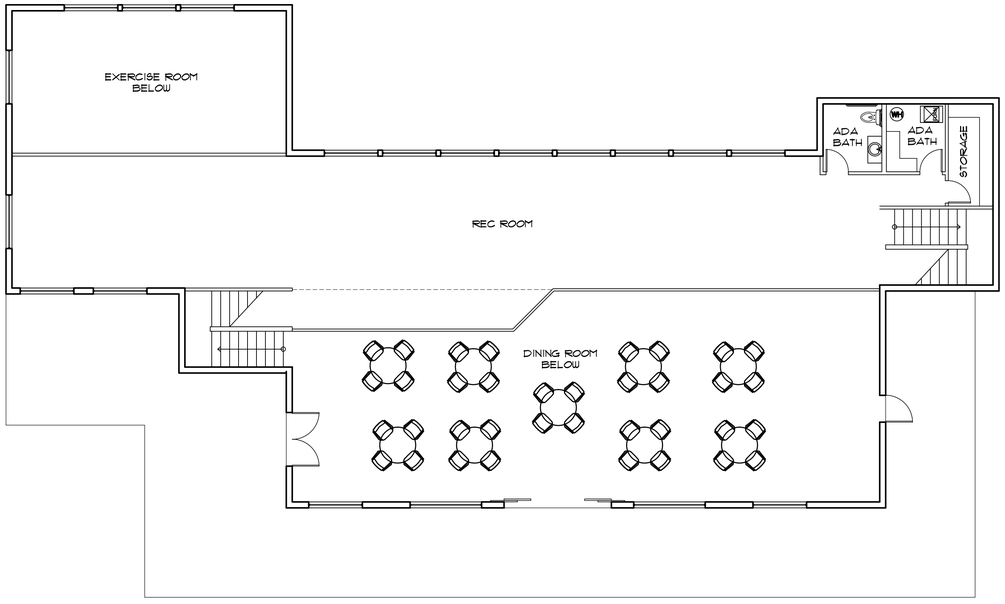
A-KD2.1

EXTERIOR ELEVS
Kitchen/Dining
SCALE: 1/4" = 1'-0"



1 Kitchen/Dining Lower Level Floor Plan

SCALE: 1/8" = 1'-0"



2 Kitchen/Dining Upper Level Floor Plan

SCALE: 1/8" = 1'-0"

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Drawn: LJ

Date: January 19, 2021

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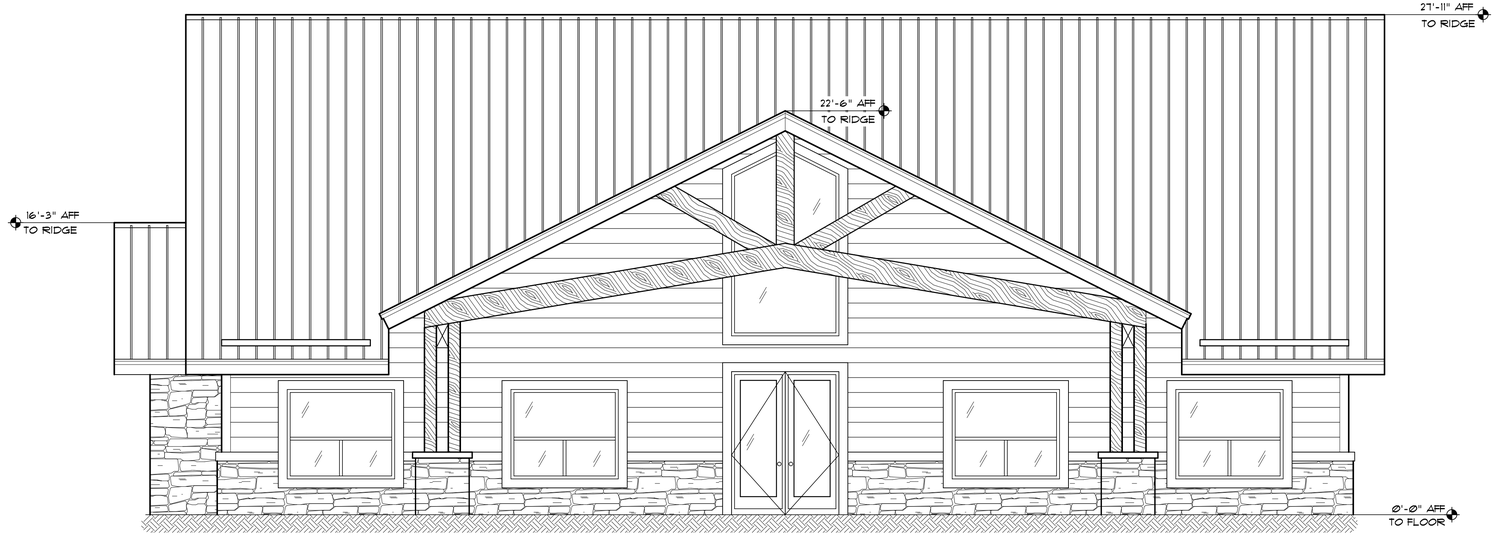
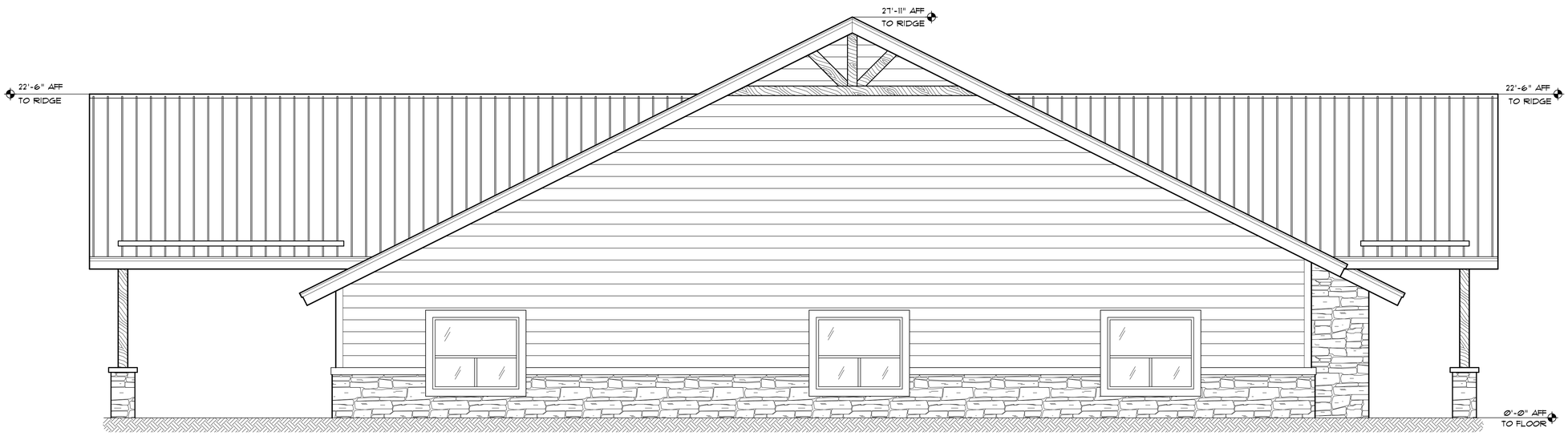
FLOOR PLANS
KITCHEN/DINING
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION (FRONT)
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

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Revisions	By

Drawn: LJ

Date: February 4, 2021

Job No:

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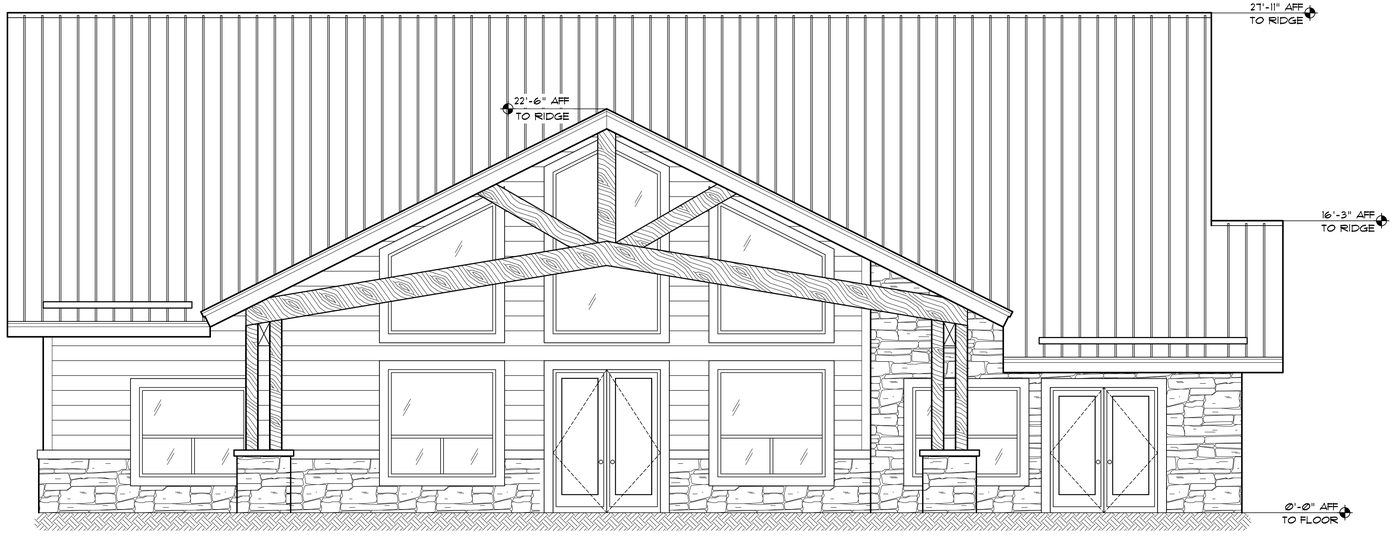
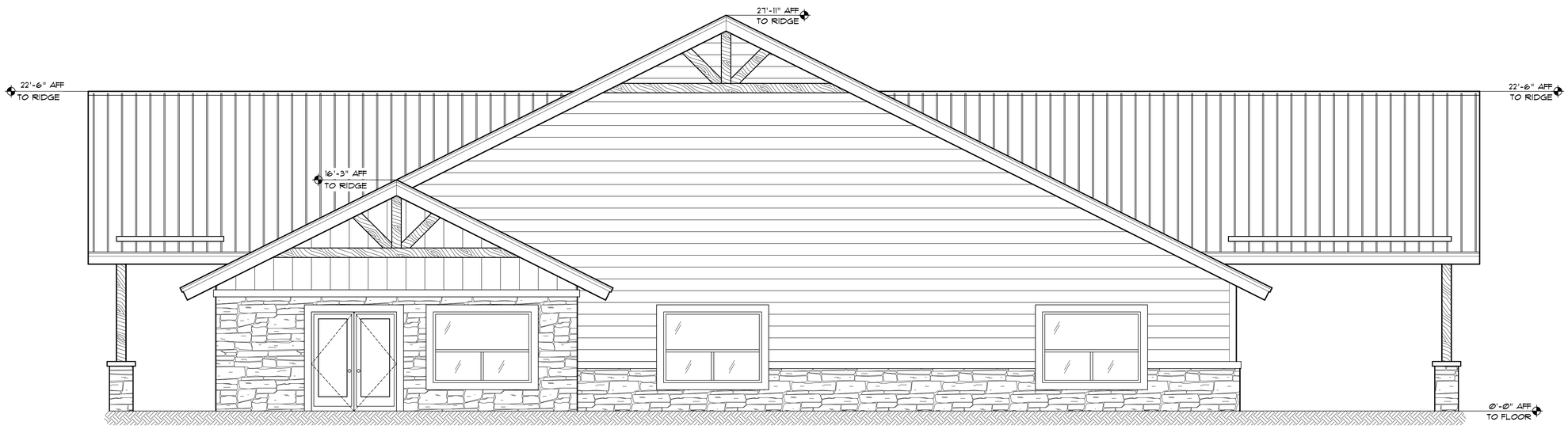
EXTERIOR ELEVS
OP
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION (BACK)

SCALE: 1/4" = 1'-0"



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"

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Revisions	By

Drawn: LJ

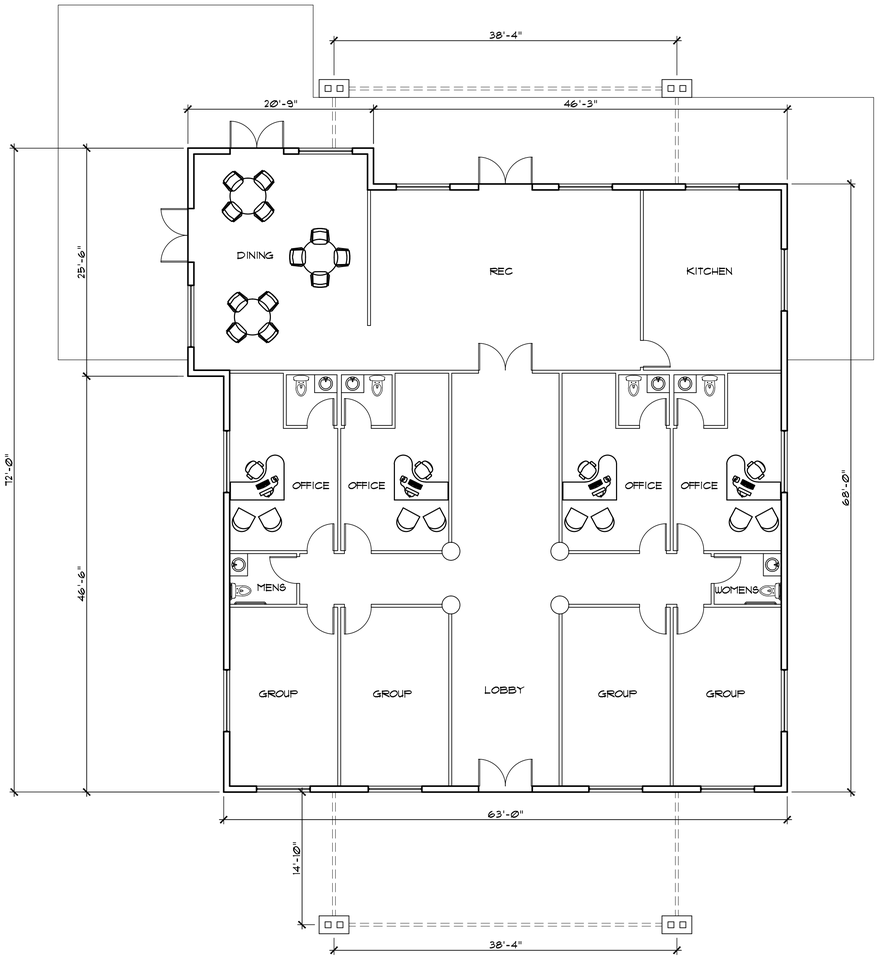
Date: February 3, 2021

Job No:

SHEET

A-OP2.1

EXTERIOR ELEVS
OP
SCALE: 1/4" = 1'-0"



1 IOP Floor Plan

SCALE: 1/8" = 1'-0"

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Drawn: LJ

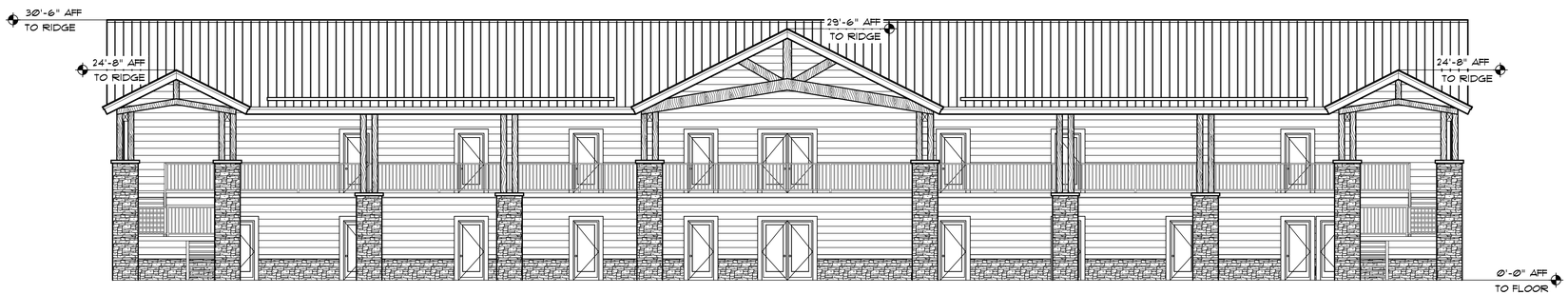
Date: January 19, 2021

Job No:

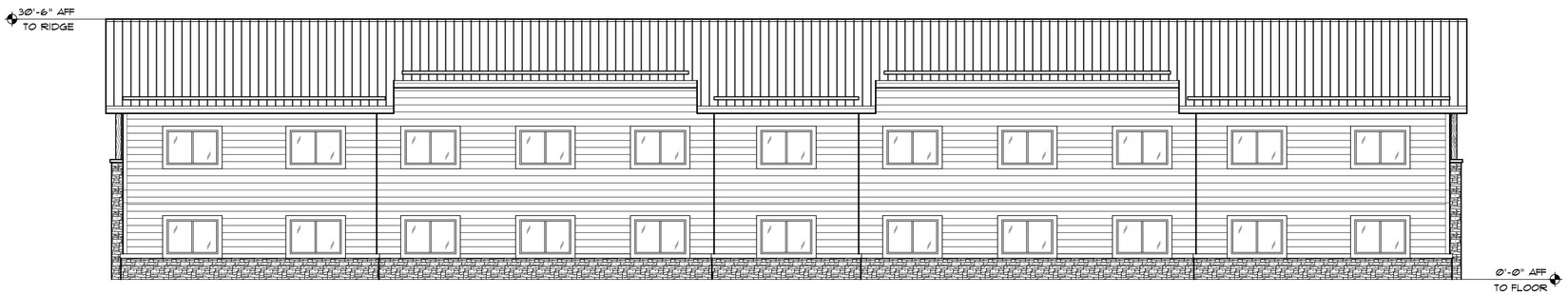
SHEET

A-IOP1.0

FLOOR PLAN
IOP
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

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Health Facility - RTC Men & Women
12425 N 19TH AVE
Phoenix, AZ 85029

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Revisions	By

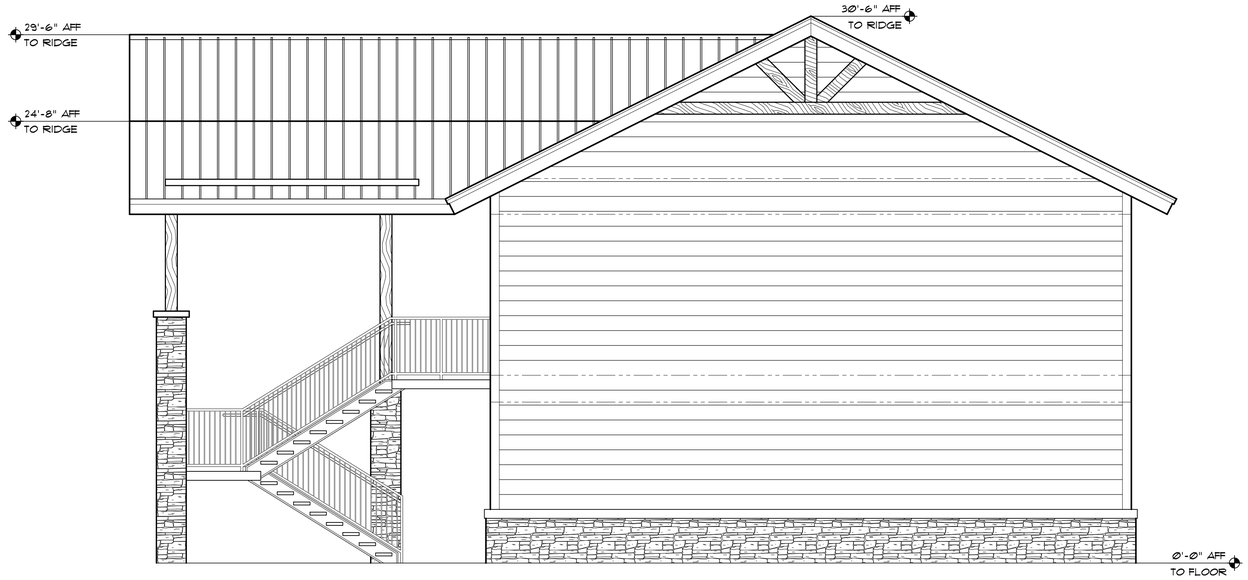
Drawn: LJ

Date: April 6, 2021

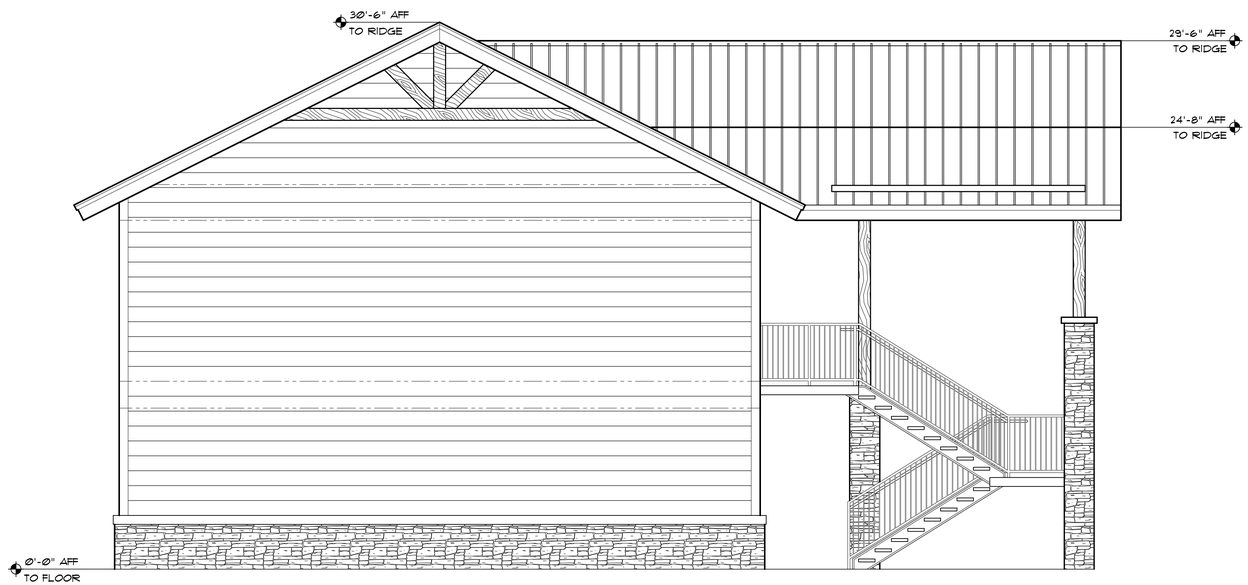
Job No:

SHEET
A-RTC2.0

EXTERIOR ELEVS
RTC MEN & WOMEN
SCALE: 1/8" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

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12425 N 19TH AVE
Phoenix, AZ 85029

PRELIMINARY
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CONSTRUCTION

Revisions	By

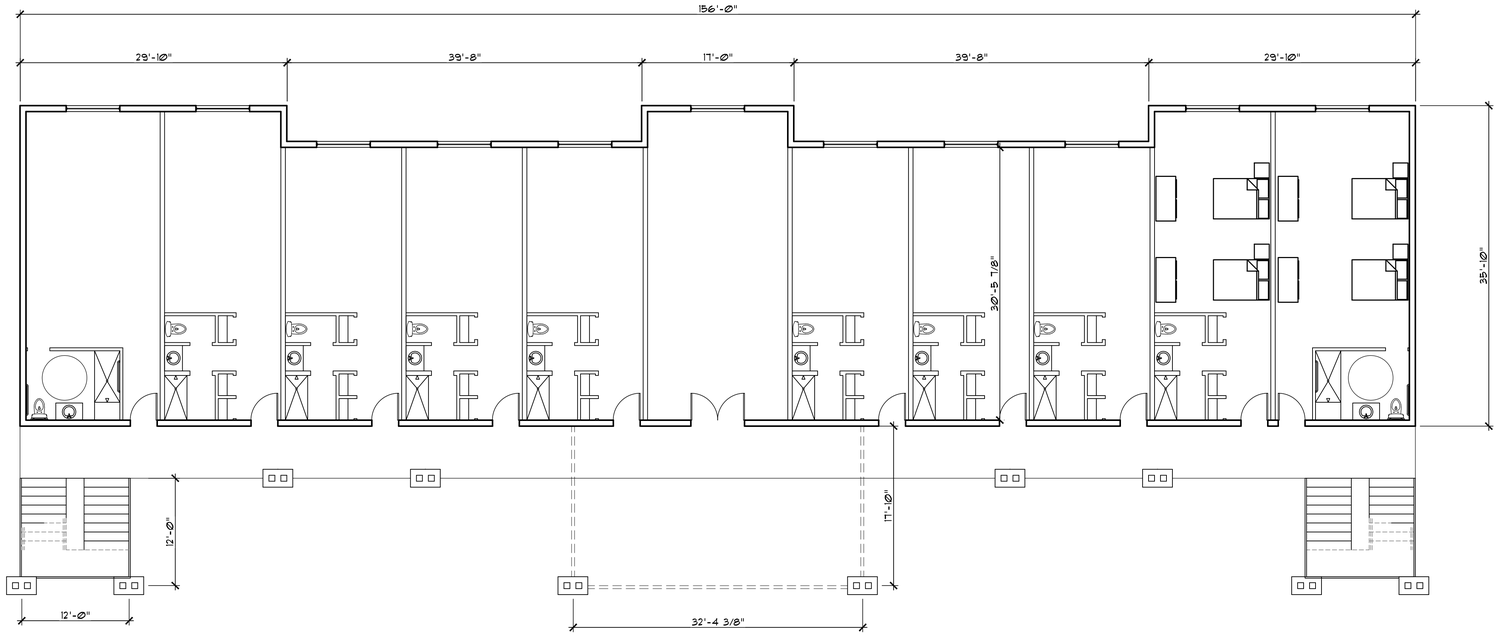
Drawn: LJ

Date: April 6, 2021

Job No:

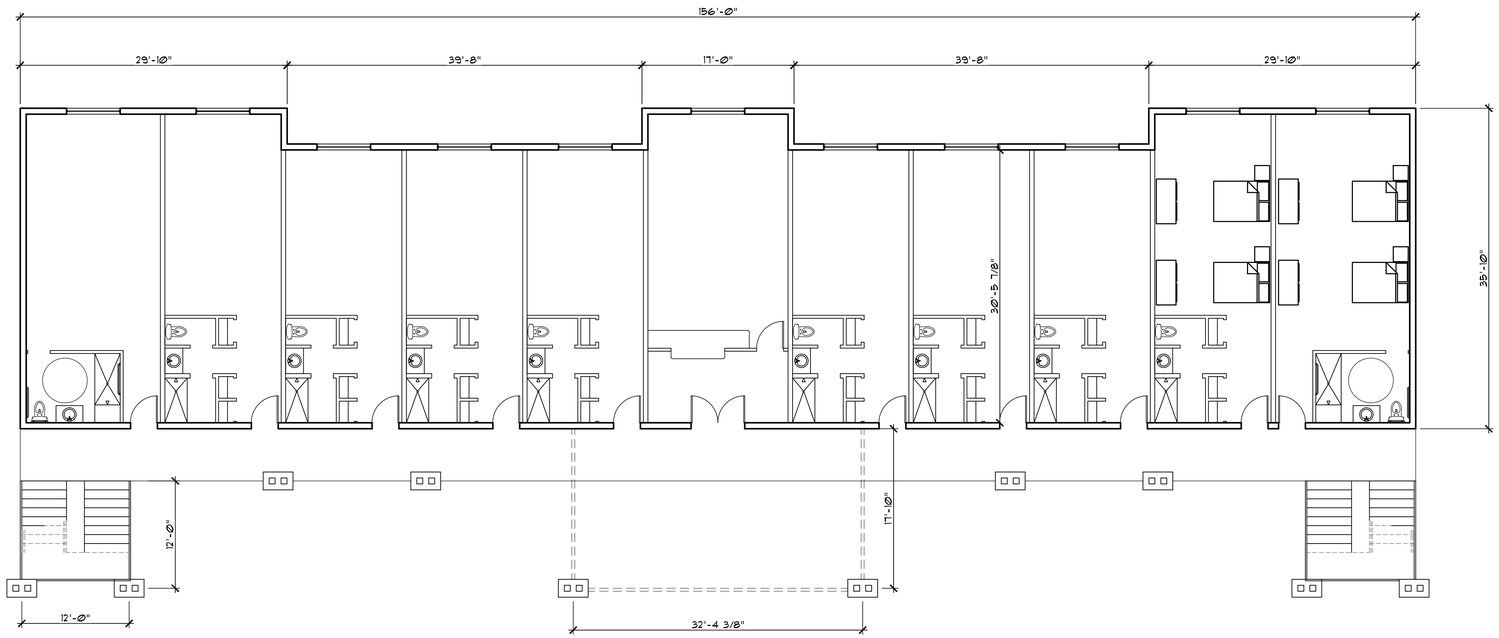
SHEET
RTC2.1

EXTERIOR ELEVS
RTC MEN & WOMEN
SCALE: 1/4" = 1'-0"



1 RTC Upper Floor Plan

SCALE: 1/8" = 1'-Ø"



2 RTC Lower Floor Plan

SCALE: 1/8" = 1'-Ø"

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Revisions	By

Drawn: LJ

Date: May 12, 2021

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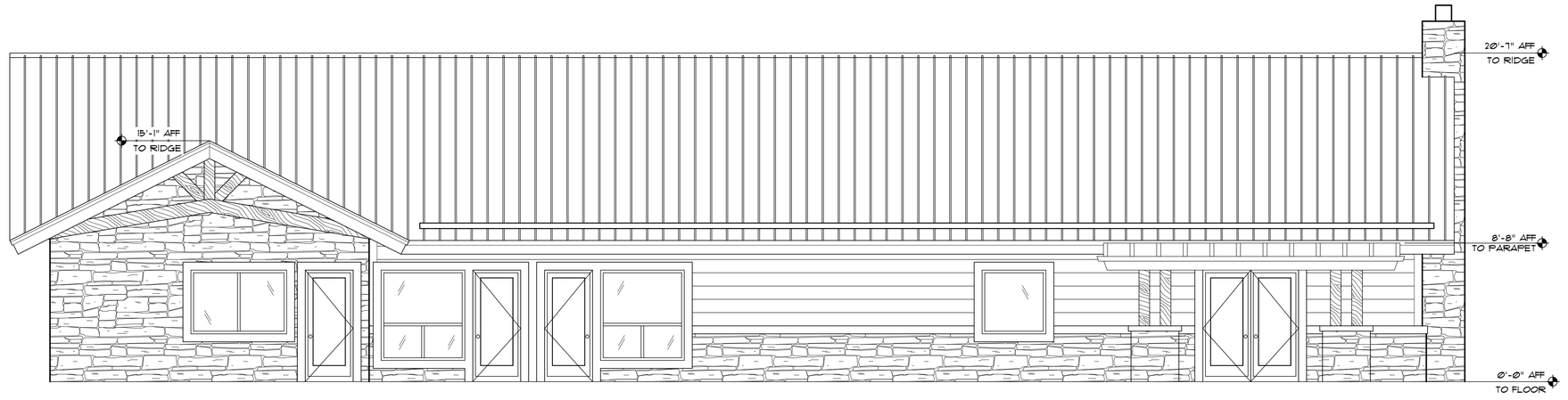
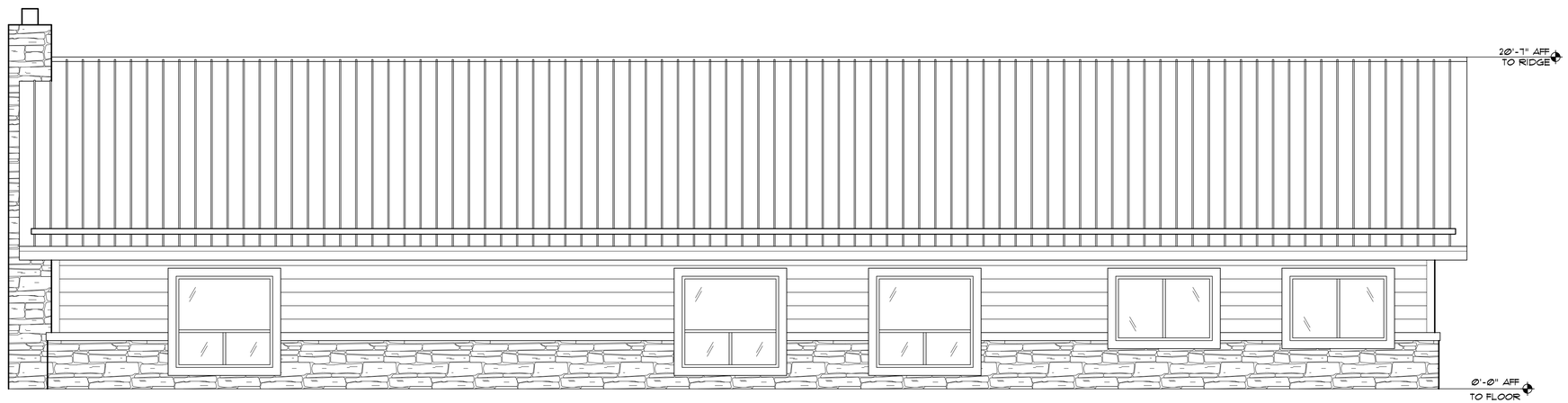
A-RTC1.0

FLOOR PLAN
RTC MEN
SCALE: 1/8" = 1'-Ø"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

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Revisions	By

Drawn: LJ

Date: January 21, 2021

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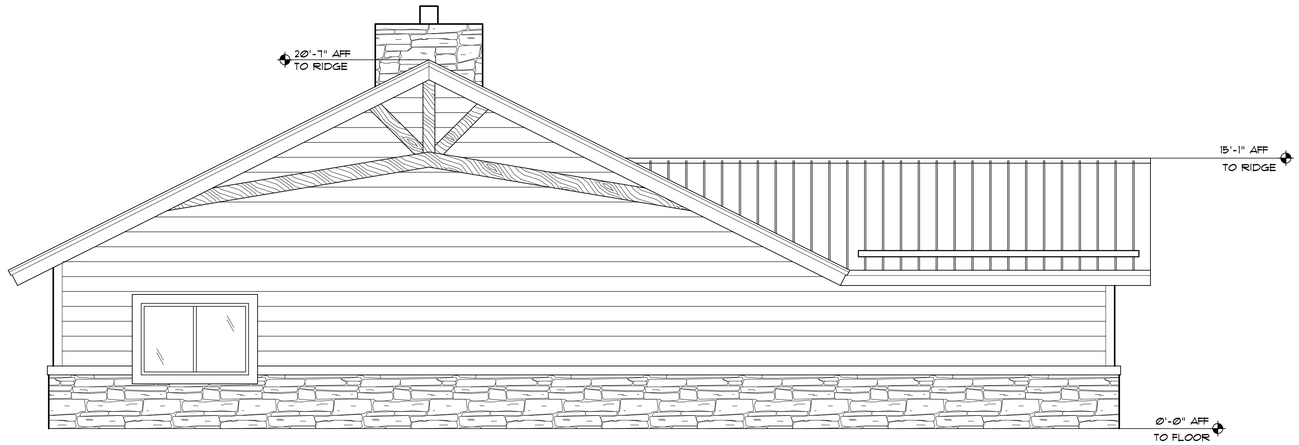
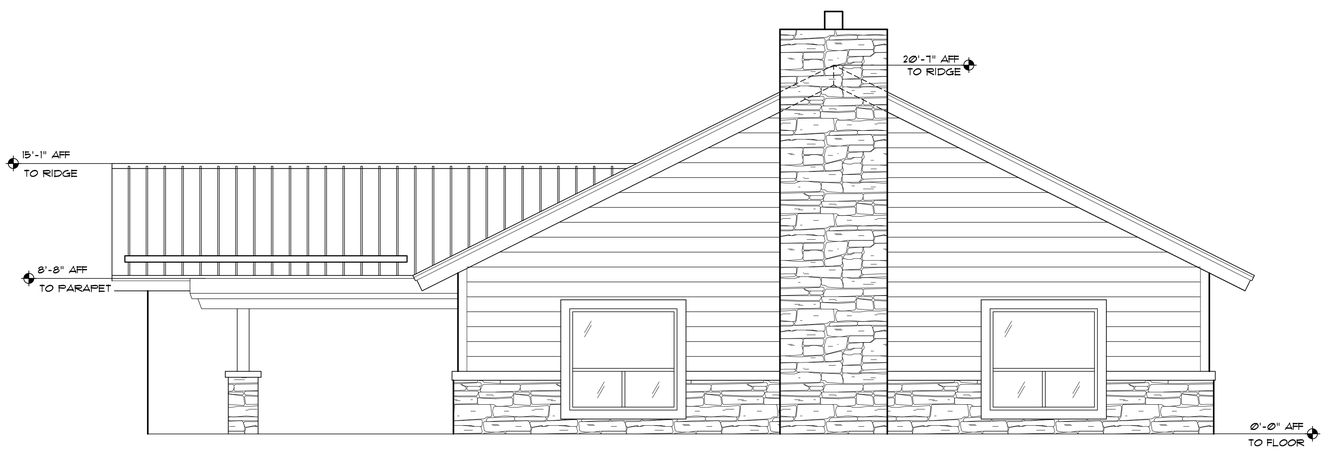
A-SM2.0

EXTERIOR ELEVS
Management
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION

SCALE: 1/4" = 1'-0"



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"

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Revisions	By

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Date: January 19, 2021

Job No:

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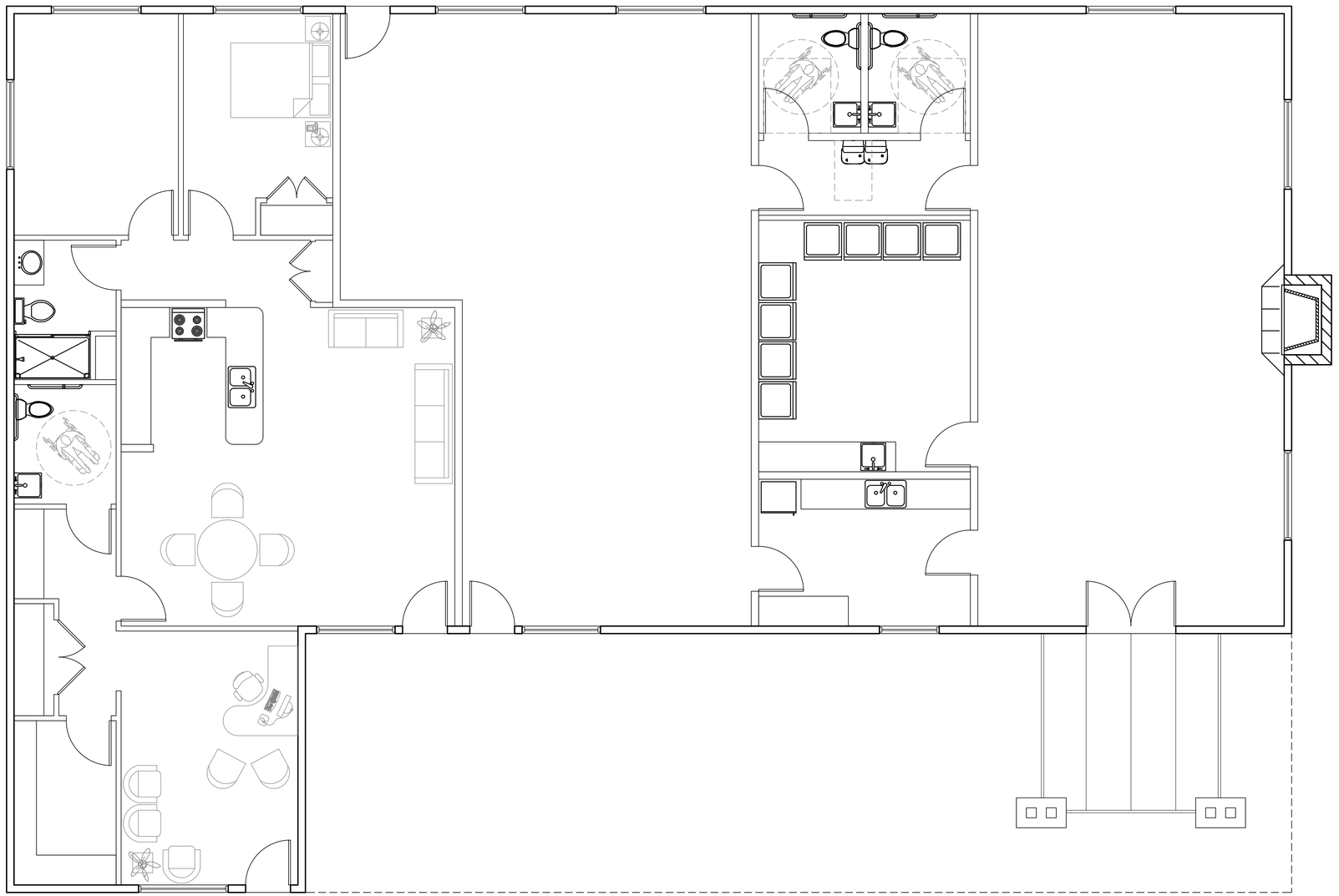
EXTERIOR ELEVS
Management
SCALE: 1/4" = 1'-0"



1 Sober Living Management/Rec
SCALE: 1/4" = 1'-0"

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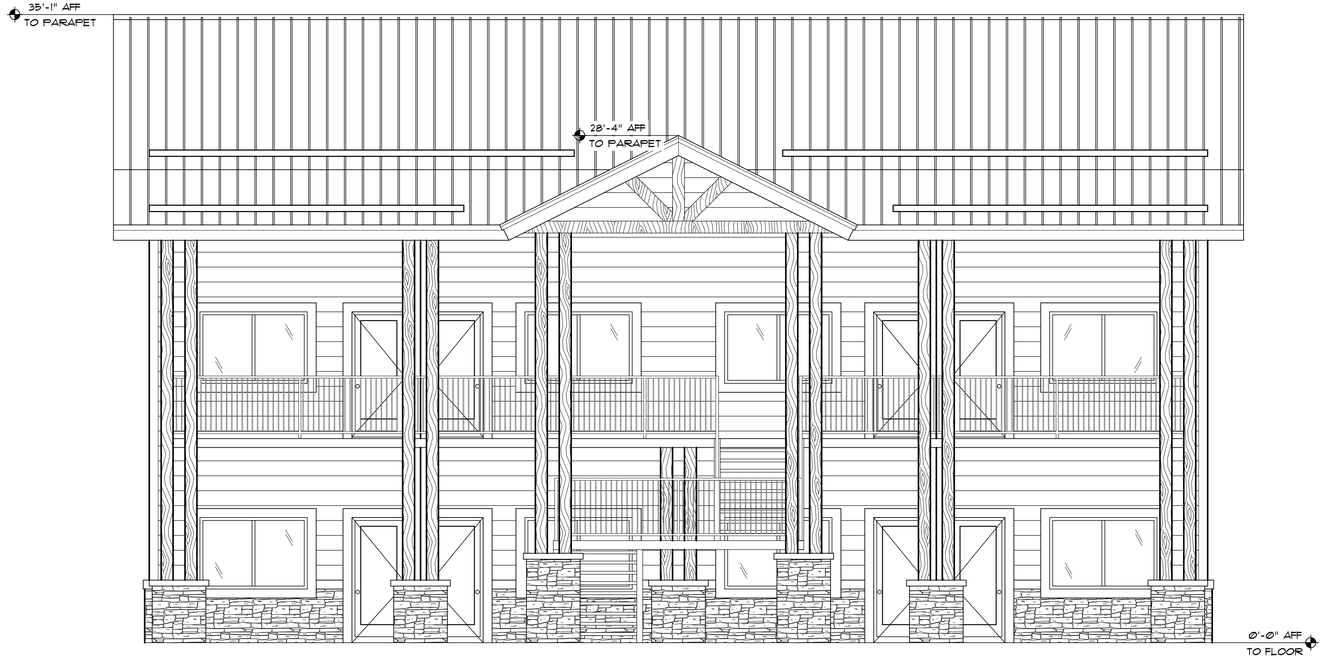
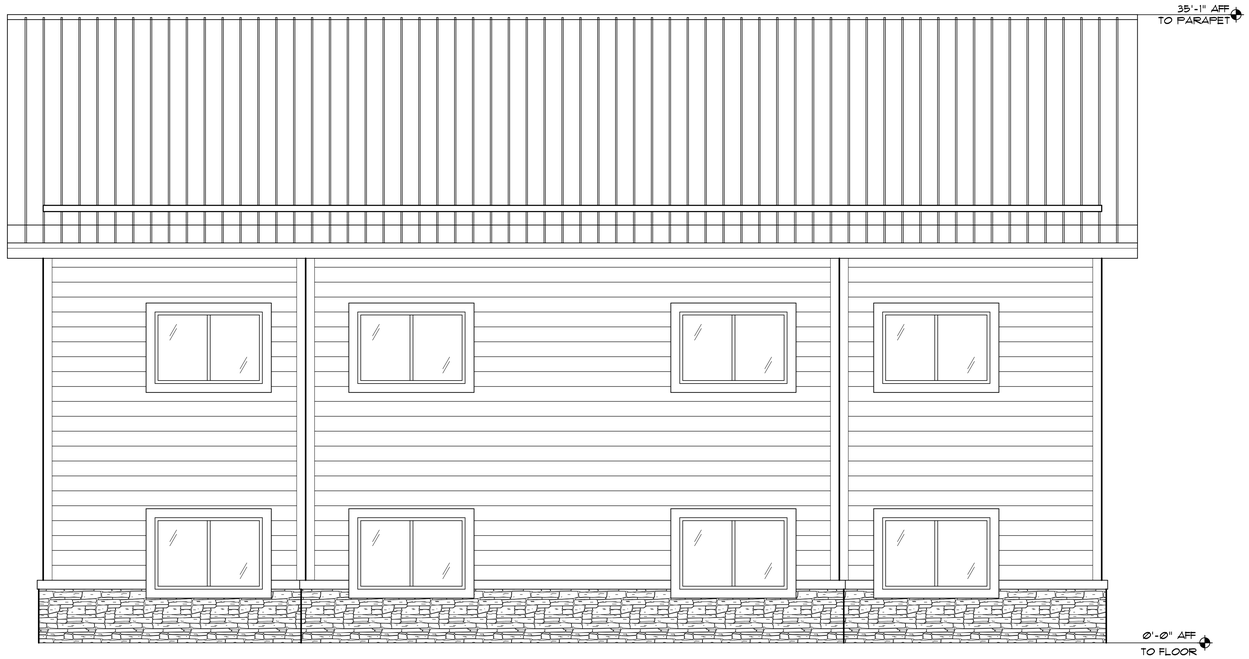
SOBER LIVING
MANAGEMENT/REC
SCALE:1/4"=1'-0"



1 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

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Sober Living - Residential
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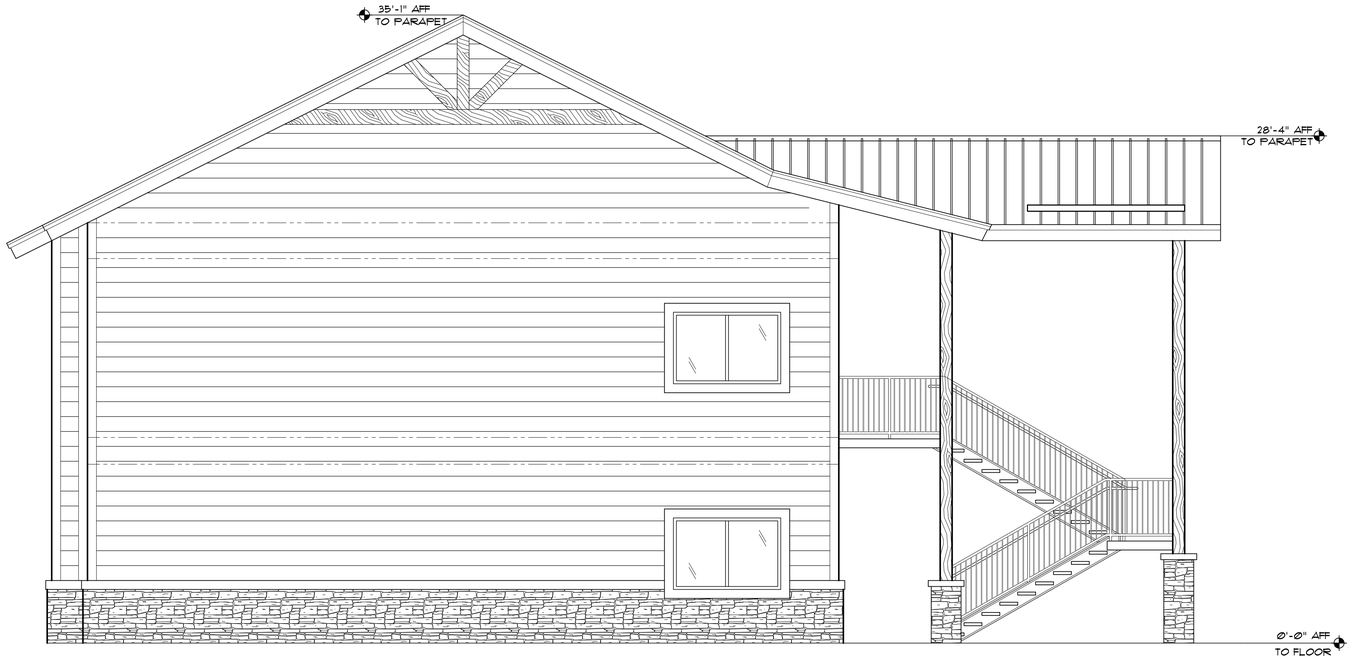
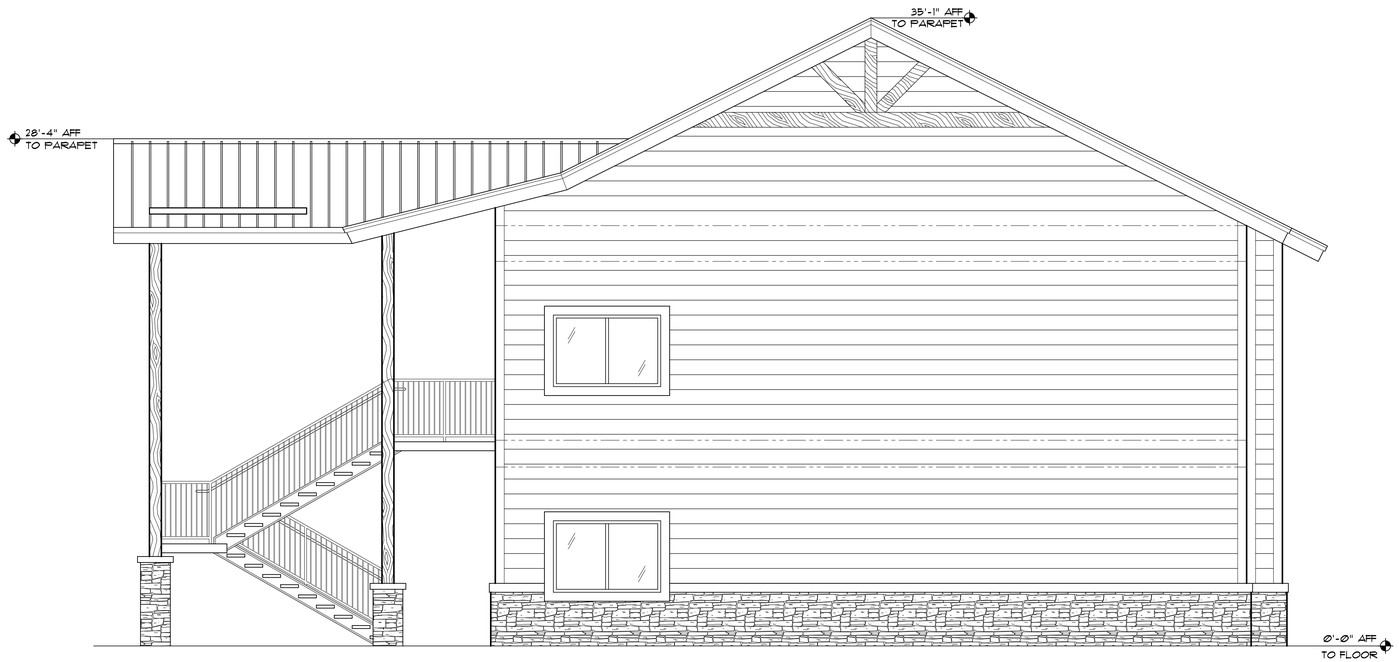
SOBER LIVING
EXTERIOR ELEVS
RESIDENTIAL
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-Ø"



2 EAST ELEVATION
SCALE: 1/4" = 1'-Ø"

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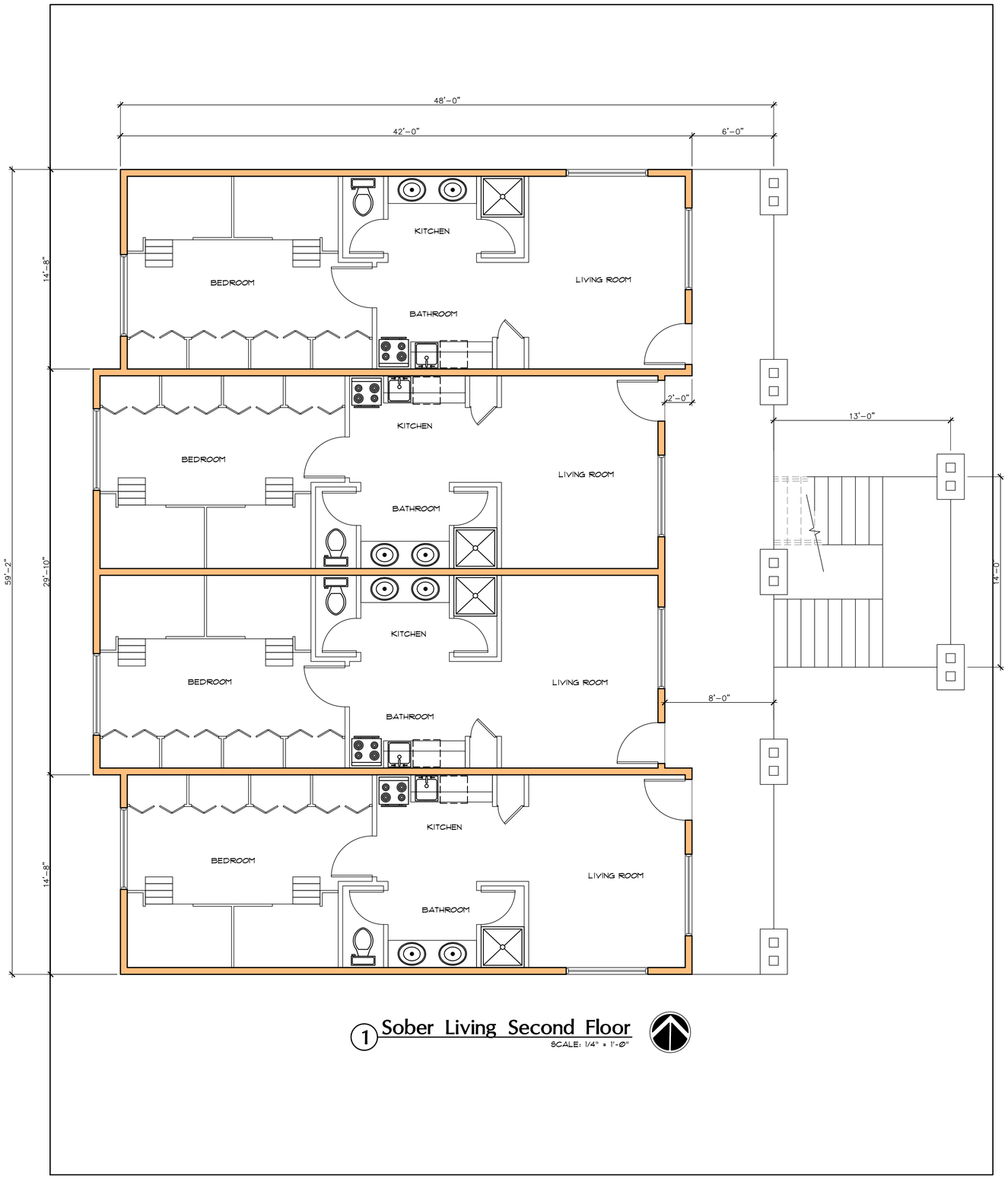
SOBER LIVING
EXTERIOR ELEVS
RESIDENTIAL
SCALE: 1/4" = 1'-Ø"



1 Sober Living Second Floor
SCALE: 1/4" = 1'-0"

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Job No:

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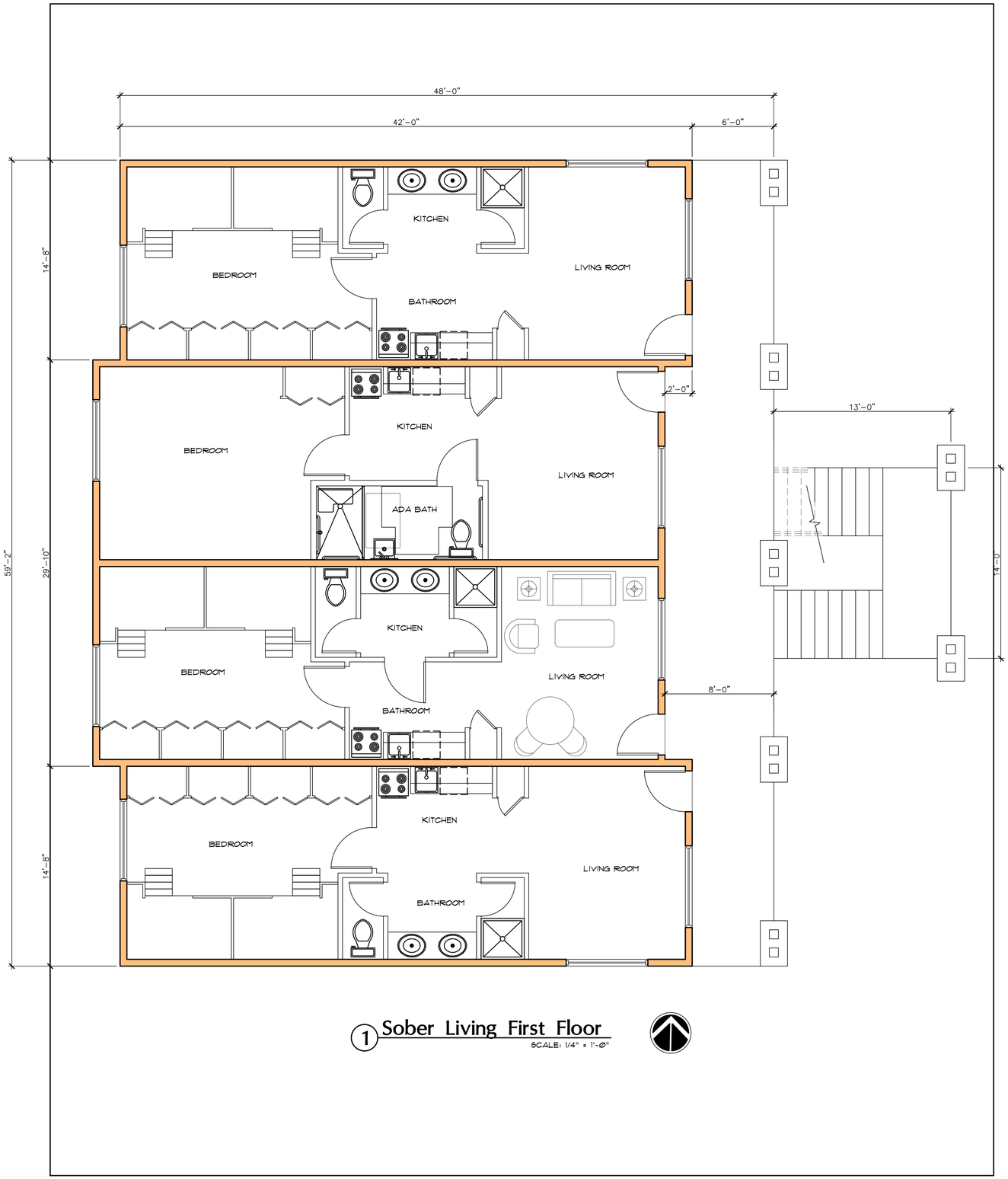
SOBER LIVING
SCALE: 1/4" = 1'-0"



1 Sober Living First Floor

SCALE: 1/4" = 1'-0"

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Date: January 19, 2021

Job No:

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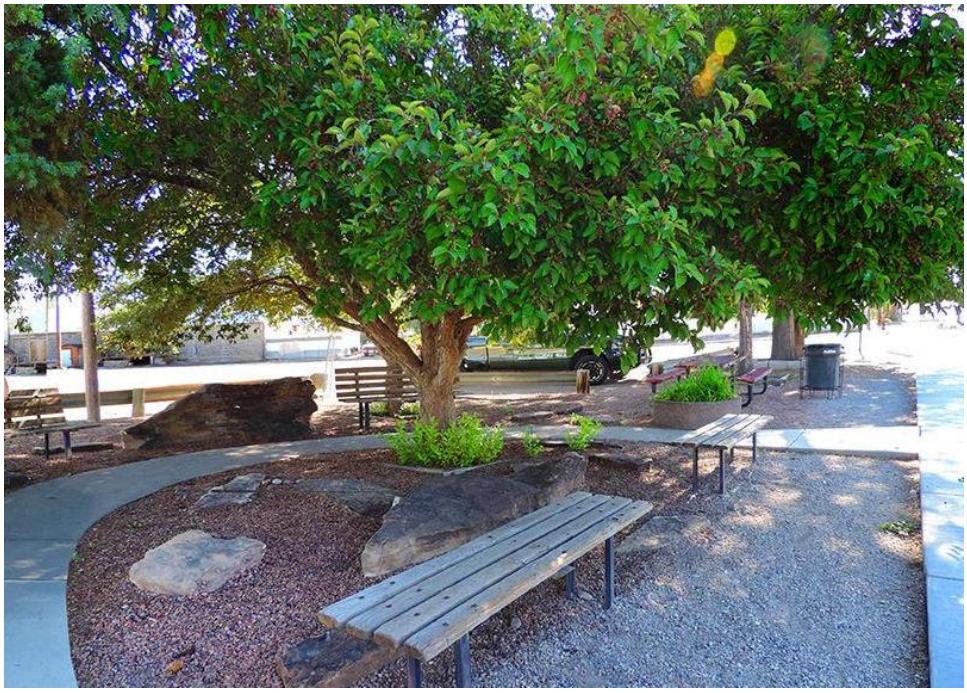
SOBER LIVING
SCALE: 1/4" = 1'-0"









Shephard Wesnitzer, Inc.

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

Engineering an environment of excellence.

CITIZEN PARTICIPATION REPORT
For
FLAGSTAFF REHAB CAMPUS

SWI Project #20136
C.O.F. #PZ-20-00164

Northwest Quarter of Section 5 and South Half of Section 32,
T 21 N, R 8 E, G&SRM
City of Flagstaff,
Coconino County, Arizona

Prepared for:
Flagland LLC
7144 E. Stetson, C-200
Scottsdale, AZ 85251
(602) 882-7451

Prepared by:
Shephard-Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354

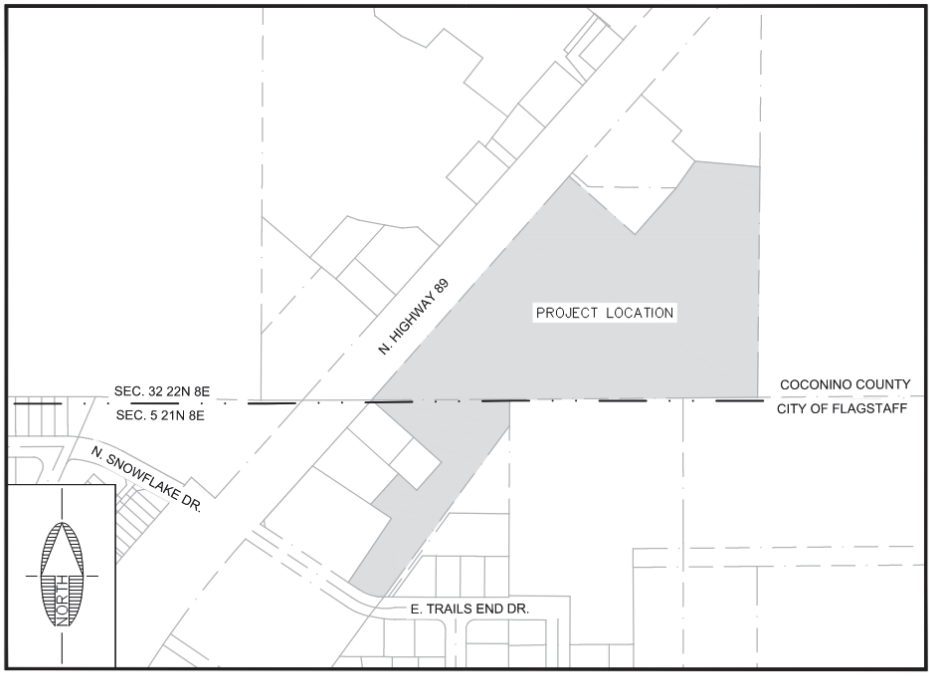
Original Prepared Date: June 8, 2021
Revised Date: July 22, 2021

PROJECT SUMMARY

Flagland LLC is proposing a Flagstaff Rehab Campus that will consist of a Rehabilitation Substance Treatment Campus, sober living units, and two lots for future development. The project is located near the intersection of N. Highway 89 and E. Trails End Drive. Refer to the Vicinity Map below. The overall project encompasses approximately 12.21 acres within two parcels APNs 113-17-011A and 301-50-005G.

The annexation application is specifically for APN 301-50-005G (±10.06 acres). Flagland has the intention of building their facility on the subject property, which is currently located within Coconino County Commercial Heavy (CH-10,000) zone. Flagland LLC would like to annex this County parcel into the City limits in order to construct the campus as part of an overall development that is already within City limits. The parcel will have split zoning that consists of the proposed City zoning districts Highway Commercial (HC) and Rural Residential (RR).

The rezoning application is only for the northeast corner of APN 301-50-005G (±1.10 acres). Flagland LLC has the intention of building an equestrian barn and arena in this corner of the site that will be utilized as part of the patient therapy program. The proposed City zoning district is Rural Residential (RR).



VICINITY MAP
N.T.S.

PROJECT LOCATION

The project is located near the intersection of N. Highway 89 and E. Trails End Drive at 7000 N. Highway 89 in Flagstaff, Arizona. The project is within two parcels APNs 113-17-011A and 301-50-005G. The parcel requested to be annexed is APN 301-50-005G. The northeast corner of this parcel is requested to be rezoned. The project is positioned in the Northwest Quarter of Section 5 and South Half of Section 32, Township 21 North, Range 8 East, of the Gila and Salt River Base Meridian, City of Flagstaff, Coconino County, Arizona.

NEIGHBORHOOD MEETING PLAN

As part of the annexation and rezoning applications, a "Citizen Participation Plan" is required in accordance with the Zoning Code. The main component of the plan is to hold at least one neighborhood meeting to introduce the project to surrounding property owners. Per the direction from City staff, the neighborhood meeting will be held virtually on Zoom due to the COVID-19 pandemic. The Zoning Code requires two neighborhood meetings, but gives City staff the authority to waive the requirement for the second meeting. After the first neighborhood meeting, the applicant will have the opportunity to submit a written request for Staff review and determination of whether or not a second meeting is needed.

The first neighborhood meeting will begin with a presentation from the applicant's team that will be followed by a question and answer session. The applicant's proposed concept plan and other exhibits will be displayed during the presentation. The applicant's representative and engineer, Guillermo Cortes, will lead the meeting, and the applicant, Mike Zipprich, will make the presentation. The meeting will begin with establishing communication guidelines for the virtual meeting, which will be reiterated throughout as needed. Before the presentation, the applicant's representative will ask all attendees to provide their name and address in the chat box to record their attendance to the meeting. Attendees will be informed that they have the ability to use the chat function to respectfully ask question and make comments. Attendees will be reminded to remain muted during the presentation, raise their hand in the Zoom chat function to speak, and respect the opinions of all other attendees. Any questions or comments will be addressed during the question and answer session following the presentation. The attendees will be also be informed that they have the opportunity to verbally provide questions and input during the question and answer session. Attendees will have up to three minutes to speak and will be notified when their time is up. Only one person will be allowed to talk at a time during any portion of this meeting. Attendees will also be notified that if participants in the meeting continue to interrupt other attendees or presenters, they may be removed from the meeting.

Mike Zipprich will give a presentation to the attendees describing the annexation and rezoning requests, the area to be annexed and rezoned, the current and proposed use of this area, the current and proposed zoning, reasons behind the annexation and rezoning requests, the improvements that will be made to accommodate development, and any other relevant information. Guillermo Cortes will assist with the presentation

and provide input and comments as necessary. Stephen Irwin will monitor the chat and screen share during the presentation. Cassandra Pham will document the meeting minutes. The proposed concept plan and supporting exhibits will be shared on the screen during the presentation so that the attendees can visually see the proposed site layout.

The attendees will be muted during the presentation. Once the presentation is made, the applicant and his representative will open the meeting to the question and answer session. The session will begin with answering any questions or responding to comments that attendees wrote in the chat box during the presentation. The session will then transition to verbal discussion. The intent of this portion of the meeting is for the applicant and his representative to engage in dialogue in attempt to address any concerns the attendees may have. Once this discussion is completed, the meeting will be called to an end.

There will be additional opportunities for the potentially affected parties to discuss and provide input on the applicant's proposal. The applicant and his representatives will inform attendees that they will continue to make themselves available throughout the annexation and rezoning process to answer and address any questions or concerns. It is noted that the applicant and the project team's contact information is clearly stated on the proposed meeting notice for ongoing communication with the community. The applicant and his team will work to address and attempt to resolve any concerns expressed by members of the community throughout the annexation and rezone process either through email or by phone.

Following the neighborhood meeting and efforts described above, the applicant will submit to the City Planning Development Manager assigned to this annexation and 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 public outreach status.

NOTICE OF PUBLIC HEARINGS

After coordination with City staff, it was determined that the applicant should reach out to neighboring properties within a 600-foot radius and homeowner's associations (HOA) within a 1,000-foot radius of the project site. Notifications should also be sent to the City's "Registry of Persons and Groups" as provided by the City. A copy of the 600-foot Mailing Buffer Exhibit and mailing list is included in Appendix A.

The applicant proposes to mail the neighborhood meeting letter to all parties described above. The letter will notify the neighbors of the upcoming request for the annexation and rezoning, invite parties to the first neighborhood meeting, and allow time for feedback. A copy of the neighborhood meeting letter is included in Appendix B. The letter will include the Zoom meeting link for the first neighborhood meeting to be held on

June 30, 2021. The letter was mailed on June 14, 2021 via first-class mail of the United States Post Office, which complies with the requirement of notification at least 15 days prior to the meeting date.

In addition to the public outreach letters, two 4'x4' signs were posted at the property's public right-of-way entrances on N. Highway 89 on June 18, 2021, which complies with the requirement of notification at least 10 days prior to the meeting date. The sign included the purpose, time, date, and location of the meeting. The sign conformed to the City's public hearing sign design standards and included a tube containing copies of the neighborhood meeting notice. An image of the posted sign is included in Appendix C.

FIRST NEIGHBORHOOD MEETING RECORD OF PROCEEDINGS

The first virtual neighborhood meeting was held on June 30, 2021 via Zoom and consisted of a total of 13 participants, not including the project team. Appendix D includes the Zoom meeting registration list of the participants. At this time, we have received three phone calls from neighbors asking for additional project information, which has been provided via email. The questions and answers from the meeting are documented and included in Appendix E. Additional information including a copy of the exhibits that were shared during the meeting and written documentation regarding staffing information was emailed to all meeting participants. These email attachments are also included in Appendix E.

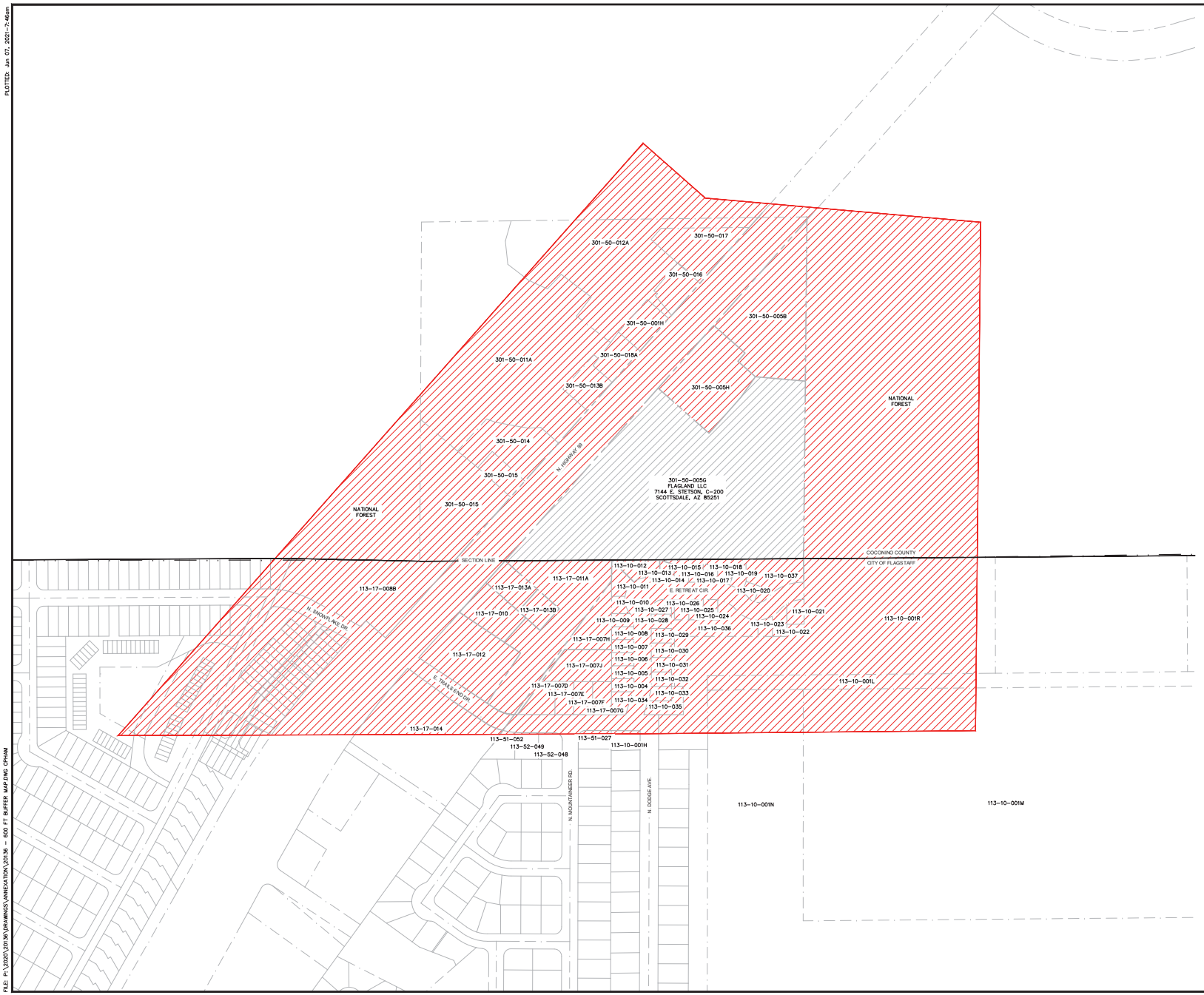
SECOND NEIGHBORHOOD MEETING WAIVER

Due to the additional information provided during and after the meeting and overall positive feedback at the first neighborhood meeting, the City of Flagstaff has granted our request to waive the requirement for the second neighborhood meeting.

PLANNING AND ZONING & CITY COUNCIL MEETINGS

The public hearings before the City of Flagstaff Planning and Zoning Commission and City Council have not been scheduled yet. Once the meeting dates have been determined, the public hearing letters will be sent to the same mailing list used for the neighborhood meetings and include information on how to access the virtual meetings. In addition to the public hearing letters, appropriate signage will be posted at least 15 days prior to the meetings per City requirements.

APPENDIX A



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

600 FOOT BUFFER MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

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

NO.	DESCRIPTION	DATE	BY

REVISIONS

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

DRAWING NO.
BM01

SHT NO. 1 OF 2

PLOTTED: Jun 07, 2021-7:46am
FILE: P:\2020\20136\DRAWINGS\ANNEXATION\20136 - 600 FT BUFFER MAP.DWG CPHAM

APPENDIX B

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8934 fax

www.swiaz.com

Engineering an environment of excellence.

June 14, 2021

Dear Neighbor,

Flagland LLC would like to invite the surrounding neighbors to a Neighborhood Meeting to discuss the annexation and rezoning applications (COF PZ-21-00087-003 & PZ-21-00087-004) that will be submitted for a parcel of land that is currently located within Coconino County. The subject parcel is located at 7000 N. Highway 89. The meeting and presentation will be held virtually on **Wednesday, June 30, 2021 at 6 pm** through Zoom to discuss the annexation and rezoning of this property. See below for the Zoom meeting instructions.

Join Zoom Meeting:
https://us02web.zoom.us/j/89182124001?pwd=dUM3V1BqU0JKNmhsSXZkY05wMUZqZz09
Meeting ID: 891 8212 4001
Passcode: 714021

The annexation application is specifically for APN 301-50-005G (±10.06 acres). Flagland LLC has the intention of building a Rehabilitation Substance Treatment Campus on the subject property, which is currently an allowed use within Coconino County Commercial Heavy (CH-10,000) zone. Flagland LLC would like to annex this County parcel into the City limits and designate this Campus to have the comparable City zoning district of Highway Commercial (HC), which also allows this use.

The rezoning application is only for the northeast corner of APN 301-50-005G (±1.10 acres). Flagland LLC has the intention of building an equestrian barn and arena in this corner of the site that will be utilized as part of the patient therapy program.

The plan sheets submitted in association with the Concept Plan and attached herein reflect the limits of the overall project. The parcel to be annexed is a part of an overall project that is called Flagstaff Rehab Campus and will consist of four proposed parcels. One parcel will be used for the Rehabilitation Substance Treatment Campus, one parcel will be used for the sober living units, and the two remaining parcels will be used for future development. Access to the site will be provided by two new full access driveways on N. Highway 89.

Project material will be available for review starting at 6:00 pm with a presentation starting shortly after followed by a question and answer session. This will allow any

neighborhood comment and questions to be identified and addressed prior to the project's public hearing before the City Planning and Zoning Commission. Comments will be included in the meeting summary and provided to the City Planning Department.

We hope to see you there. If you are unable to attend, please provide comments in the space below and mail to the developer's representative:

Mr. Stephen Irwin
Shephard-Wesnitzer, Inc.
110 West Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354
sirwin@swiaz.com

Please see below for the City of Flagstaff representative contact information:

Ms. Genevieve Pearthree
Planning Development Manager
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2603
~~gpearthree@flagstaff.gov~~
gpearthree@flagstaffaz.gov

Sincerely,
Shephard – Wesnitzer, Inc.

Stephen C. Irwin, P.E.
Project Engineer

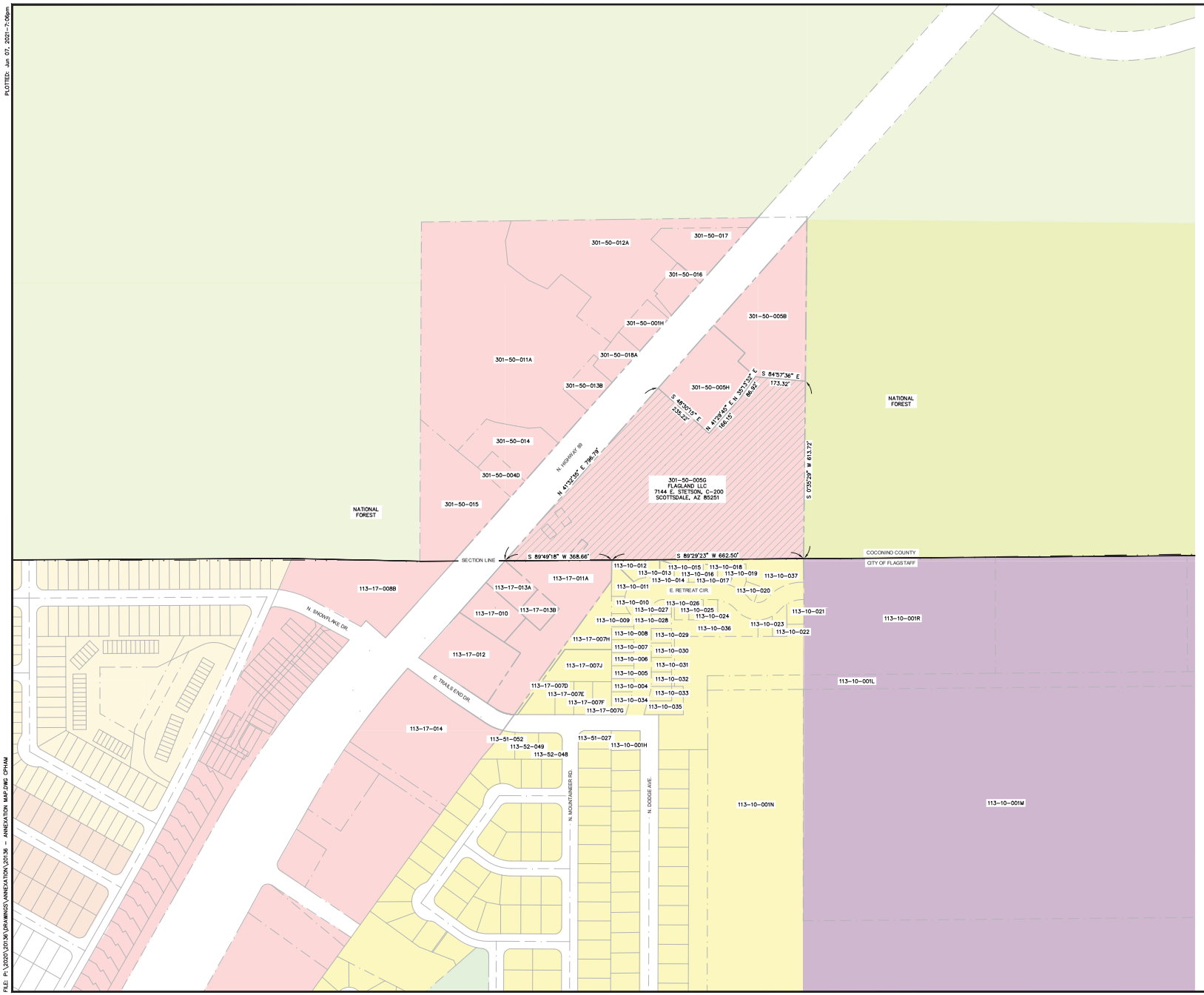
COMMENTS REGARDING THIS DEVELOPMENT

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, Arizona 86001

928.773.0354 ph
928.774.8934 fx

info@swiaz.com
www.swiaz.com



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" : 150'

0 75 150

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF ARIZONA

ANNEXATION MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

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

REVISIONS

NO.	DESCRIPTION	DATE	BY

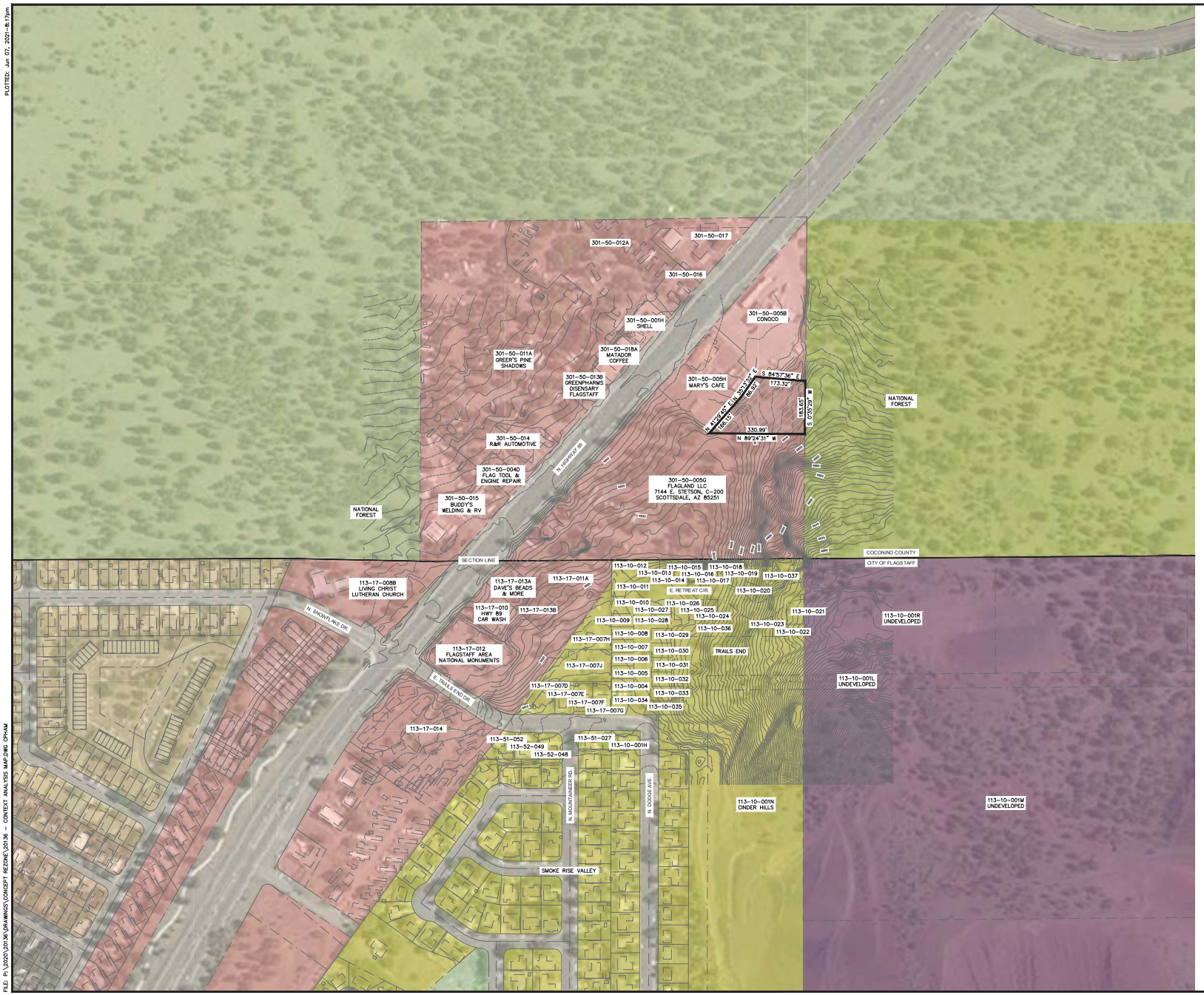
Call at least two full working days before you begin excavation
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
AM01

SHT NO. 1 OF 1

PLOTTED: Jun 07, 2021 - 7:06pm

FILE: P:\2020\20136\DRAWINGS\ANNEXATION\20136 - ANNEXATION MAP.DWG CPHAM



FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONTEXT ANALYSIS MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

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

REVISIONS

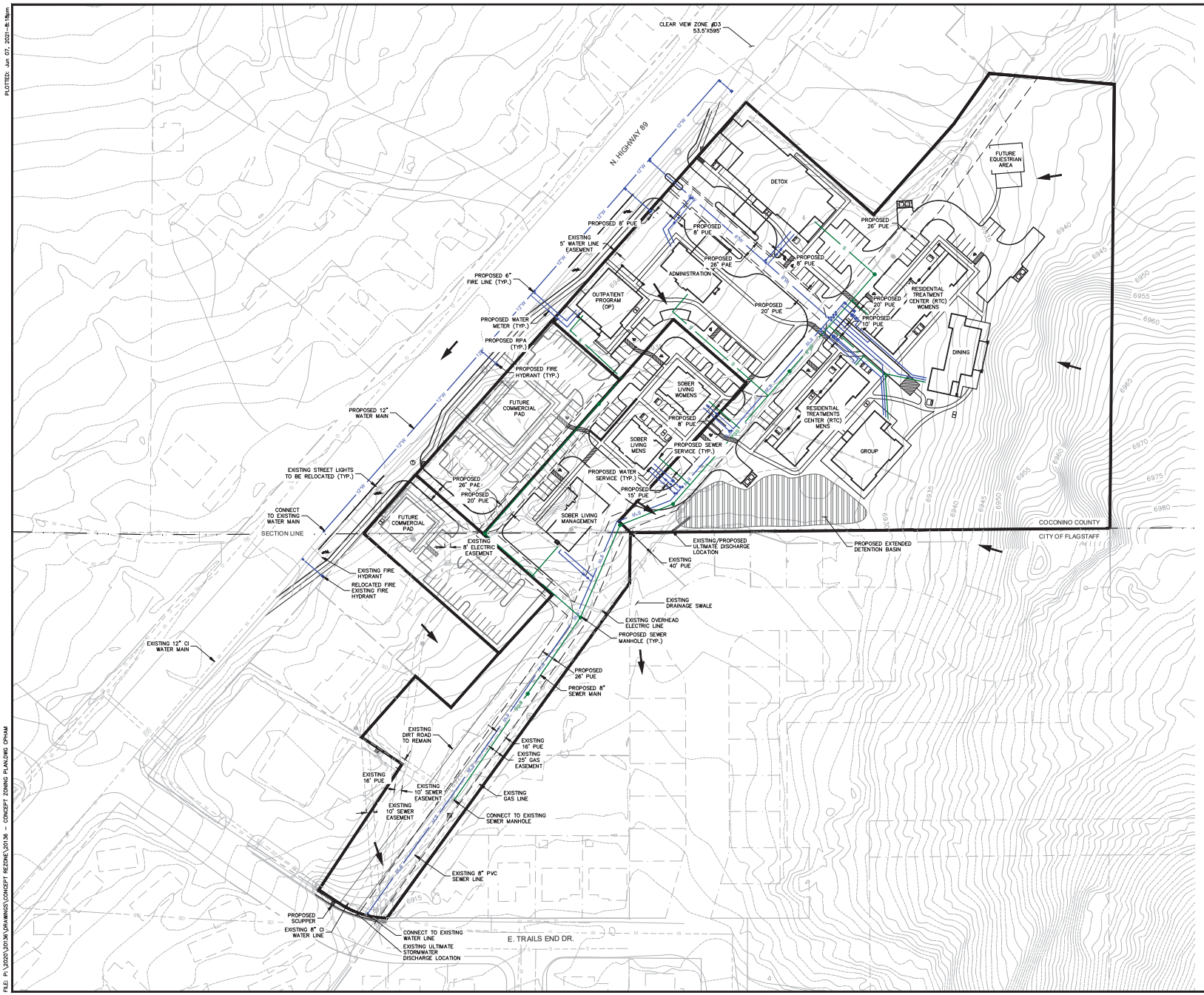
NO.	DESCRIPTION	DATE	BY

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

DRAWING NO.
CM01

SHT NO. 2 OF 5

PLOTTED: Jun 07, 2021-8:17pm
FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONTEXT ANALYSIS MAP.DWG CPHAM



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" = 60'
0 30 60

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONCEPT ZONING PLAN

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

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

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

DRAWING NO.
CP01

SHT NO. 4 OF 5

PLOTTED: Jun 07, 2021 - 8:19am

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONCEPT ZONING PLAN.DWG CPHAM

APPENDIX C

ANNEXATION & REZONING NEIGHBORHOOD MEETING

NEIGHBORHOOD MEETING: June 30, 2021 at 6 pm

LOCATION OF MEETING: Zoom

https://us02web.zoom.us/j/89182124001?pwd=dUM3V1BqU0JKNmhsSXZkY05wMUZqZz09

REQUESTS: An Annexation for Flagland LLC to allow annexation of a property located on a 10.06-acre parcel at 7000 North Highway 89 within Coconino County Commercial Heavy (CH-10,000) zone. The parcel will have split zoning, which include proposed City zoning districts Highway Commercial (HC) and Rural Residential (RR).

A Rezoning for Flagland LLC to allow for an equestrian area located on 1.10-acre of the northeast corner of the site. The proposed City zoning district is and Rural Residential (RR).

AREA TO BE ANNEXED & REZONED: 7000 North Highway 89, Flagstaff, Arizona 86004 (APN 301-50-005G)

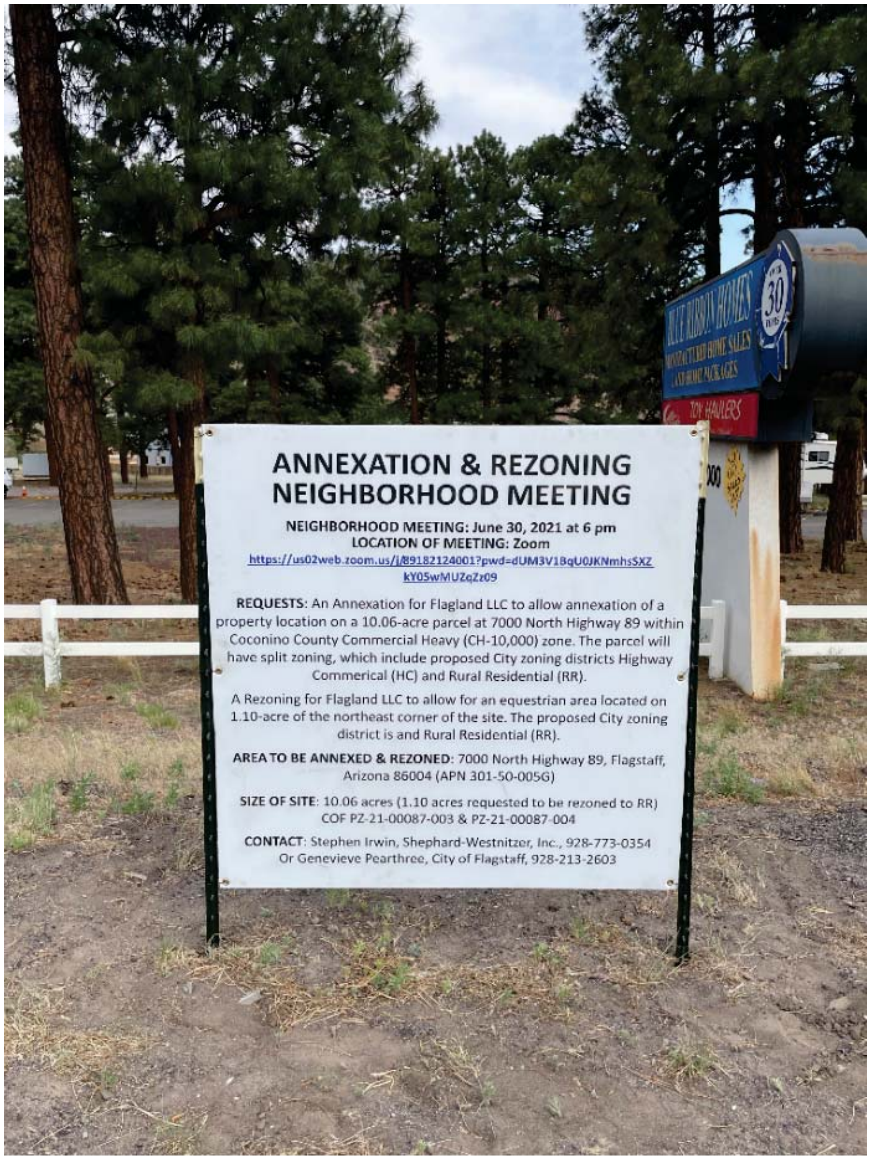
SIZE OF SITE: 10.06 acres (1.10 acres requested to be rezoned to RR)

COF PZ-21-00087-003 & PZ-21-00087-004

CONTACT: Stephen Irwin, Shephard-Wesnitzer, Inc., 928-773-0354

Or Genevieve Pearthree, City of Flagstaff, 928-213-2603


ANNEXATION & REZONING
NEIGHBORHOOD MEETING
NEIGHBORHOOD MEETING: June 30, 2021 at 6 pm
LOCATION OF MEETING: Zoom
https://us02web.zoom.us/j/89182124001?pwd=dUM3V1BqU0JKNmhsSXZkY05wMUZqZz09
REQUESTS: An Annexation for Flagland LLC to allow annexation of a property location on a 10.06-acre parcel at 7000 North Highway 89 within Coconino County Commercial Heavy (CH-10,000) zone. The parcel will have split zoning, which include proposed City zoning districts Highway Commerical (HC) and Rural Residential (RR).
A Rezoning for Flagland LLC to allow for an equestrian area located on 1.10-acre of the northeast corner of the site. The proposed City zoning district is and Rural Residential (RR).
AREA TO BE ANNEXED & REZONED: 7000 North Highway 89, Flagstaff, Arizona 86004 (APN 301-50-005G)
SIZE OF SITE: 10.06 acres (1.10 acres requested to be rezoned to RR)
COF PZ-21-00087-003 & PZ-21-00087-004
CONTACT: Stephen Irwin, Shephard-Westnitzer, Inc., 928-773-0354
Or Genevieve Pearthree, City of Flagstaff, 928-213-2603


ANNEXATION & REZONING
NEIGHBORHOOD MEETING
NEIGHBORHOOD MEETING: June 30, 2021 at 6 pm
LOCATION OF MEETING: Zoom
https://us02web.zoom.us/j/89182124001?pwd=dUM3V1BqU0JKNmhsSXZkY05wMUZqZz09
REQUESTS: An Annexation for Flagland LLC to allow annexation of a property location on a 10.06-acre parcel at 7000 North Highway 89 within Coconino County Commercial Heavy (CH-10,000) zone. The parcel will have split zoning, which include proposed City zoning districts Highway Commerical (HC) and Rural Residential (RR).
A Rezoning for Flagland LLC to allow for an equestrian area located on 1.10-acre of the northeast corner of the site. The proposed City zoning district is and Rural Residential (RR).
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SIZE OF SITE: 10.06 acres (1.10 acres requested to be rezoned to RR)
COF PZ-21-00087-003 & PZ-21-00087-004
CONTACT: Stephen Irwin, Shephard-Westnitzer, Inc., 928-773-0354
Or Genevieve Pearthree, City of Flagstaff, 928-213-2603

APPENDIX D

Flagstaff Rehab Campus

SWI Project #20136

Virtual Neighborhood Meeting – Zoom Registration

Wednesday, June 30, 2021

Registrants	Email Address	Registration Date
Barbara Chadwick	barbara@flagstaffconcierge.com	Jun 30, 2021 06:09 PM
Gillian and Clint Bleeker	gillian@landscapeconnection.biz	Jun 30, 2021 06:09 PM
Gillian Bleeker	gillian@bleekersboxes.com	Jun 30, 2021 06:05 PM
Paul bustamante, architect	Paul@pdbarchitect.com	Jun 30, 2021 06:00 PM
Jenny McRoy	jenlmcroy@gmail.com	Jun 30, 2021 05:57 PM
Stephen Irwin	sirwin@swiaz.com	Jun 30, 2021 05:57 PM
Guillermo Cortes	gcortes71@gmail.com	Jun 30, 2021 05:57 PM
Valeria Chase	valeria.chase@nau.edu	Jun 30, 2021 05:57 PM
JD Huyser	johnhuyser@icloud.com	Jun 30, 2021 05:57 PM
Shawn Johnson	shawn.johnson@flagstaffaz.gov	Jun 30, 2021 05:56 PM
Jessica Truettner	Truettner4@yahoo.com	Jun 30, 2021 05:54 PM
Genevieve Pearthree	gpearthree@flagstaffaz.gov	Jun 30, 2021 05:54 PM
Sheila Harris	sheila@harrisconsult.co	Jun 30, 2021 05:53 PM
Shannon Anderson	sanderson@flagstaffaz.gov	Jun 30, 2021 05:53 PM
Dan Musselman	dmusselman@coconino.az.gov	Jun 30, 2021 05:53 PM

Registrants	Email Address	Registration Date
Judy	judyshelton513@gmail.com	Jun 30, 2021 05:52 PM
Cassandra Pham	cpham@swiaz.com	Jun 30, 2021 05:50 PM
michael zipprich	mzipprich@arc-america.com	Jun 30, 2021 05:49 PM
Carla McCord	cmccord@lovencontracting.com	Jun 30, 2021 05:40 PM
Michelle Shetler-Carrasco	mcarrasco@arc-america.com	Jun 30, 2021 05:34 PM
michael zipprich	mzipprich@enrpi.com	Jun 28, 2021 02:52 PM

APPENDIX E

Flagstaff Rehab Campus

PZ-21-00087



Virtual Neighborhood Meeting

June 30, 2021

Meeting Outline

- Team Introduction
- Meeting Information
- Project Overview
- Proposed Annexation and Rezone
- Next Steps
- Question & Answer Session

Team Introduction

Developer: America's Rehab Campuses

- Mike Zipprich, CEO
- Michelle Shetler-Carrasco, COO/Executive VP

Architect: Paul Bustamante

- Paul Bustamante

Engineer: Shephard-Wesnitzer, Inc.

- Guillermo Cortes / Stephen Irwin, PE
- Cassandra Pham, EIT

Meeting Information

- This meeting is scheduled for one hour duration
- Remain muted throughout presentation
- Please be advised that this meeting is being recorded

PLOTTED: Jun 07, 2021–11:05am

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



Shephard Wesnitzer, Inc.

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

www.swiaz.com

JOB NO.	20136
DATE	JUN 21
SCALE	1"=500'
DRAWN	CNP
DESIGN	CNP
CHECKED	SCI

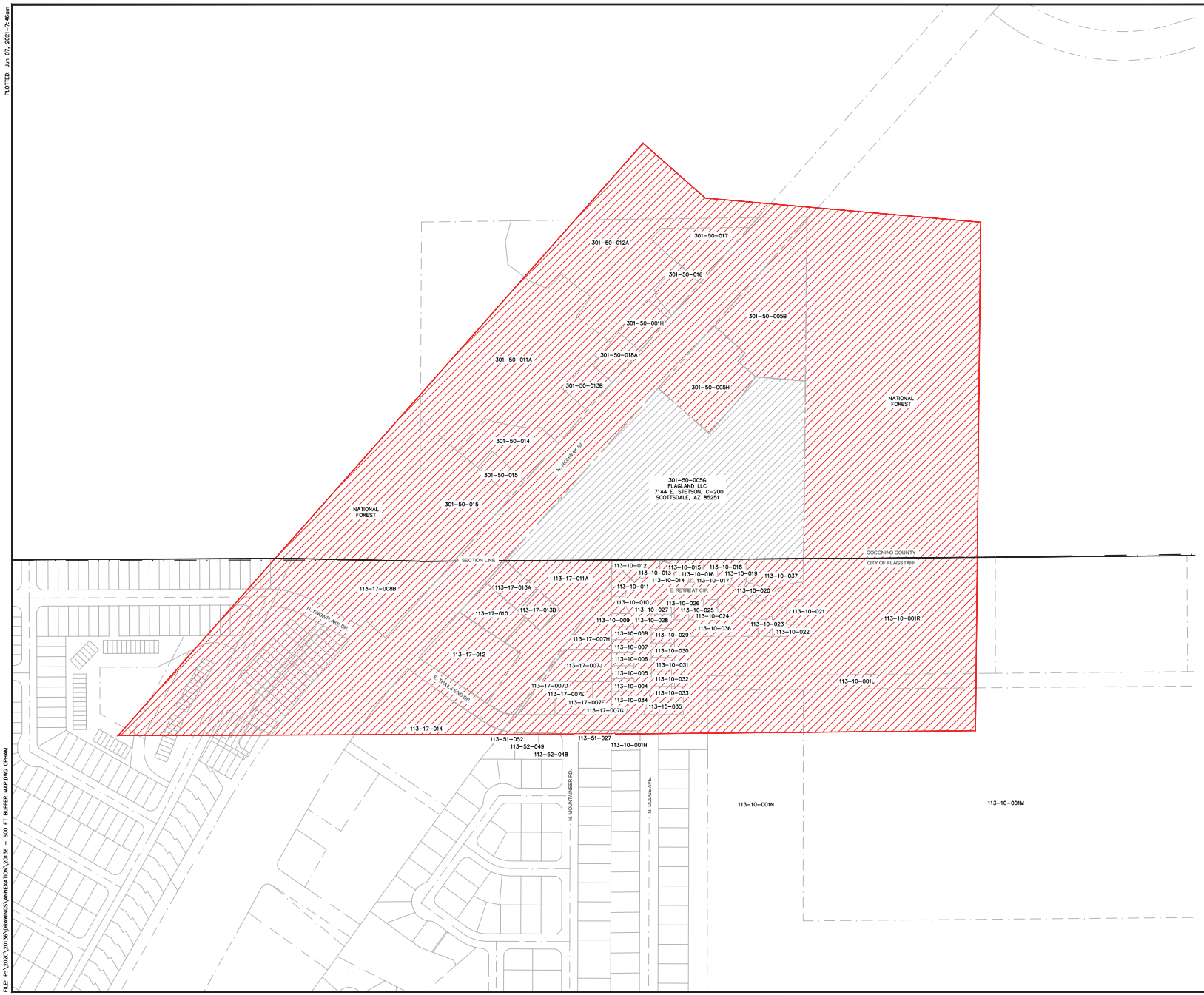
FLAGSTAFF REHAB CAMPUS

FLAGSTAFF
ARIZONA

VICINITY MAP

SHEET 1 OF 1

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 – VICINITY MAP.DWG CPHAM



FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

600 FOOT BUFFER MAP

JOB NO: 2036
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

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

NO.	DESCRIPTION	DATE	BY

REVISIONS

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

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

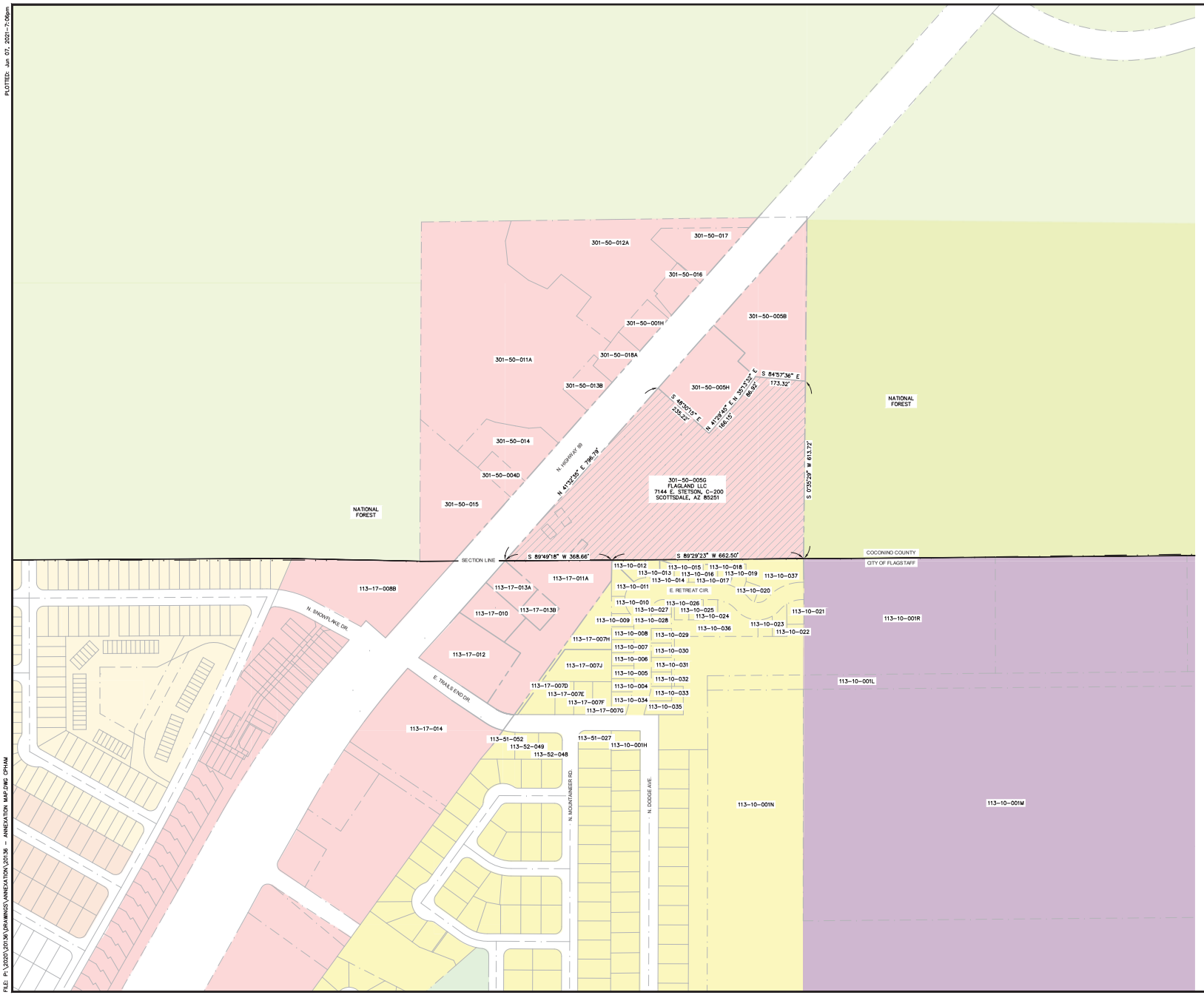
C.O.F. Project # PZ 20-00164

DRAWING NO.
BM01

SHT NO. 1 OF 2

PLOTTED: Jun 07, 2021-7:46am

FILE: P:\2020\2036\DRAWINGS\ANNEXATION\2036 - 600 FT BUFFER MAP.DWG CPHAM



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" : 150'

0 75 150

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF ARIZONA

ANNEXATION MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

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

REVISIONS

NO.	DESCRIPTION	DATE	BY

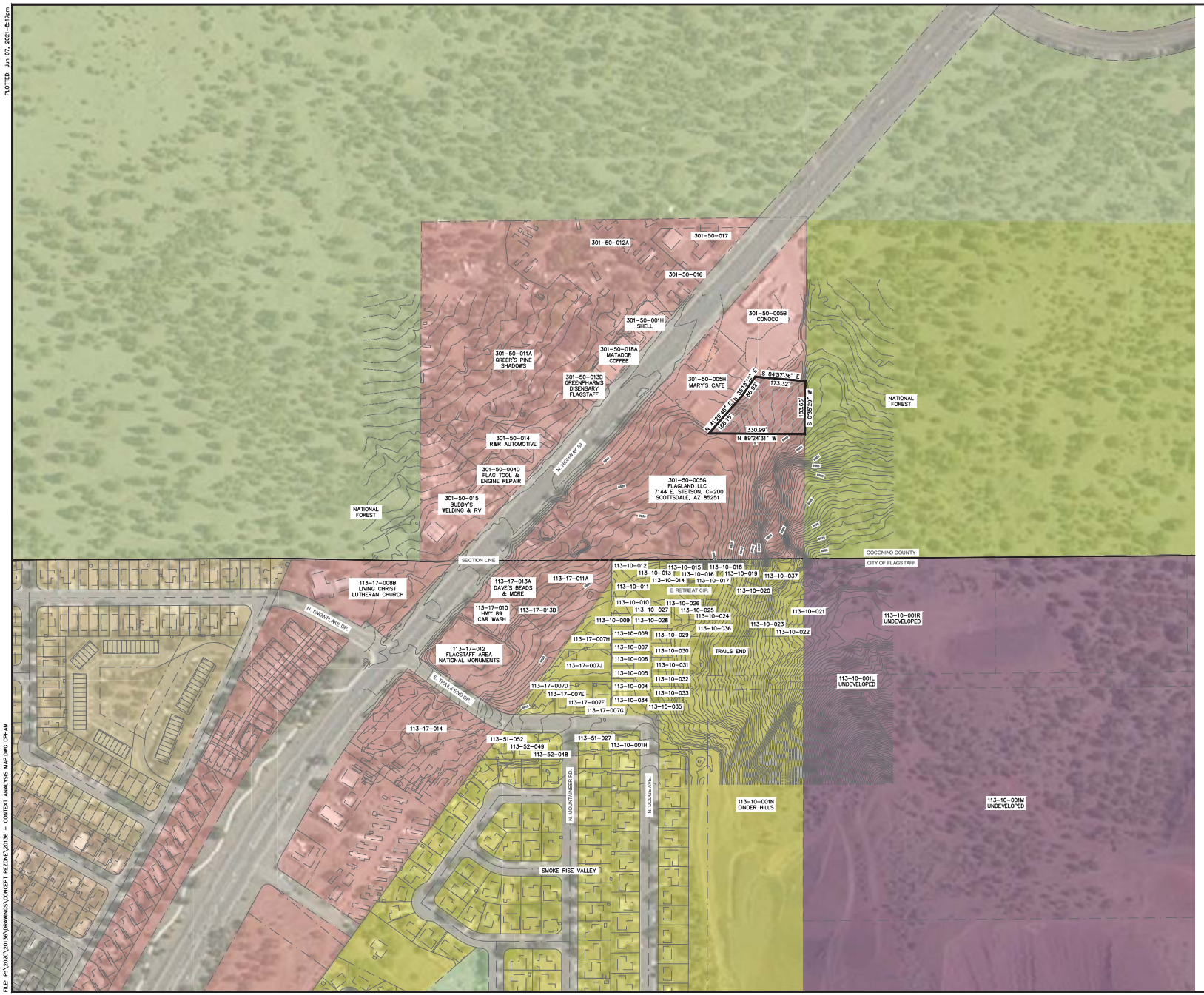
Call at least two full working days before you begin excavation
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
AM01

SHT NO. 1 OF 1

PLOTTED: Jun 07, 2021 - 7:06pm

FILE: P:\2020\20136\DRAWINGS\ANNEXATION\20136 - ANNEXATION MAP.DWG CPHAM



FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONTEXT ANALYSIS MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

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

REVISIONS

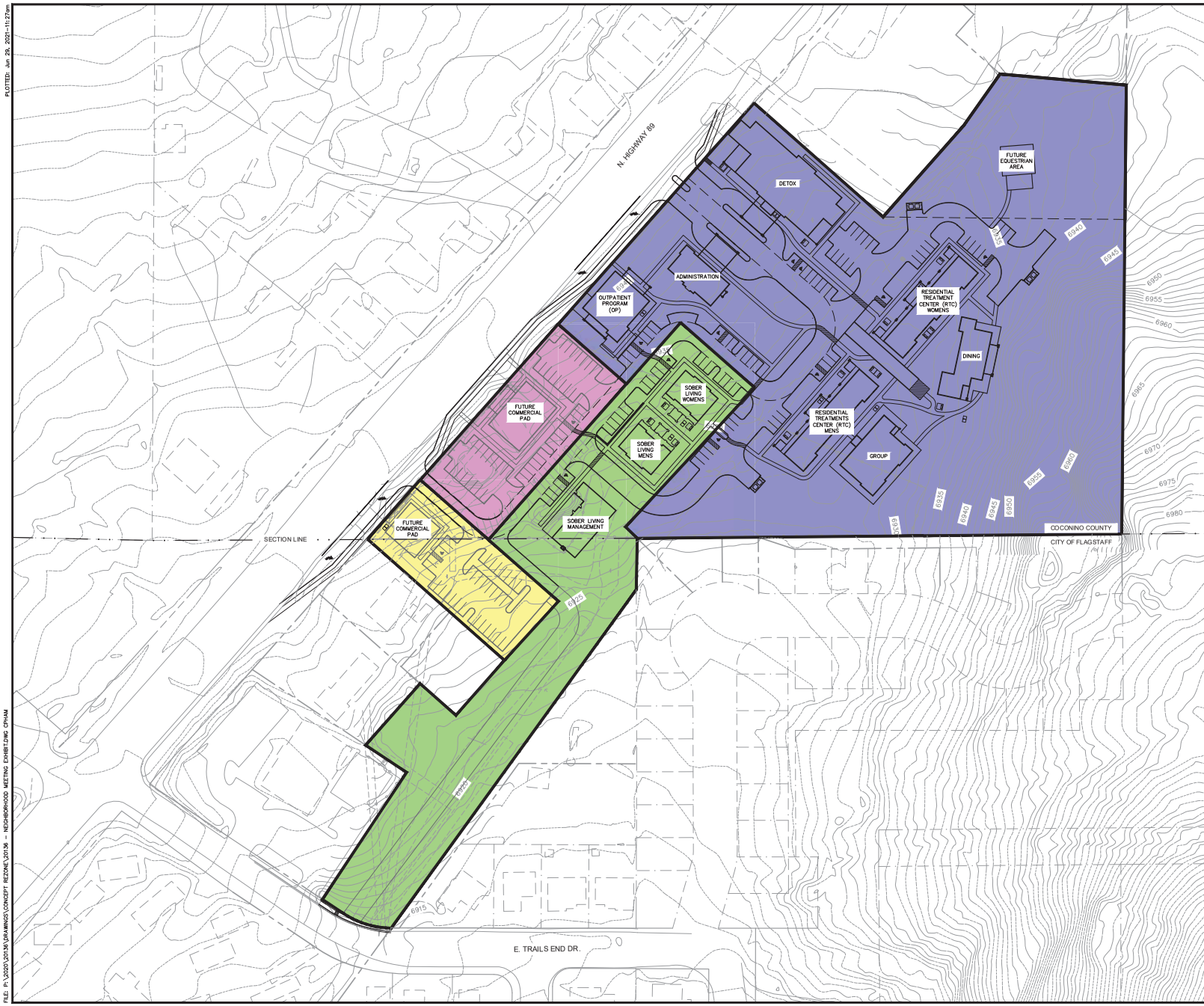
NO.	DESCRIPTION	DATE	BY

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

DRAWING NO.
CM01

SHT NO. 2 OF 5

PLOTTED: Jun 07, 2021-8:17pm
FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONTEXT ANALYSIS MAP.DWG CPHAM



LEGEND

- FLAGSTAFF REHAB CAMPUS
- SOBER LIVING
- FUTURE COMMERCIAL PAD 1
- FUTURE COMMERCIAL PAD 2

SCALE 1" : 60'
0 30 60

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF ARIZONA

FLAGSTAFF REHAB CAMPUS

CONCEPT ZONING PLAN

JOB NO:	20136
DATE:	JUN 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

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

SWI Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CP01

SHT NO. 4 OF 5

PLOTTED: Jun 29, 2021-11:27am

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - NEIGHBORHOOD MEETING EXHIBIT.DWG CPHAM

Flagstaff Location







Khaki Brown >



Timber Bark >



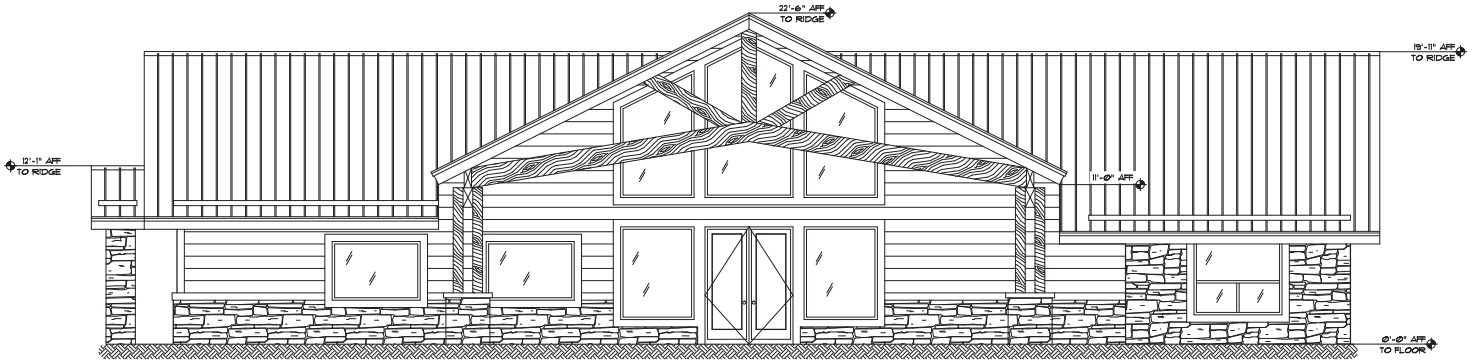
Aged Pewter >



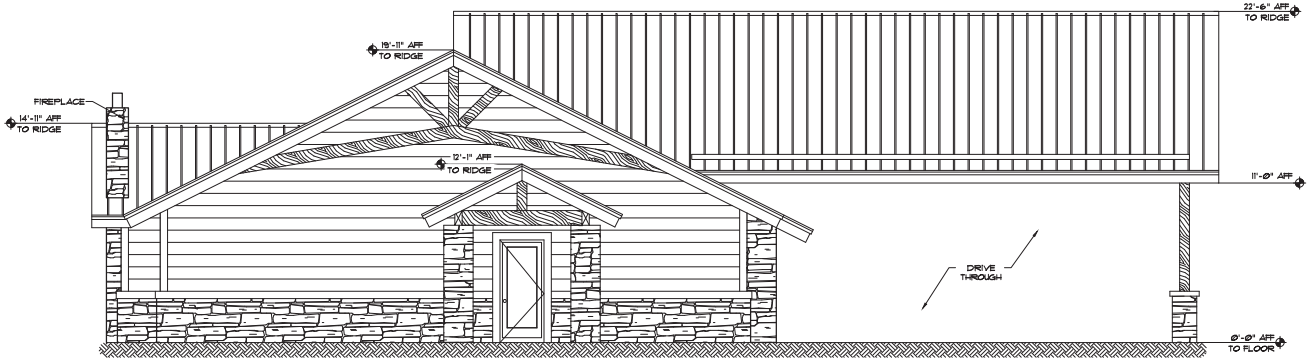
Ledgestone Series
(Click to view all Ledgestone Veneer styles)



Stone Combinations
(Click to view all Stone Combination styles)



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. bustamante
architect

Health Facility - Admin Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

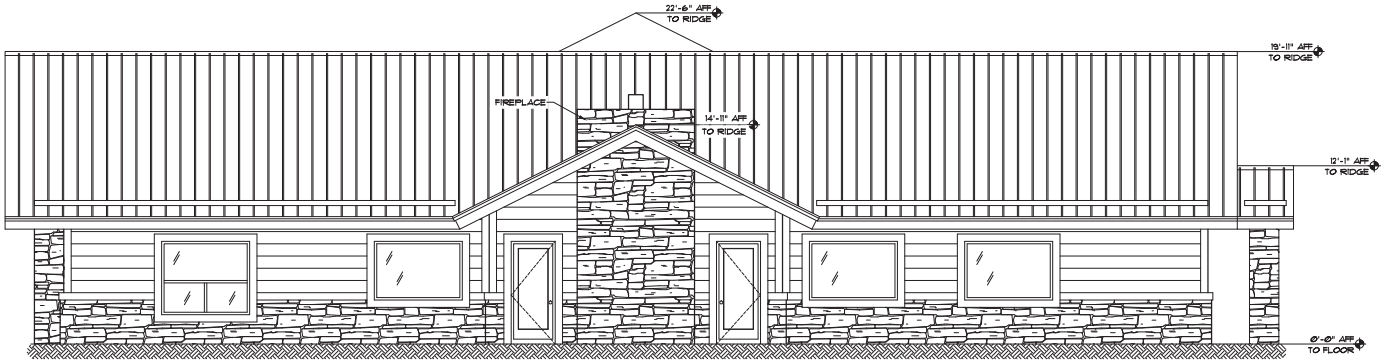
Drawn: LJ

Date: January 19, 2021

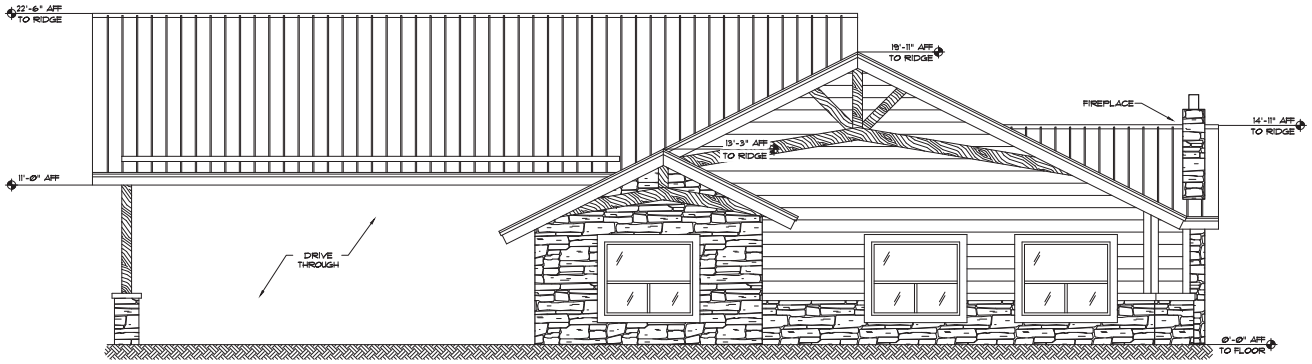
Job No:

SHEET
A-AD2.0

EXTERIOR ELEVS
ADMIN
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-Ø"



2 EAST ELEVATION
SCALE: 1/4" = 1'-Ø"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Health Facility - Admin Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

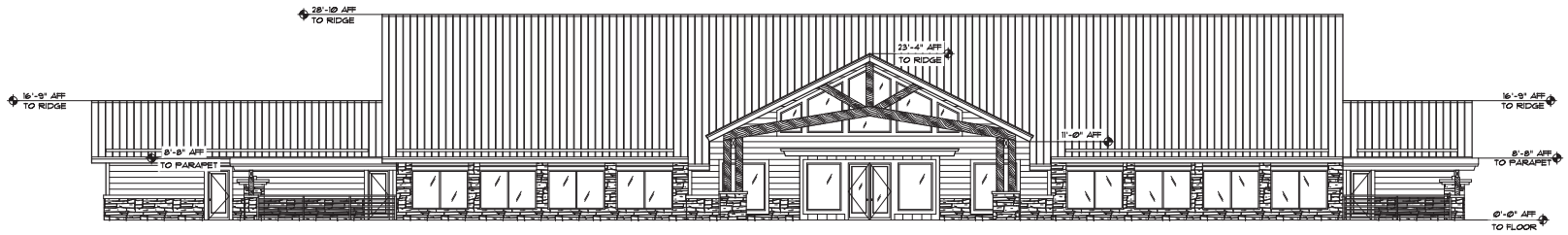
Drawn: LJ

Date: January 19, 2021

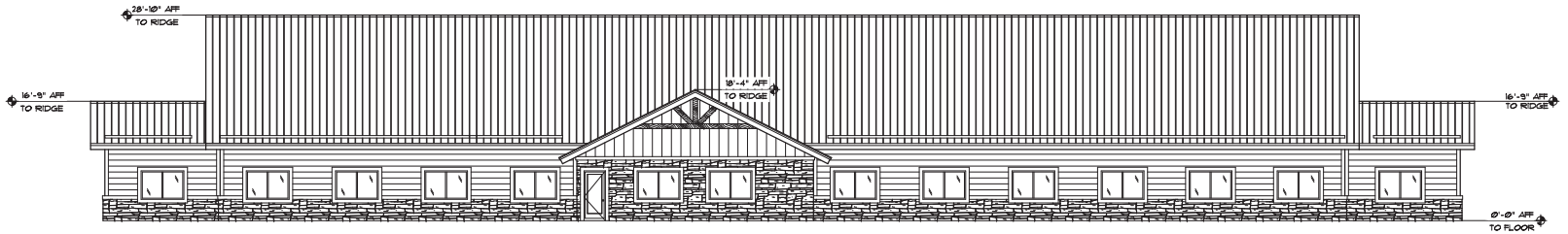
Job No:

SHEET
A-AD2.1

EXTERIOR ELEVS
ADMIN.
SCALE: 1/4" = 1'-Ø"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBlanchard@aol.com

paul d. blanchard
architect

Health Facility - Detox Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

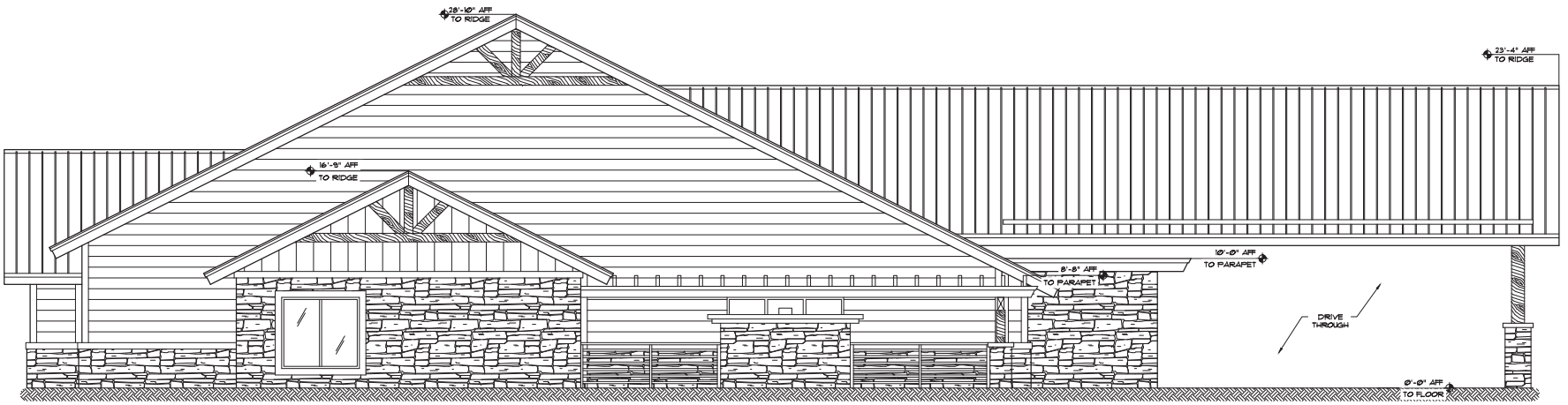
Drawn: LJ

Date: February 5, 2021

Job No:

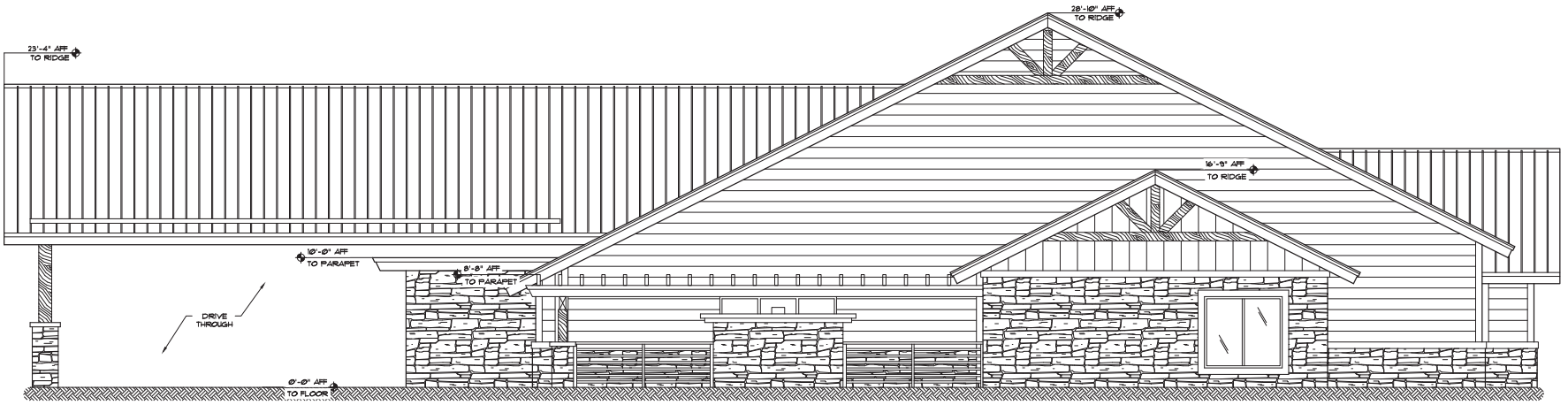
SHEET
A-DT2.0

EXTERIOR ELEVS
DETOX
SCALE: 1/8" = 1'-0"



1 WEST ELEVATION

SCALE: 1/4" = 1'-0"



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, az 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Health Facility - Detox Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

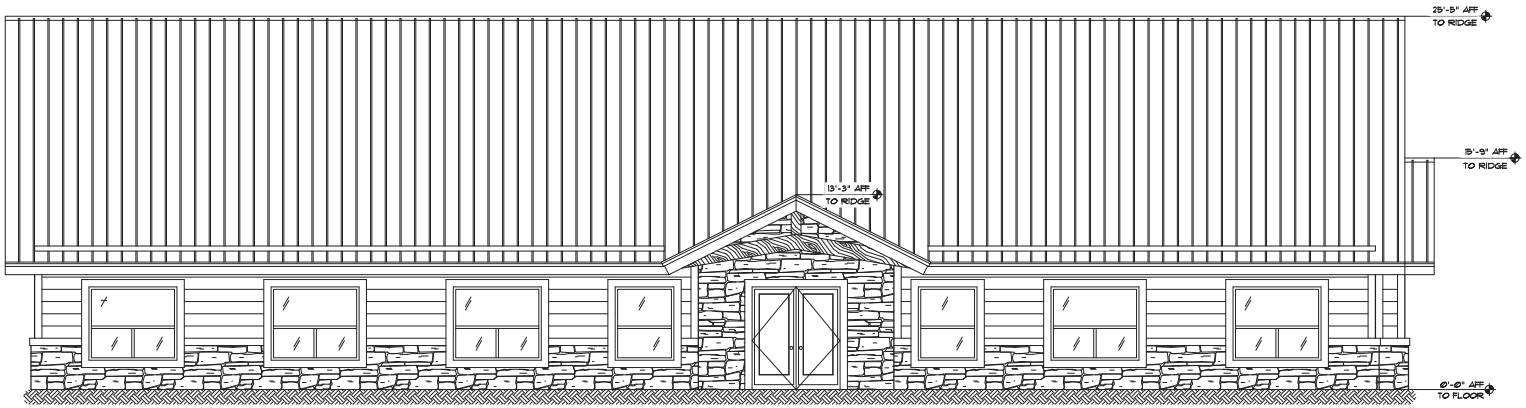
Drawn: LJ

Date: February 5, 2021

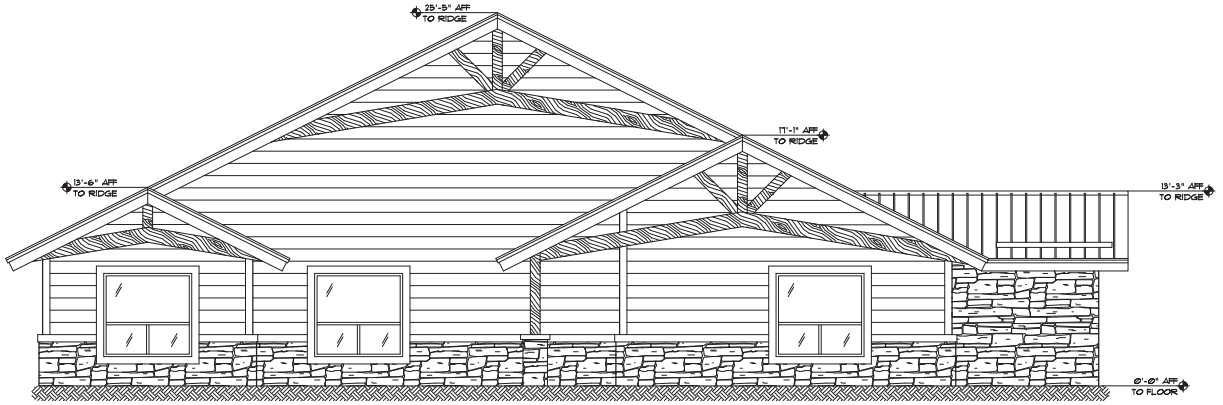
Job No:

SHEET
A-DT2.1

EXTERIOR ELEVS
DETOX
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buchanan
architect

Health Facility - Group Building
Highway 89-A
Flagstaff, AZ

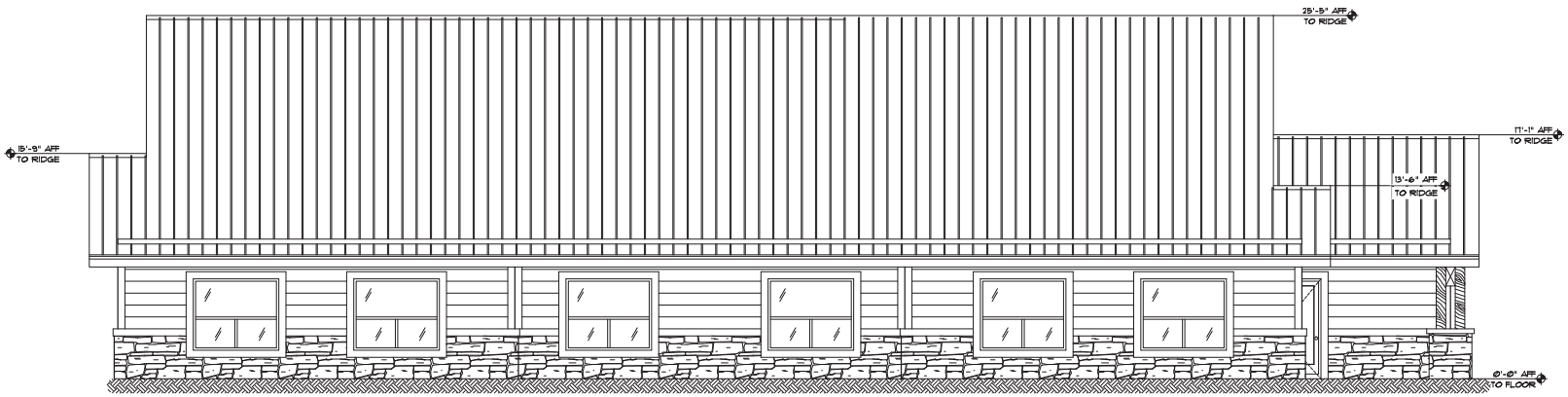
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: January 19, 2021
Job No:

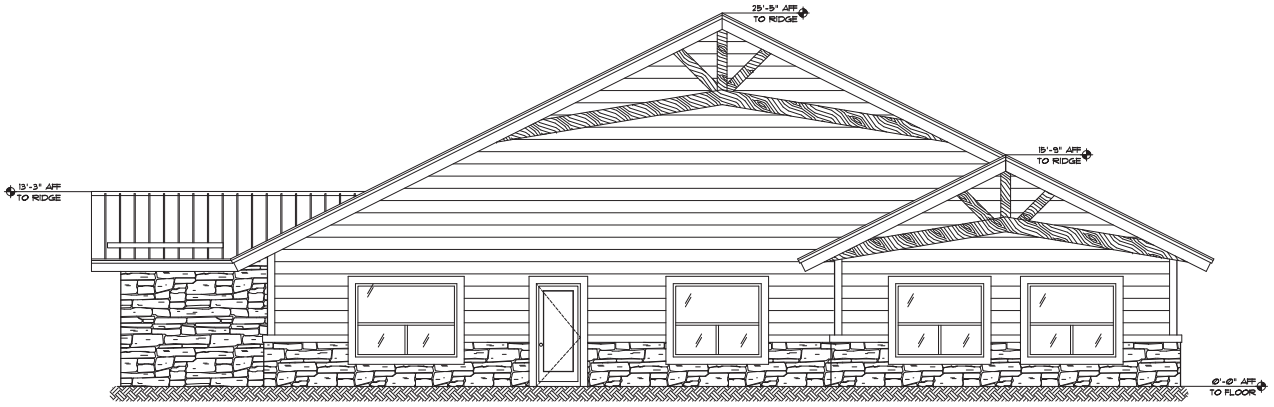
SHEET
A-GR2.0

EXTERIOR ELEVS
GROUP
SCALE: 1/4" = 1'-0"



① NORTH ELEVATION

SCALE: 1/4" = 1'-0"



② EAST ELEVATION

SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Health Facility - Group Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

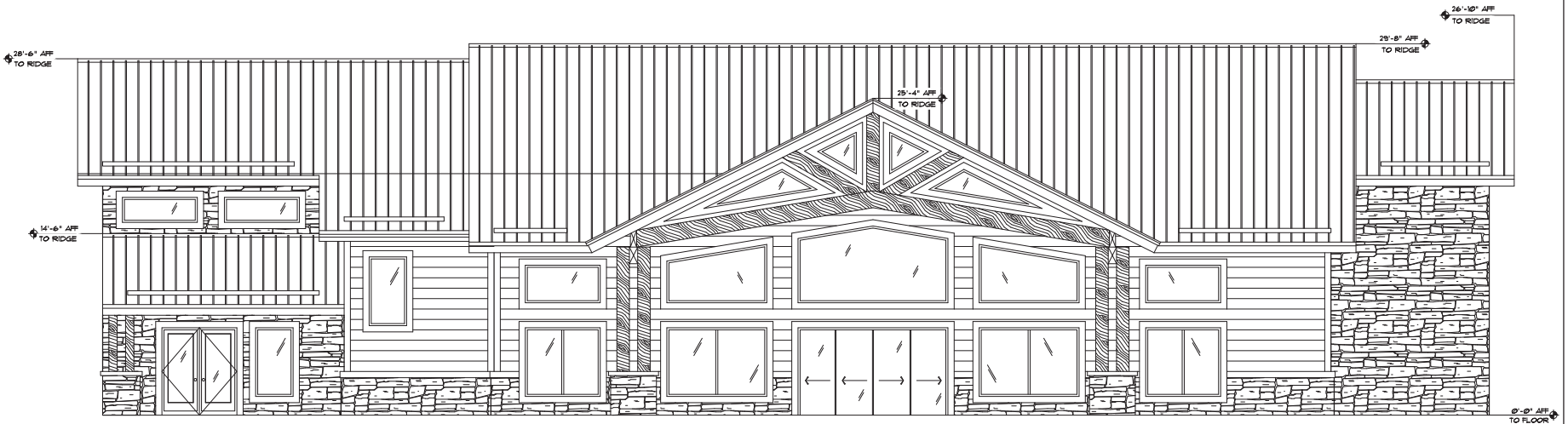
Drawn: LJ

Date: January 19, 2021

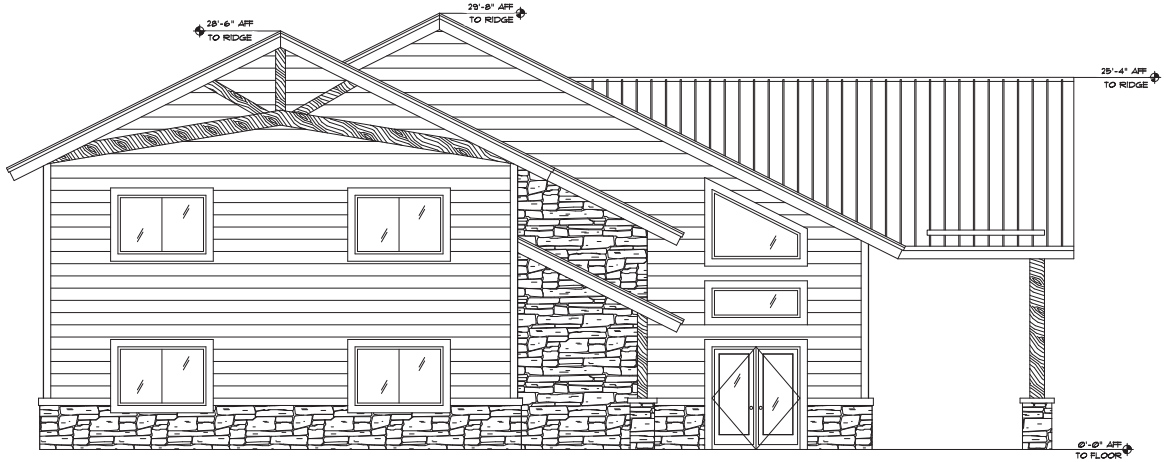
Job No:

SHEET
A-GR2.1

EXTERIOR ELEVS
GROUP
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buscamante
architect

Health Facility - Kitchen/Dining
Highway 89-A
Flagstaff, AZ

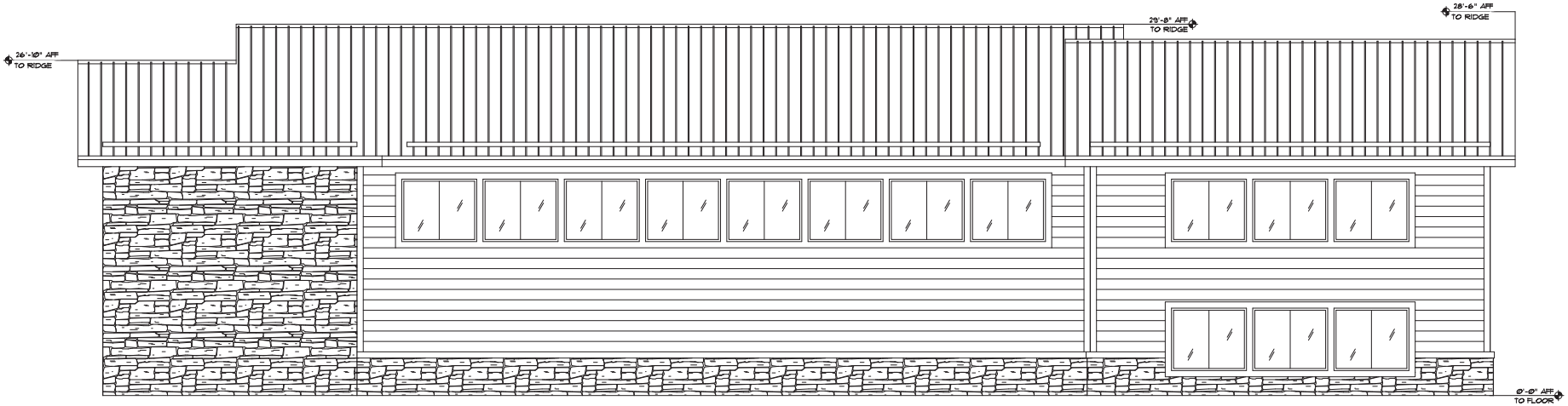
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

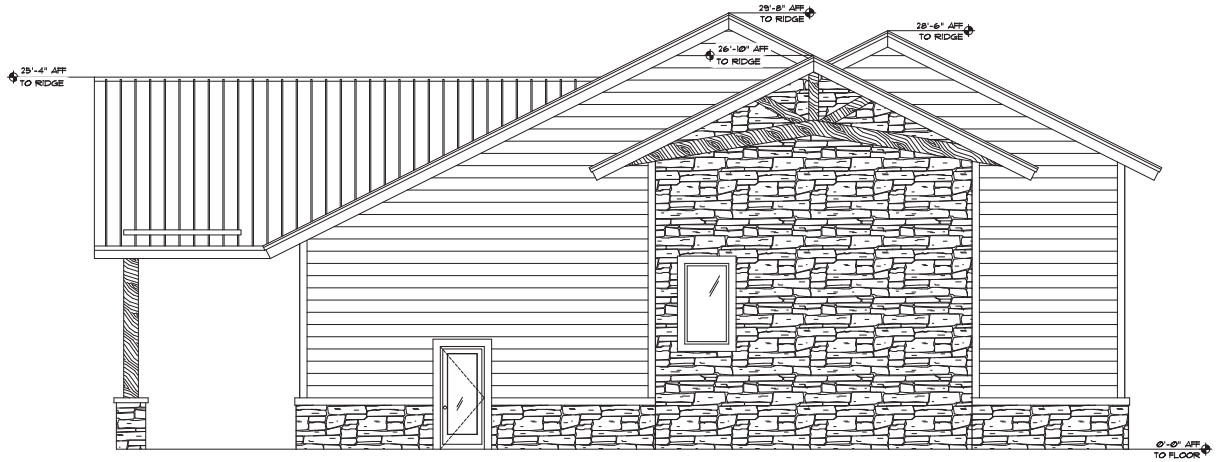
Drawn: LJ
Date: January 19, 2021
Job No:

SHEET
A-KD2.0

EXTERIOR ELEVS
Kitchen/Dining
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buscamanda
architect

Health Facility - Kitchen/Dining
Highway 89-A
Flagstaff, AZ

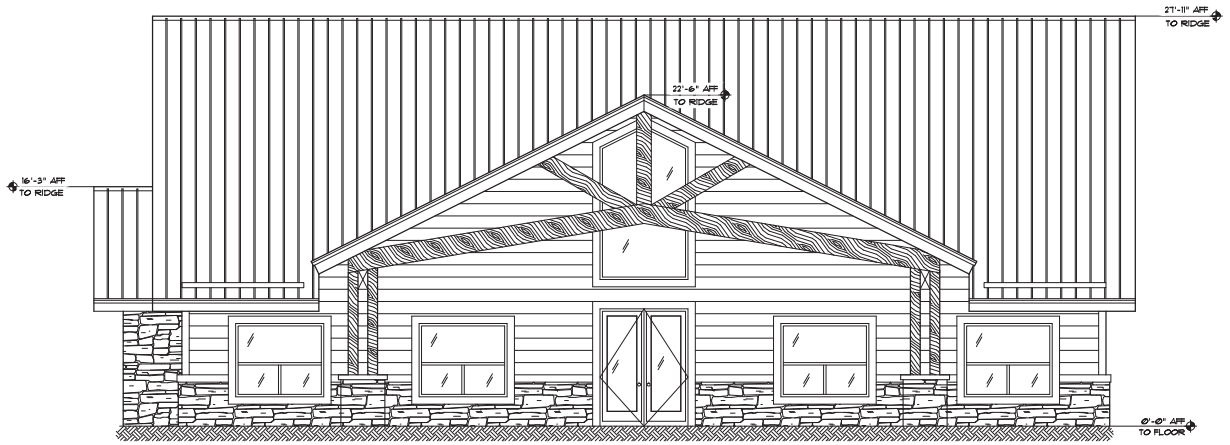
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

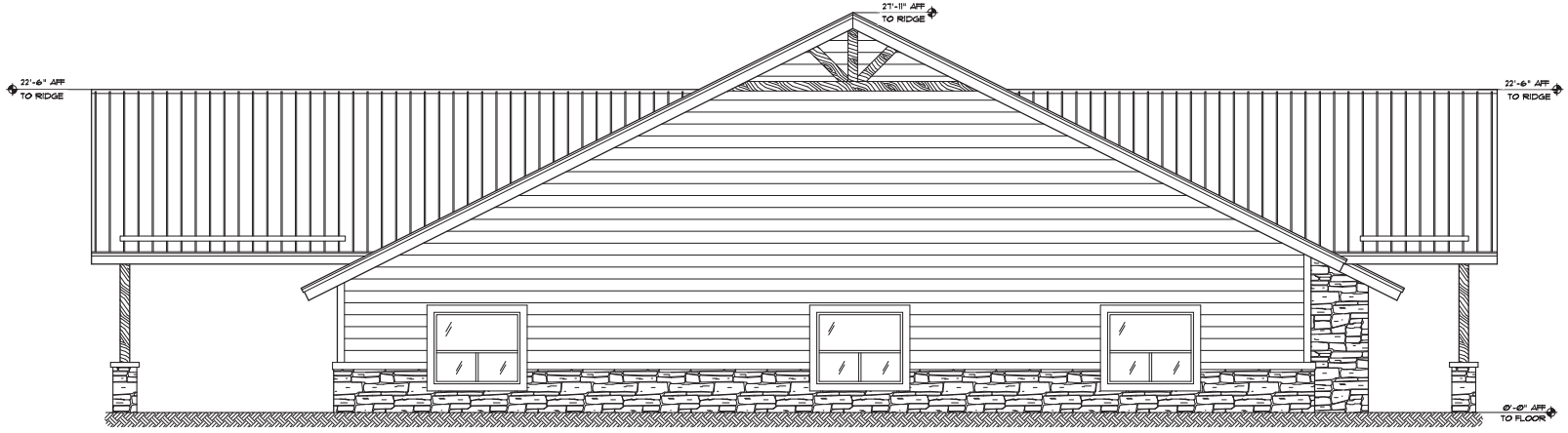
Drawn: LJ
Date: January 19, 2021
Job No:

SHEET
A-KD2.1

EXTERIOR ELEVS
Kitchen/Dining
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION (FRONT)
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buschmanns
architect

Health Facility - OP Building
Highway 89-A
Flagstaff, AZ

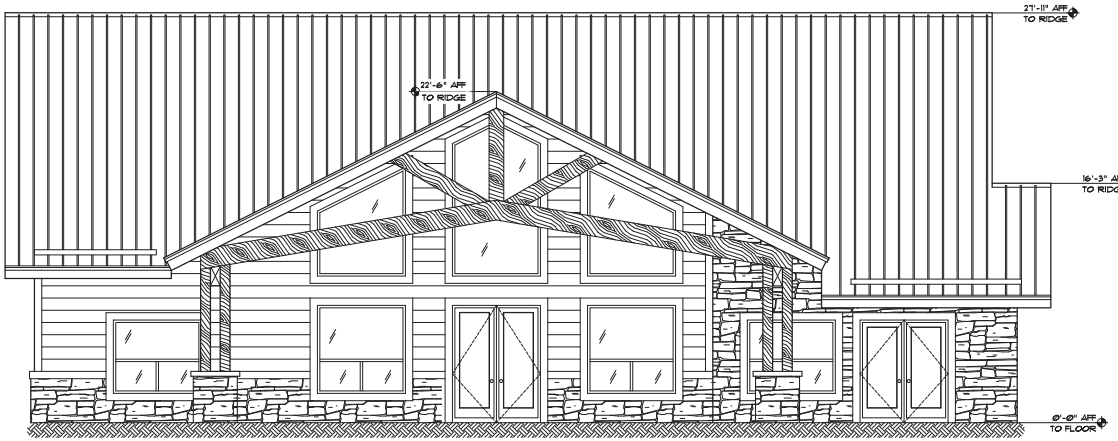
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

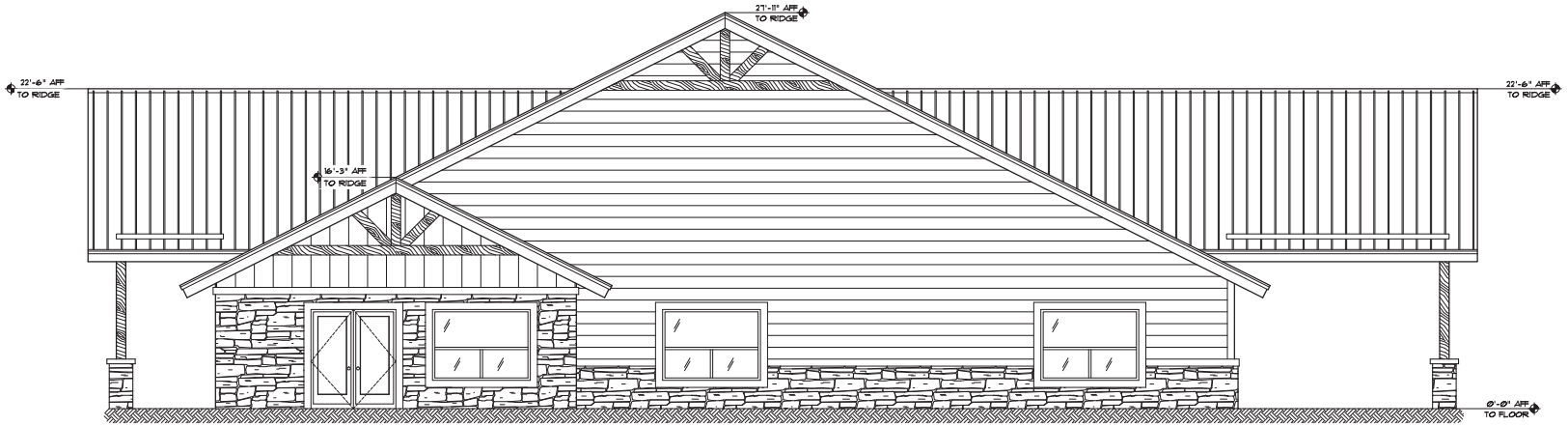
Drawn: LJ
Date: February 4, 2021
Job No:

SHEET
A-OP2.0

EXTERIOR ELEVS
OP
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION (BACK)
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buschmanns
architect

Health Facility - OP Building
Highway 89-A
Flagstaff, AZ

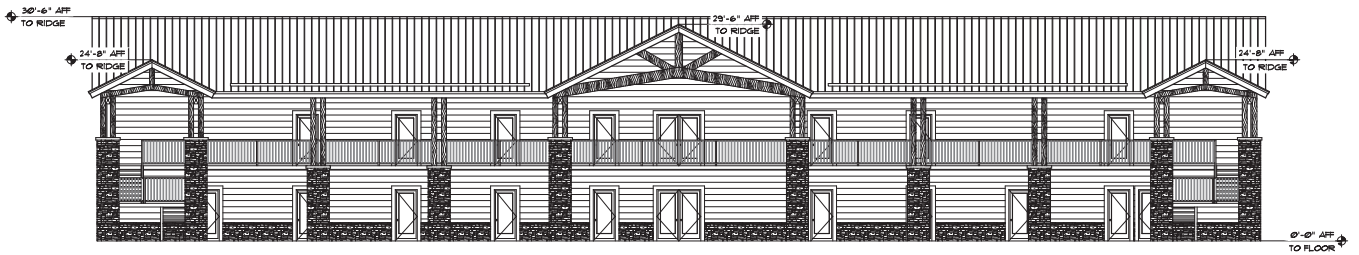
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

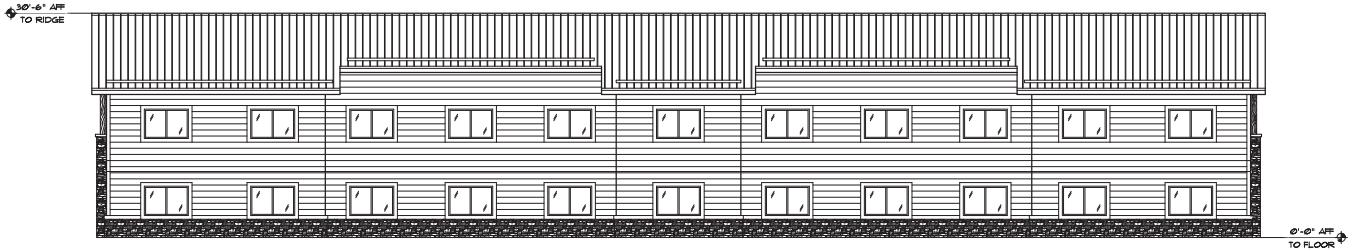
Drawn: LJ
Date: February 3, 2021
Job No:

SHEET
A-OP2.1

EXTERIOR ELEVS
OP
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buschmanns
architect

Health Facility - RTC Men & Women
12425 N 19TH AVE
Phoenix, AZ 85029

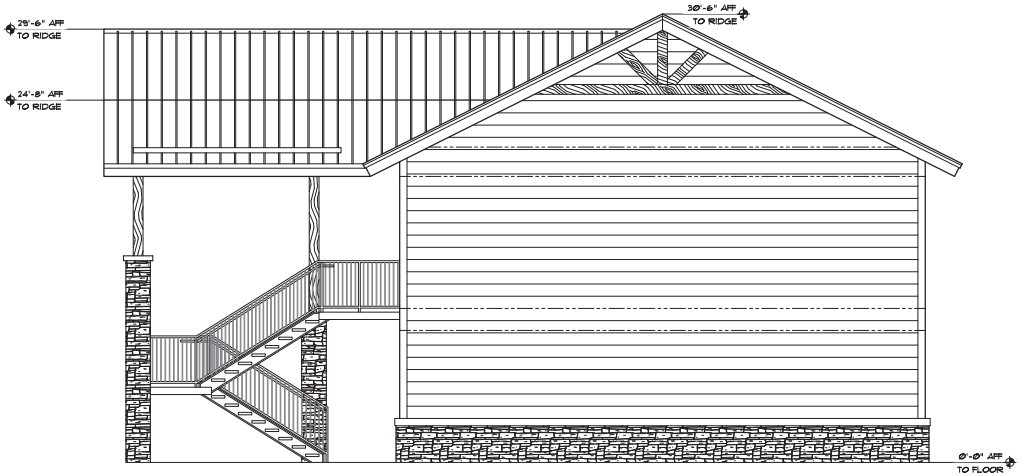
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

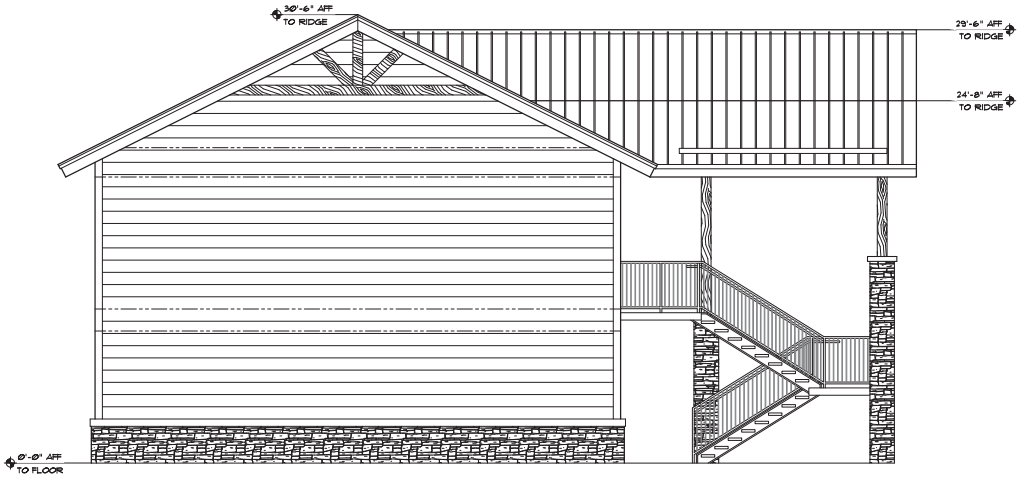
Drawn: LJ
Date: April 6, 2021
Job No:

SHEET
A-RTC2.0

EXTERIOR ELEVS
RTC MEN & WOMEN
SCALE: 1/8" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Health Facility - RTC Men & Women
12425 N 19TH AVE
Phoenix, AZ 85029

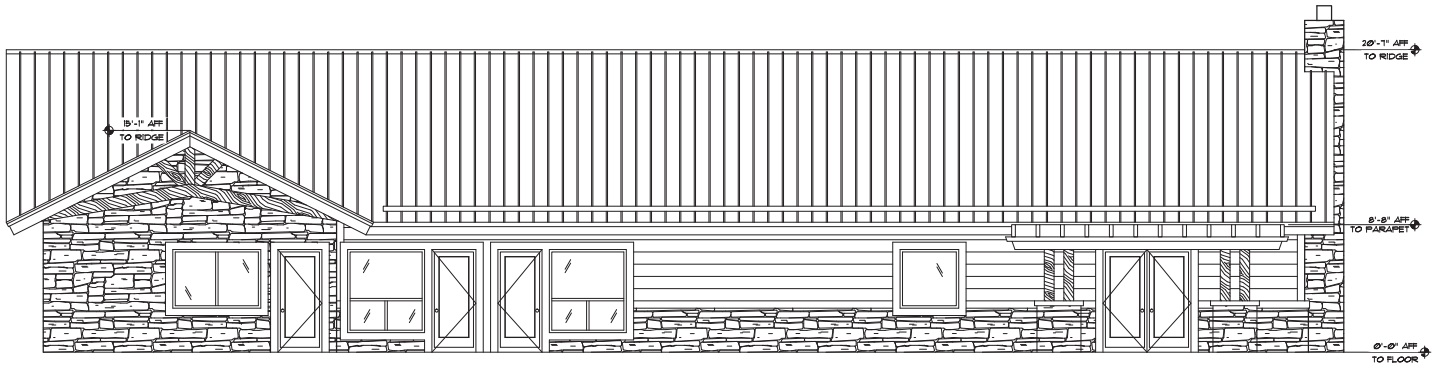
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: April 6, 2021
Job No:

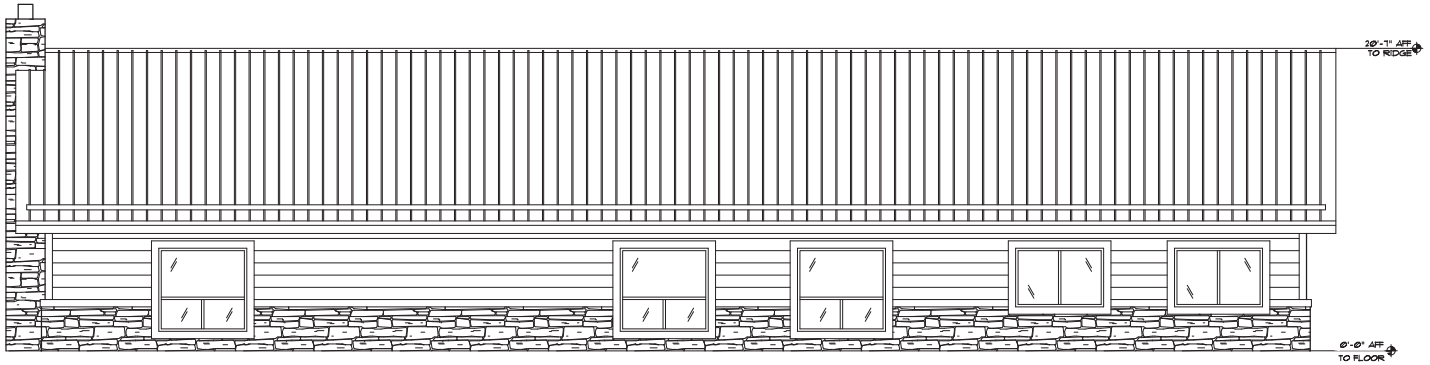
SHEET
RTC2.1

EXTERIOR ELEVS
RTC MEN & WOMEN
SCALE: 1/4" = 1'-0"



① SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



② NORTH ELEVATION

SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Sober Living - Management
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

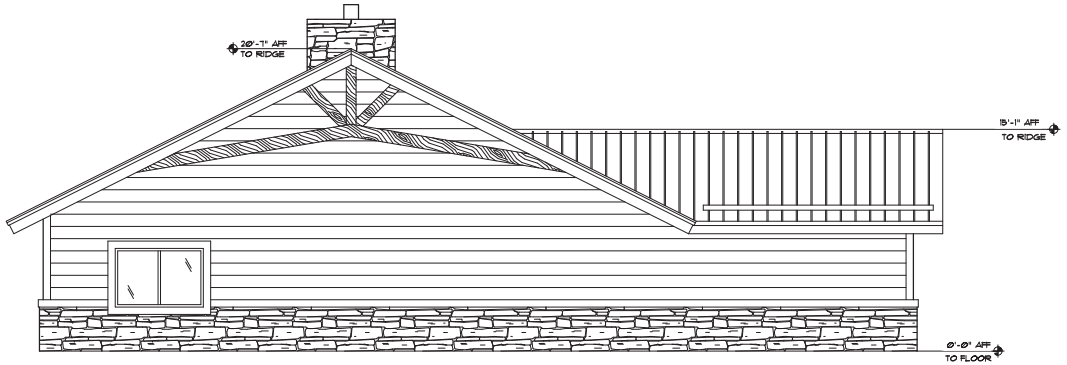
Drawn: LJ

Date: January 21, 2021

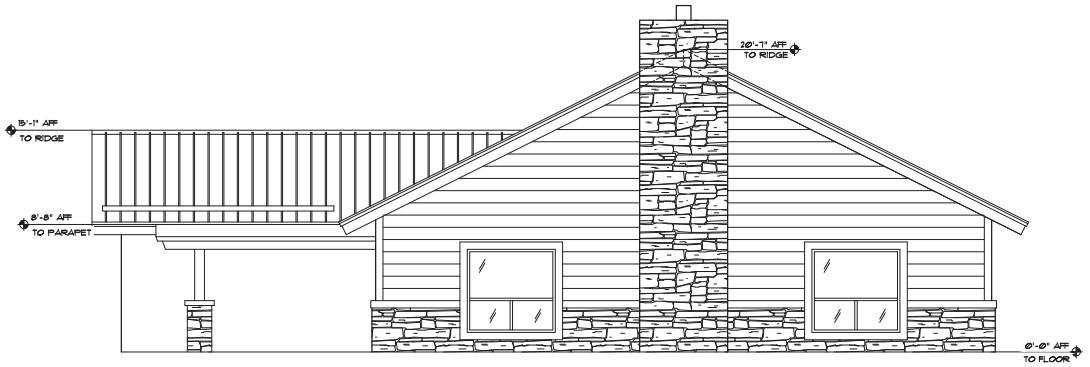
Job No:

SHEET
A-SM2.0

EXTERIOR ELEVS
Management
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buscamante
architect

Sober Living - Management
Highway 89-A
Flagstaff, AZ

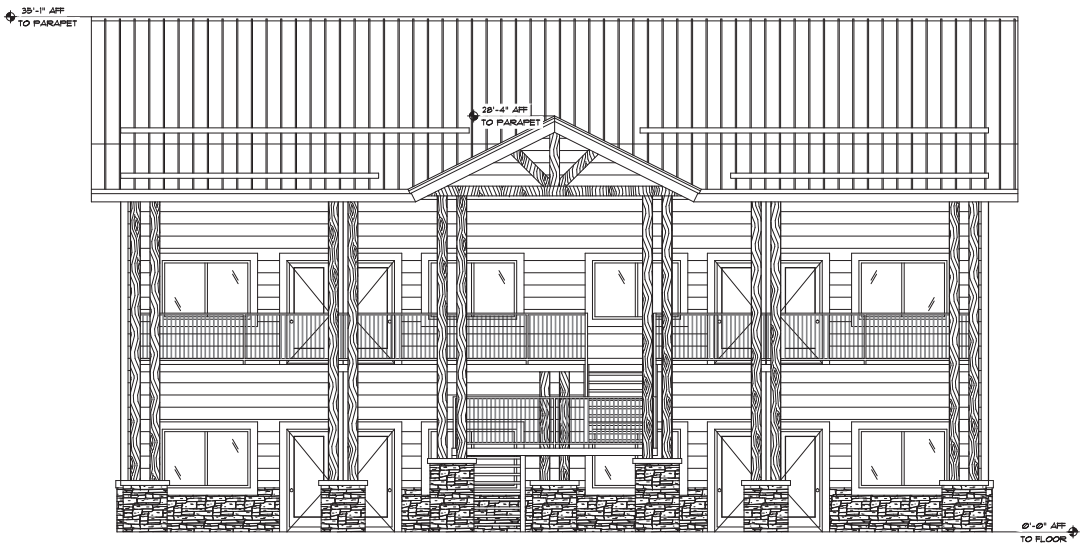
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

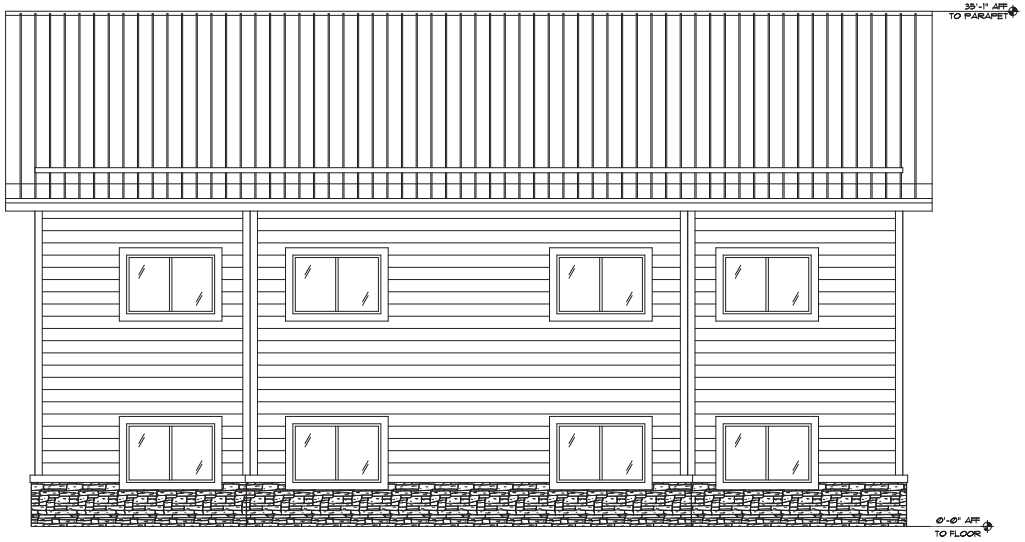
Drawn: LJ
Date: January 19, 2021
Job No:

SHEET
A-SM2.1

EXTERIOR ELEVS
Management
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. bustamante
architect

Sober Living - Residential
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

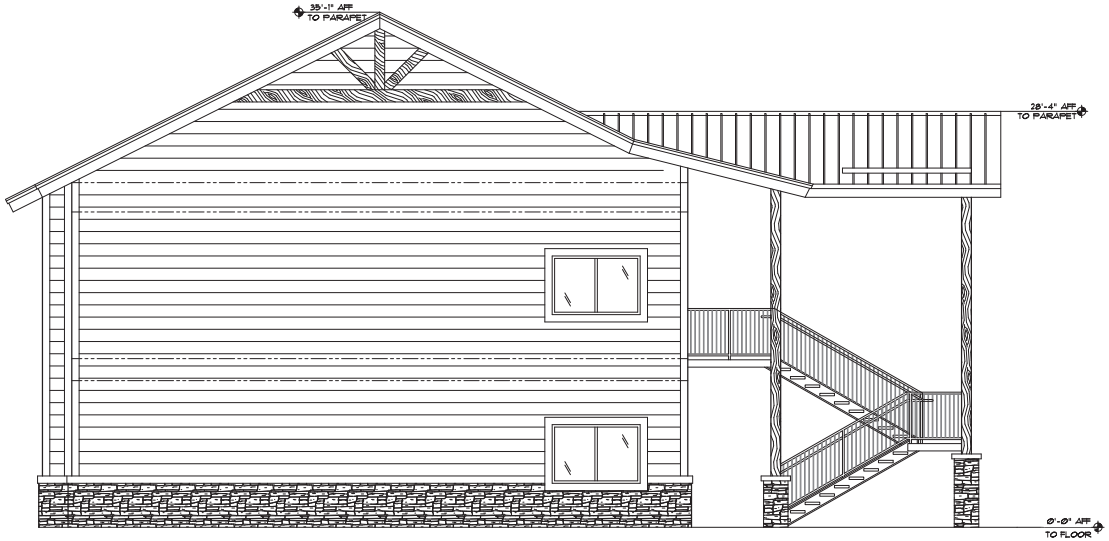
Drawn: LJ

Date: January 19, 2021

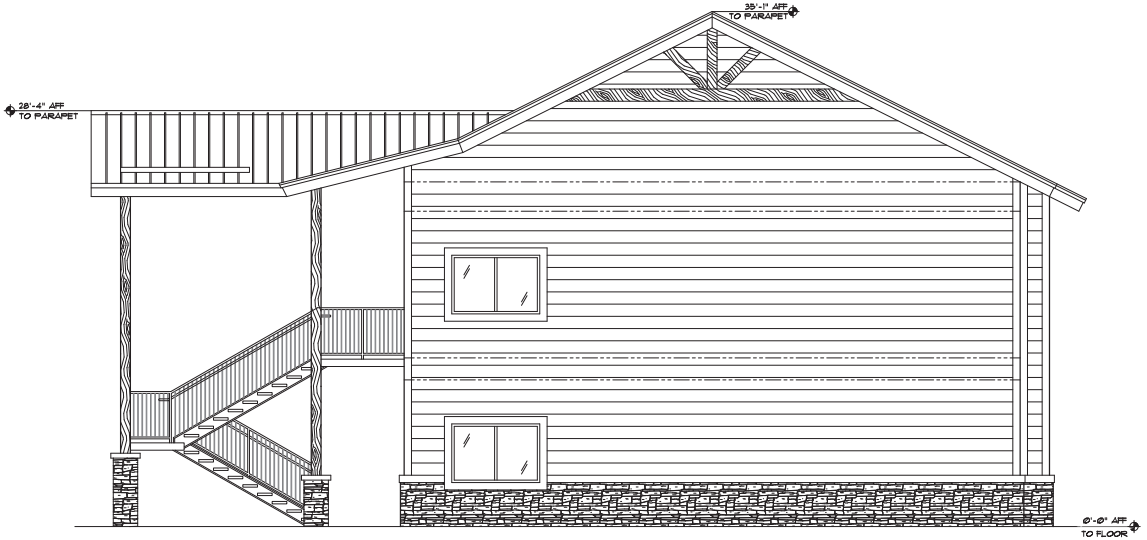
Job No:

SHEET
A-SLR2.0

SOBER LIVING
EXTERIOR ELEVS
RESIDENTIAL
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. bustamante
architect

Sober Living - Residential
Highway 89-A
Flagstaff, AZ

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Drawn: LJ

Date: January 19, 2021

Job No:

SHEET
A-SLR2.1

SOBER LIVING
EXTERIOR ELEVS
RESIDENTIAL
SCALE: 1/4" = 1'-0"

Next Steps

June 30, 2021 – First Virtual Neighborhood Meeting

TBD – Second Virtual Neighborhood Meeting

TBD – Planning & Zoning Commission

For Recommendation

TBD – City Council Introduction

TBD – City Council Adoption

Question & Answer Session

- Raise hand to ask question
- 3 minute time limit
- In the event we are not able to take your question during this meeting or if you have questions or comments after the meeting, please contact Stephen Irwin at sirwin@swiaz.com or (928) 773-0354 or Genevieve Pearthree, Planning Development Manager at gpearthree@flagstaffaz.gov or (928) 213-2603

Flagstaff Rehab Campus

SWI Project #20136

Virtual Neighborhood Meeting – Questions & Answers

Wednesday, June 30, 2021

QUESTION/COMMENT	ANSWER
Presentation officially started at 6:00pm.	
Please put the website in the chat. Audio broke up and could not hear the website info.	https://www.americasrehabcampuses.com/
Will you be accepting those who are court ordered for treatment in Flagstaff?	Yes, provided that there are not any violent or crime issues that they are dealing with.
Please define the term "Continuum of Care" you used previously.	In most treatment centers, they do not have this continuum of care option that clients can be routed to outside of an outpatient program. These programs often fail. ARC transports patients that are outpatient.
How many full time residents?	The campus will not have full-time residents and will have a limited stay that is approved by their insurance.
You stated that you had people living there during detox and apartments. And you stated that it's full time care. So, how aren't there full time residents?	Full-time residents is defined as year-round. The average stay is approximately 60 days.
Also what are the staffing patterns? What is the patient to employee ratio? How many staff will provide direct service to clients?	Staff will be present 24 hours a day, seven days a week. The staffing patters will include: three-12 hour shifts for RNs and techs, and therapists have shifts five days a week. The staff to client ratio will include: 1 nurse and 1 tech to every 10 clients for detox, 1 nurse and 1 tech for every 20 patients for residential. One caseload will consist of approximately 12-15 patients.
Are people in sober living allowed to roam the neighborhood?	No, this is not allowed. Staff is present 24/7 around the clock to monitor the campus.
Can you repeat the height of the building?	Max building height is 35'-1" to the parapet and two-stories.
Michael stated that this property is not adjacent to homes. It is right next to homes.	Trails End is a recently constructed subdivision that will be located southeast of the proposed project site.
Will you please send the color slides out to all participants? They describe the land use much better.	Yes, these will be sent via email.
The traffic numbers seem very heavy for this area, with no traffic light. Please remember	Thank you for this comment. SWI is a local civil engineering firm and is aware that this

that there have been two pedestrian deaths in this area.	section of the highway has higher speeds. A traffic analysis is currently being performed for the project.
I am in parcel 9 at Trails End, backing up to the campus. If I look out my second floor window, what should I expect to see? Activity? People? Vehicles?	We are mostly building on the flatter areas of the site. The sober living building are two-story and the sober living maintenance building is one-story. It is anticipated that the second floor elevations would be similar; however, you should be able to maintain your views to the north. The detention basin will be located in the southern end of the site, between sober living and Trails End. The project is also required to have a landscape buffer and will preserve as many trees as possible to provide a buffer around the campus and adjacent properties.
Will you be incorporating cultural healing practices that many of our indigenous neighbors follow?	Yes, that is the project's plan and coordination has already begun. We will be reaching out to NACA and Rose Toehe.
How many apartments for sober living? I missed that. And didn't you say that they can live there up until a year?	Sober living will include 16 apartments. Typically, three to four people share a room setup. Staff supervision is present 24/7. Clients can live on the campus up to six months. On average, people stay 60 days before leaving the campus.
In your experience from facilities in other communities, does the center attract transients to the area? If so, how are they handled?	The campus acts as a watch dog for the community and doesn't normally attract transients. The campus allows, but rarely has walk-ins. Most clients arrive to the campus with appointments.
Please provide staffing info in written form I am interested in ratios - not just numbers. What is the difference between the roles of nurses, therapists, techs, etc? Lots of terminology - not a lot of explanation	A behavioral health tech is similar to CNA that monitor patients and make rounds. Case managers work with doctors' offices and organize continuum of care outside of campus. A separate written response of the campus staffing information will be sent out to the neighbors.
So on an average, what would you say the number of people/cars would be accessing this property?	A traffic study is currently being prepared for the project. The average traffic patterns are similar to a nursing home. Traffic counts are being collected at the existing Tucson campus in order perform a more accurate traffic analysis.
In addition to the cameras, what other safety/security measures do you envision? Will the campus be fully fenced, or will there	Staff will be present 24/7 to provide security. The campus may potentially hire security in

be security on site? This may put the surrounding neighborhood at ease.	the evenings. The campus perimeter will be fenced and landscaped as much as possible.
There are homes along the green section, as well.	The panhandle of the site that is adjacent to Trails End Drive will be the utility corridor and is considered open space. This area will include an access road and water and sewer mains.
You keep referring to it as Mary's Café. It is also Stockman's Bar. There are rules regarding alcohol sales near schools. It seems that alcohol and marijuana should not be adjacent to a detox center.	The existing Tucson campus is located hear liquor and drug stores and this has not been an issue.
Why does the usage of horses on the property necessitate the zoning change to residential?	The northern portion of the site is currently located within Coconino County and is zoning CH-10,000, equivalent to the City zoning Highway Commercial (HC). HC does not allows for horses in this zone.
Have any of you spent a day at this property. Watching traffic, etc.?	SWI is a local civil engineering firm is a familiar with the traffic in this area. The project team has also performed multiple site visits and observed traffic.
Will you be putting in a right turn lane? What are the numbers of emergency vehicles that access your Tucson facilities? Will there be an additional bus stop or will they walk to the one by Maverick? If one is added, will it be on the facility property or right on 89?	Right-turn lanes to the site are currently shown on the concept plan. This will be confirmed with the traffic analysis that is currently being performed. Emergency vehicles do not normally travel to the campus. If they to come, they arrive few and far between without lights or sirens. There is an existing bus stop that is north of the site, closer than the Maverick bus stop location. Coordination has begun with NAIPTA to provide bus passes to staff.
Will local first responders (Police, Fire, Ambulance,) be able to drop off community residents who are in need and requesting detox services?	Yes, they will be allowed to drop off clients in need and will be assessed.
If you could please share the written numbers with all of us.	Yes, this will be set via email.
How big is this equestrian area? It looks pretty small compared to the rest of property. And the City doesn't allow horses that I know, so how are you going to make this equestrian? There is a limit to the number of horses per acre in the county, I am assuming that you will not exceed that number and you will	That is correct. The City has the limit on the number of horses per acre. The horses will be used for therapy purposes only and will not be ridden. It is anticipated that the campus will have 60-70% occupancy. This is hard to predict with the scarcity of treatment centers in the proposed property site.

maintain the corrals so that it will mitigate any issues for the neighboring café. What did you say the average number of residents are in your facility per month? That would be great information to have, please share the businesses in Tucson that you share property boundaries with.	The total beds proposed is 172 beds. Detox – 16 beds male, 16 beds female Residential – 40 beds male, 40 beds female Sober living - 30 beds male, 30 beds female Additional information regarding the Tucson campus can be found at this website: https://www.americasrehabcampuses.com/
The busses turn into Christmas Tree because there aren't any busses in the County. Any other bus stops are heading back into town.	Correct, the northbound busses turn left on Christmas Tree before the project site. People would walk northbound on Highway 89 to reach the campus.
2 horses per acre + 1 per property	The project will follow City regulations. City horse limitations are regulated by the police code. City code states that 40,000-80,000 square feet will allow up to four horses maximum.
Do you intend to communicate with nearby residents after you open?	Absolutely, an open house will be scheduled once the campus opens.
Are you an extension of Sacred Peaks? The blue lines that Stephen drew as "your clinic" across from the bus stop was Sacred Peaks at Trails End	No, this project is not an extension of Sacred Peaks.
Flagstaff has a really good recovery community. The concern is the location. Thank you. Would love to speak to the businesses in Tucson. The AA, NA, Al-anon Programs in this town are outstanding. I'm not saying this won't be a good addition to Flagstaff. As I said before, it's the location. I'm very familiar with the recovery programs. I think that the location to businesses and the highway traffic are a problem. That's why it would be great to speak to the Tucson businesses! Highway 89 is so dangerous.	The programs are great as far as outpatient programs to continue best practices during sobriety. Detox is one of the most challenging and severe recoveries.
Who do we contact if we have questions in the future?	Stephen Irwin sirwin@swiaz.com or (928) 773-0354 or Genevieve Pearthree gpearthree@flagstaffaz.gov or (928) 213-2603
Will you guarantee that more housing units and more persons will not be expanded in the future? There is a lot of purple area that has nothing on it. That could also be used for more units?	There are two pads located along Highway 89 available for future developments. The eastern and southern areas of the site are maximized for open space and detention. The site has been designed to maximize the density of the development.

After the zoning approval, will there be another meeting to approve the project? When will this be presented to city council?	Yes, you will be notified when the next public meeting will occur.
Meeting adjourned at 7:30pm.	

Job Description	Job Duties	Detox Ratio	Residential R	Oupatient Ratio
Therapist	complete and develop treatment plans, and provide therapy services (individual, group and family). Therapists are also responsible for discharge documentation	1:10	1:15	1:20
Residential Case Manager	completing the assessments, action plan, discharge planning and criteria, ART meetings, continuation of care that includes medications, legal issues, EBT funds, ect.	N/A	1:20	N/A
Detox Case Manager	assessments, treatment plans, discharge planning and *ART meetings, continuation of care	1:20	N/A	N/A
Behavioral Health Technician	provides basic nursing care, aids with activities of daily living, and assists in the maintenance of a safe and clean environment. Some of the duties include, intake	1:10	1:25	1:35
Recovery Supprt Specilaist	onducting IOP groups and documentation , assisting at equine, driving, store trips, regular BHT Duties.	N/A	1:20	1:25
Intensive Outpatient Coordinator	intakes, assessments, treatment plans, property, driving.	N/A	N/A	1:25
Nurses (Registered Nurse, Licensed Practical Nurse	provide safe and effective nursing care. Intakes, medications, cows, ciwas, discharge documentatio	1:10	1:20	N/A

*ART- Meeting with patient/Client's Health Home to plan for the besy wrap around servi ces while at the campus and after discharge from campus.

NEIGHBORHOOD MEETING CERTIFICATION

I, Michelle Shotter-Carrasco the authorized representative of Flagland LLC, do hereby attest that the neighborhood meeting for Project No. PZ-20-00164 was noticed and conducted in compliance with Section 10-20.30.060 of the City of Flagstaff Zoning Code, including 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 06/17/2021 and accepted by the City of Flagstaff on 06/17/2021.
- ☐ A list of property owners within 600 feet of the subject properties boundaries and all Home Owners Associations (HOAs) within 1,000 feet of the subject property were 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 06/14/2021 to all property owners within 600 feet of the subject properties boundaries, to all tenants residing on the subject property, to all Home Owners Associations (HOAs) within 600 feet of the subject property, and all persons or groups whose names are listed on the Registry of Persons and Groups.
- ☐ A total of 2 neighborhood meeting notification sign(s) were installed on 06/18/2021 at the following location(s):
    - South entrance to Property on N. Highway 89
    - North entrance to Property on N. Highway 89
- ☐ A written summary of the meetings, known as a Citizen Participation Report, was submitted to the City of Flagstaff on 07/12/2021.
- ☐ Copies of the Citizen Participation Report were sent via first class mail on 08/02/2021 to all person who recorded their names on the neighborhood meeting sign-in sheet.

Authorized Representative of the Applicant

Michelle Shotter-Carrasco

Signature:

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8934 fax

www.swiaz.com

Engineering an environment of excellence.

City of Flagstaff
Attention: Alaxandra Pucciarelli
211 West Aspen Avenue
Flagstaff, AZ 86001

July 9, 2021
SWI # 20136

Re: Flagstaff Rehab Campus – Annexation Rezone
Request to Waive Second Neighborhood Meeting

Dear Ms. Pucciarelli,

The purpose of this letter is to request a waiver from the requirement of a second neighborhood meeting for the Flagstaff Rehab Campus project with the annexation and rezone process. The subject parcel requested to be annexed is located on parcel APN 301-50-005G, which is currently located within Coconino County and zoned CH-10,000.

The first neighborhood meeting was held virutally on June 30, 2021 via Zoom. There were 13 people in attendance, not including the project team, who provided overall positive feedback for the project. As of July 6, 2021, we have received three phone call in response to the public outreach letter. The neighbors that have reached out directly to either us or Genevieve Pearthree only requested additional information, which has been provided via email. The virtual Zoom meeting included a question and answer session that lasted approximately 45 minutes where the project team addressed comments and questions. An email with the supporting meeting exhibits and documentation on staffing information will be sent to all participants per their request and to provide more information about the project. Due to the overall positive feedback and additional information that will be provided to the neighbors, we request to waive the requirement for the second neighborhood meeting.

Please let us know if you have any questions, comments, or need any additional information.

Sincerely,
Shephard-Wesnitzer, Inc.

Stephen Irwin, P.E.
Project Engineer

From:	Alaxandra Pucciarelli
To:	Cassandra Pham
Cc:	Genevieve Pearthree; Guillermo Cortes; Stephen Irwin
Subject:	RE: FRC - 2nd Neighborhood Meeting Waiver Request
Date:	Tuesday, July 13, 2021 2:41:03 PM
Attachments:	image001.png

Hi Cassandra-

Genevieve and I discussed this and agreed that the second neighborhood meeting may be waived. It is my understanding that there are neighbors who have requested additional information regarding staffing at the facility that you will be providing to them.

Thanks,

Alaxandra Pucciarelli
Current Planning Manager
Acting Planning Director
Community Development
211 W. Aspen Avenue
Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Cassandra Pham <CPham@swiaz.com>
Sent: Friday, July 9, 2021 9:06 AM
To: Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov>
Cc: Genevieve Pearthree <Genevieve.Pearthree@flagstaffaz.gov>; Guillermo Cortes <gcortes@swiaz.com>; Stephen Irwin <sirwin@swiaz.com>
Subject: FRC - 2nd Neighborhood Meeting Waiver Request

Alax,

I am emailing you to request a waiver from the requirement of a second neighborhood meeting for the annexation and rezoning of the Flagstaff Rehab Center project. Please see the attached letter. Let me know if you have any questions or concerns

Regards,
Cassandra N. Pham, EIT
Engineer-in-Training

Shephard Wesnitzer, Inc.
Engineering an environment of excellence

110 West Dale Avenue

Affidavit of Sign Posting

Case Number: PZ-20-00164-03 & PZ-20-00164-04

Project Name: Flagstaff Rehab Center

Applicant Name: Flagland LLC

Location: 7000 N. Highway 89

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: _____

SUBSCRIBED AND SWORN before me this 30th day of November, 2021 by:
Michelle Shetler-Carrasco

_____
Notary Public

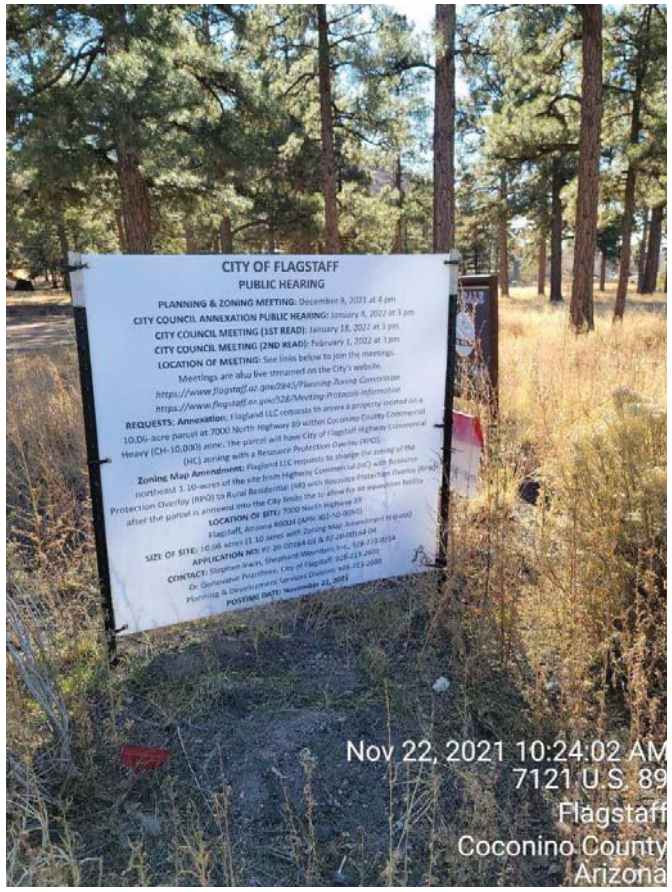
February 12, 2023
My Commission Expires:

DAVID JEFFERY ARMSTRONG II
Notary Public - Arizona
Pima County
Commission # 557705
My Comm. Expires Feb 12, 2023


Coconino County Parcel Viewer
Coconino County GIS Maps
APN, Address, Account, O
SIGN LOCATION #3
SIGN LOCATION #2
SIGN LOCATION #1
COCONINO
COUNTY ARIZONA
PARCEL INFORMATION
APN: 30150005G
Account #: R0015454
911 Address: 7000 N HIGHWAY 89 FLAGSTAFF, AZ 86004
Owner Name: GREER ROBERT H III
Owner Address: PO BOX 1913 SEDONA, AZ 86339
Link to Plat/Survey:
Zoom to



Nov 22, 2021 10:11:14 AM
7000 U.S. 89
Flagstaff
Coconino County
Arizona



Nov 22, 2021 10:24:02 AM
7121 U.S. 89
Flagstaff
Coconino County
Arizona


Nov 22, 2021 10:48:57 AM
7101 U.S. 89
Flagstaff
Coconino County
Arizona

Mailing List

Case Number: PZ-20-00164-03 & PZ-20-00164-04

Project Name: Flagstaff Rehab Center

Applicant Name: Flagland LLC

Location: 7000 N. Highway 89

I confirm that the public hearing notifications were mailed as detailed in Section 10-20.30.08 of the City of Flagstaff Zoning Code to the attached mailing list at least fifteen (15) days prior to the public hearing.

Applicant's/Representative's Signature:

SUBSCRIBED AND SWORN before me this 30 day of November, 2021 by: Gina Ramirez

Notary Public

June 30, 2025
My Commission Expires:

GINA RAMIREZ
Notary Public - Arizona
Pima County
Commission # 607371
My Comm. Expires Jun 30, 2025

APN	OWNER NAME	PARCEL ADDRESS	PARCEL CITY	PARCEL STATE	PARCEL ZIPCODE	
	COCONINO NATIONAL FOREST SUPERVISOR'S OFFICE	1824 S THOMPSON ST	FLAGSTAFF	AZ	86001	
	TRAILS END RETREAT HOA	4950 E TRAILS END DR	FLAGSTAFF	AZ	86004	
	CHRISTMAS TREE ESTATES HOA	3243 RIVER RUN #1	FLAGSTAFF	AZ	86004	
	MOUNTAIN SPRINGS TOWNHOMES HOA	3235 RIVER RUN #1	FLAGSTAFF	AZ	86004	
	SHEILA HARRIS	4965 E RETREAT CIR	FLAGSTAFF	AZ	86004	
11310004	BARBARA TOOMER	12200 DANIEL WAY	FLAGSTAFF	AZ	86004	
11310005	BISWANUP CHATTARAJ	4131 S BEVERLY CT	CHANDLER	AZ	85248	
11310006	JAY AND ANGELA ST LOUIS	1991 W MAPLEWOOD ST	CHANDLER	AZ	85286	
11310007	JOHN HUYSER	3945 E EARL DR	PHOENIX	AZ	85016	
11310008	JOHN AND PATI SADLE	6858 N 4TH AVE	PHOENIX	AZ	85013	
11310009	VILAS AND LALITHA PATIL	3002 S SUNSET DR	CHANDLER	AZ	85286	
11310010	MICHAEL SMITH	3031 W LAKERIDGE DR	GILBERT	AZ	85233	
11310011	GLENN AND LORRAINE SCHIFFEL	6549 CAMINO VENTUROSO	GOLETA	CA	93117	
11310012	KEVIN & VALERIA CHASE	5000 E RETREAT CIR	FLAGSTAFF	AZ	86004	
11310013	LANI KELLY & JASON KOENIGS	80 VANTIS DRIVE, UNIT 6004	ALISO VIEJO	CA	92656	
11310014	LISA THOMPSON	PO BOX 1504	FLAGSTAFF	AZ	86002	
11310015	BRENTLY KLONTZ	929 E SOLANA DR	TEMPE	AZ	85281	
11310018	KRIS AND STEVEN VALDEZ	8843 N CENTRAL AVE	PHOENIX	AZ	85020	
11310017	ABHIMANYU GHOSE	4176 S PURPLE SAGE DRIVE	CHANDLER	AZ	85248	
11310018	ROMAN WEBER	9675 W COMSTOCK CT	SUN CITY	AZ	85373	
11310019	GREGORY ROUSSEAU	8755 E MONTEROSA AVE	SCOTTSDALE	AZ	85251	
11310020	CARLOS AND KAREN MARTINOT	7320 N CENTRAL AVE	PHOENIX	AZ	85020	
11310021	WILLIAM DECKER & AMANDA MAESTAS	6085 N MOUNTAINEER RD	FLAGSTAFF	AZ	86004	
11310022	LARISA LEWIS	5081 E RETREAT CIR	FLAGSTAFF	AZ	86004	
11310023	RYAN GOLDSMITH	900 N GILA SPRINGS BLVD #124	CHANDLER	AZ	85226	
11310024	SAM AND IRENE SHILING	5081 E RETREAT CIR	FLAGSTAFF	AZ	86004	
11310025	JOSEPH TYE	3137 N KYLE LOOP	FLAGSTAFF	AZ	86004	
11310026	JOSEPH BARBEE	28312 S WASHINGTON ST	CHANDLER	AZ	85249	
11310027	DAVID AND KAY ORTEGA	31068 N 84TH WAY	CAVE CREEK	AZ	85331	
11310028	KYLE AND TRANG NGUYEN	2007 N OAK ST.	TUBA CITY	AZ	86045	
11310029	GREGG & AMY GOODELL	4549 E ROCK WREN RD	PHOENIX	AZ	85044	
11310030	ROY MESSNER	4971 E RETREAT CIRCLE	FLAGSTAFF	AZ	86004	
11310031	HARRIS-FULLERTON FAMILY LIVING TRUST DTD 07-25-12	13002 W SOLANO DR	LITCHFIELD PARK	AZ	85340	
11310032	OLBRUS JOHN G & KELLY E REVOCABLE TRUST DTD 02-17-93	PO BOX 608	MEDINA	WA	98039	
11310035	I & R ON THE ROCKS LLC	80 CHASEMOORE DR	LANGHORNE	PA	19053	
11310046	CURRENT HOMEOWNER	4950 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11310035, 11310036, & 11310037	TRAILSEND RETREAT LLC	2410 E ROUTE 66	FLAGSTAFF	AZ	86004	
11317010	HWY 89 CAR WASH LLC	2452 S CLIFFVIEW ST	FLAGSTAFF	AZ	86004	
11317012	ALLEN JONATHAN Y & JOHE	4999 N PRIMROSE CIR	FLAGSTAFF	AZ	86001	
11317014	NAVAJO HOPI HEALTH FOUNDATION INC	PO BOX 600	TUBA CITY	AZ	86045	
11351027	FLORES JOHN A	6580 N MOUNTAINEER RD	FLAGSTAFF	AZ	86004	
11351048	BONALLY RICHARD C JR & CECILIA M	4485 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11351049	SAUCEDO ALEJANDRA MARRUFO	4865 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11351052	BELLMORE CHRISTOPHER S	4845 E TRAILS END DR	FLAGSTAFF	AZ	86004	
30150014	STUMP RONALD E & CHRISTAL A CPWROS	7609 WHITEWOOD DR	FLAGSTAFF	AZ	86004	
30150015	DOBELL ERIN D	6580 N MOUNTAINEER RD	FLAGSTAFF	AZ	86004	
30150016	STANLEY GAYLORD L & JOY I REVOCABLE TRUST DTD 12-30-19	1117 E MARINA LN	FLAGSTAFF	AZ	86004	
30150017	STANLEY GAYLORD	PO BOX 2987	FLAGSTAFF	AZ	86003	
11310001H	WIRTH JOELLE A LIVING TRUST DTD 12-03-20	8275 N DODGE AVE	FLAGSTAFF	AZ	86004	
11310001L	FOREST RING LLC	PO BOX 47838	PHOENIX	AZ	85068	
11310001M, 11310001N	C & G HOLDINGS LLC	5400 E EMPIRE AVE	FLAGSTAFF	AZ	86004	
11310001R	FOREST RING LLC	PO BOX 47638	PHOENIX	AZ	85068	
11317007D	GOLDCOOTH JOHNNY	4910 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317007F	ADSON HERMAN BRYAN JR & MARCELLA RUTH	PO BOX 1785	TUBA CITY	AZ	86045	
11317007F	CASTRO LOUIS & RACHEL	4930 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317007G	GOODMAN DERECK & ELISABETH	4940 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317007H	HARDESTY KEVIN L	4900 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317007I	FRENETTE EDWARD F	4904 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317006B	LIVING CHRIST COMMUNITY CHURCH INC	6401 N HIGHWAY 89	FLAGSTAFF	AZ	86004	
11317013A, 11317013B	PAVLES INVESTMENTS LLC	2817 N GREGG DR	FLAGSTAFF	AZ	86001	
30150001H	KNB MOUNTAIN PROPERTIES LLC	7141 N HIGHWAY 89	FLAGSTAFF	AZ	86004	
30150004D	AT INVESTMENTS	7609 WHITEWOOD WAY	FLAGSTAFF	AZ	86004	
30150005B	HARTS GAS & FOOD LLC	3800-240 4TH ST SW	CALGARY	ALBERTA	T2P 4H4	CANADA
30150006G	GREER ROBERT H JR	PO BOX 1915	SEDONA	AZ	86339	
30150005H	XPRESS DIRT LLC	8120 DONEY PARK LN	FLAGSTAFF	AZ	86004	
30150013A, 30150013B	MANLEY MATTHEW SEAN	500 PANORAMA BLVD	SEDONA	AZ	86336	
30150012A	DOBELL ERIN D	6080 N MOUNTAINEER RD	FLAGSTAFF	AZ	86004	
30150018A	COFFEE BEANERY LLC	PO BOX 1506	FLAGSTAFF	AZ	86003	
	FRIENDS OF FLAGSTAFF'S FUTURE	P.O. BOX 23462	FLAGSTAFF	AZ	86002	
MICHELE A. JAMES	FRIENDS OF FLAGSTAFF'S FUTURE	P.O. BOX 23462	FLAGSTAFF	AZ	86002	
	NORTHERN ARIZONA BUILDING ASSOCIATION	1500 EAST CEDAR AVENUE, SUITE 36	FLAGSTAFF	AZ	86004	
JEFFREY HERD	NORTHERN ARIZONA ASSOCIATION OF REALTORS	1515 EAST CEDAR AVENUE, SUITE C-4	FLAGSTAFF	AZ	86004	
	TISH BOGAN-OSWALD	5271 MT. PLEASANT DRIVE	FLAGSTAFF	AZ	86004	
	MARILYN WESSMAN	1099 EAST APPLE WAY	FLAGSTAFF	AZ	86001	
MAURY HERMAN	COAST AND MOUNTAIN PROPERTIES	3 NORTH LEREEK STREET	FLAGSTAFF	AZ	86001	
	NAT WHITE	1120 NORTH ROCKRIDGE ROAD	FLAGSTAFF	AZ	86001	
	CHARLIE SILVER	720 WEST ASPEN AVENUE	FLAGSTAFF	AZ	86001	
	BETSY MCKELLAR	680 S ASH LANE	FLAGSTAFF	AZ	86004	
	DAVID CARPENTER	405 S RIVER RUN SUITE 100	FLAGSTAFF	AZ	86001	
DORENDA COLEMAN	ARIZONA ARMY NATIONAL GUARD, AZAA-FMO	5636 E MCDOWELL RD, M5200	PHOENIX	AZ	85008	
MARY BETH DREUSKE	US NAVY, INTERGOVERNMENTAL BRANCH	850 PACIFIC HIGHWAY, BUILDING 1 – 5TH FLOOR, SUITE 513	SAN DIEGO	CA	92101	
	CELIA BAROTZ	1054 N CREST STREET	FLAGSTAFF	AZ	86001	
	NORM WALKER	3716 N GRANDVIEW	FLAGSTAFF	AZ	86004	
JAY CHRISTELMAN	COCONINO COUNTY COMMUNITY DEVELOPMENT DIRECTOR	1500 N FORT VALLEY ROAD, BLDG 1	FLAGSTAFF	AZ	86001	
	TYLER DENHAM	300 W FOREST MEADOWS ST, APT 119	FLAGSTAFF	AZ	86001	
JESS MCNEELY	COCONINO COUNTY COMMUNITY DEVELOPMENT	2500 N FORT VALLEY ROAD, BLDG 1	FLAGSTAFF	AZ	86001	
STEVE PINCH	FLAGSTAFF LODGING, RESTAURANT & TOURISM ASSOCIATION	PO BOX 30622	FLAGSTAFF	AZ	86003	
	ADRIAN SEABELUND	819 WEST GRAND CANYON AVENUE	FLAGSTAFF	AZ	86001	
	RACHEL BASS	1083 W EASTERDAY LANE	FLAGSTAFF	AZ	86001	
GENEVIEVE PEARTHREE	CITY OF FLAGSTAFF COMMUNITY DEVELOPMENT DIVISION	211 WEST ASPEN AVENUE	FLAGSTAFF	AZ	86001	
MATT RYAN	COCONINO COUNTY CHAIRMAN OF THE BOARD OF SUPERVISORS	219 EAST CHERRY AVENUE	FLAGSTAFF	AZ	86001	
ARMANDO RUIZ	COCONINO COUNTY ASSESSOR	110 EAST CHERRY AVENUE	FLAGSTAFF	AZ	86001	
PATTY HANSEN	COCONINO COUNTY RECORDER	110 EAST CHERRY AVENUE	FLAGSTAFF	AZ	86001	

Affidavit of Notifications to Affected Property Owners

Case Number: PZ-20-00164-03 & PZ-20-00164-04

Project Name: Flagstaff Rehab Center

Applicant Name: Flagland LLC

Location: 7000 N. Highway 89

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: _____

SUBSCRIBED AND SWORN before me this 30 day of November, 2021 by: Gina Ramirez

_____
Notary Public

GINA RAMIREZ
Notary Public - Arizona
Pima County
Commission # 607371
My Comm. Expires Jun 30, 2025

My Commission Expires:

June 30, 2025

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8934 fax

www.swiaz.com

Engineering an environment of excellence.

November 16, 2021

Dear Neighbor,

Flagland LLC would like to invite you to the public hearings to consider the annexation and Zoning Map Amendment applications (COF PZ-20-00164-03 & PZ-20-00164-04) for a parcel of land that is currently located within Coconino County. The subject parcel is located at 7000 N. Highway 89. The Planning & Zoning meeting is scheduled on **Wednesday, December 8, 2021 at 4 pm**. The City Council Annexation Public Hearing will be on **Tuesday, January 4, 2022 at 3pm.** The City Council Meeting (1st read) will be on **Tuesday, January 18, 2022 at 3pm** and the 2nd read will be on **Tuesday, February 1, 2022 at 3pm**.

The Planning & Zoning Commission serves as an advisory board to the City Council on matters relating to the growth and physical development of the City. The Planning & Zoning Commission will conduct a public hearing for the Applications and may forward a recommendation on for the City Council's consideration. Upon receipt of a recommendation from the Planning & Zoning Commission, the City Council will conduct a public hearing and take action on the Applications. Any interested person or authorized agent may appear and be heard.

Planning and Zoning meetings are currently being held virtually. For instruction on the how to attend the virtual meetings visit the following link: https://www.flagstaff.az.gov/2845/Planning-Zoning-Commission. 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

The annexation application is specifically for APN 301-50-005G (±10.06 acres). Flagland LLC has the intention of building a Rehabilitation Substance Treatment Campus on the subject property, which is currently an allowed use within Coconino County Commercial Heavy (CH-10,000) zone. Flagland LLC requests to annex this County parcel into the City limits and designate this Campus to have the comparable City zoning district of Highway Commercial (HC) with a Resource Protection Overlay (RPO), which also allows this use.

The Concept Zoning Map Amendment application is only for the northeast corner of APN 301-50-005G (±1.10 acres). Flagland LLC has the intention of building an equestrian barn and arena in this corner of the site that will be utilized as part of the patient therapy program. The request is to change the zoning from Highway

Commercial (HC) with a Resource Protection Overlay (RPO) to Rural Residential (RR) with a Resource Protection Overlay (RPO) after the parcel is annexed into the City limits.

The plan sheets submitted in association with the Concept Plan and attached herein reflect the limits of the overall project. The parcel to be annexed is a part of an overall project that is called Flagstaff Rehab Campus and will consist of four proposed parcels. One parcel will be used for the Rehabilitation Substance Treatment Campus, one parcel will be used for the sober living units, and the two remaining parcels will be used for future development. Access to the site will be provided by two new full access driveways on N. Highway 89. Please contact Genevieve Pearthree, the City Planner assigned to this case, with questions about the City review and public hearing process. She can also provide copies of the application and development file.

We hope to see you there. If you are unable to attend, please provide comments in the space below. Written comments may be submitted to CDPandZCommission@flagstaffaz.gov or Genevieve.pearthree@flagstaffaz.gov.

Sincerely,
Shephard – Wesnitzer, Inc.

Stephen C Irwin

Stephen C. Irwin, P.E.
Project Engineer

Please see below for the developer's representative contact information:

Mr. Stephen Irwin
Shephard-Wesnitzer, Inc.
110 West Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354
sirwin@swiaz.com

Please see below for the City of Flagstaff representative contact information:

Ms. Genevieve Pearthree
Senior Planner
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2603
Genevieve.pearthree@flagstaffaz.gov

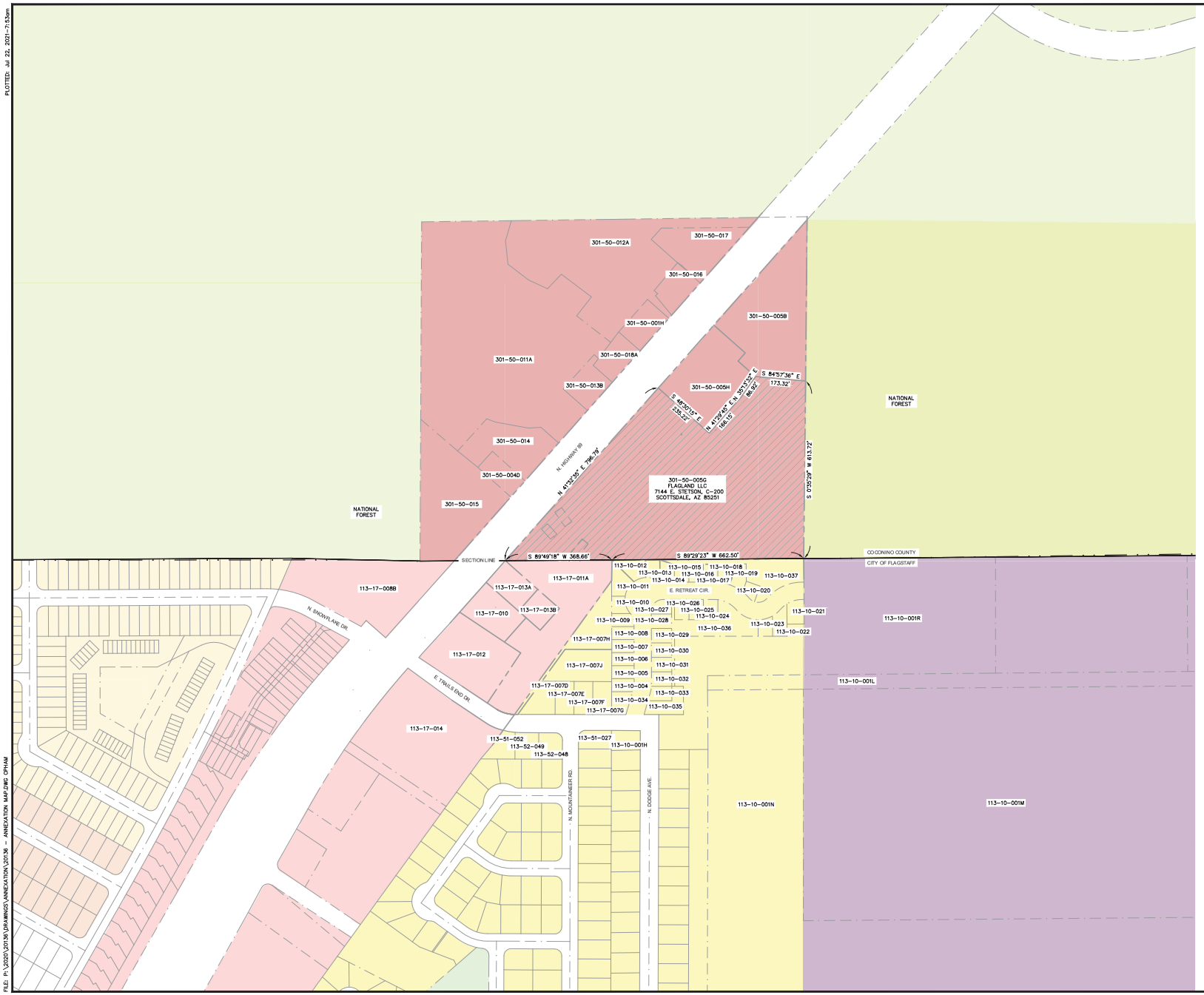
COMMENTS REGARDING THIS DEVELOPMENT

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, Arizona 86001

928.773.0354 ph
928.774.8934 fx

info@swiaz.com
www.swiaz.com



FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

ANNEXATION MAP

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

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

REVISIONS

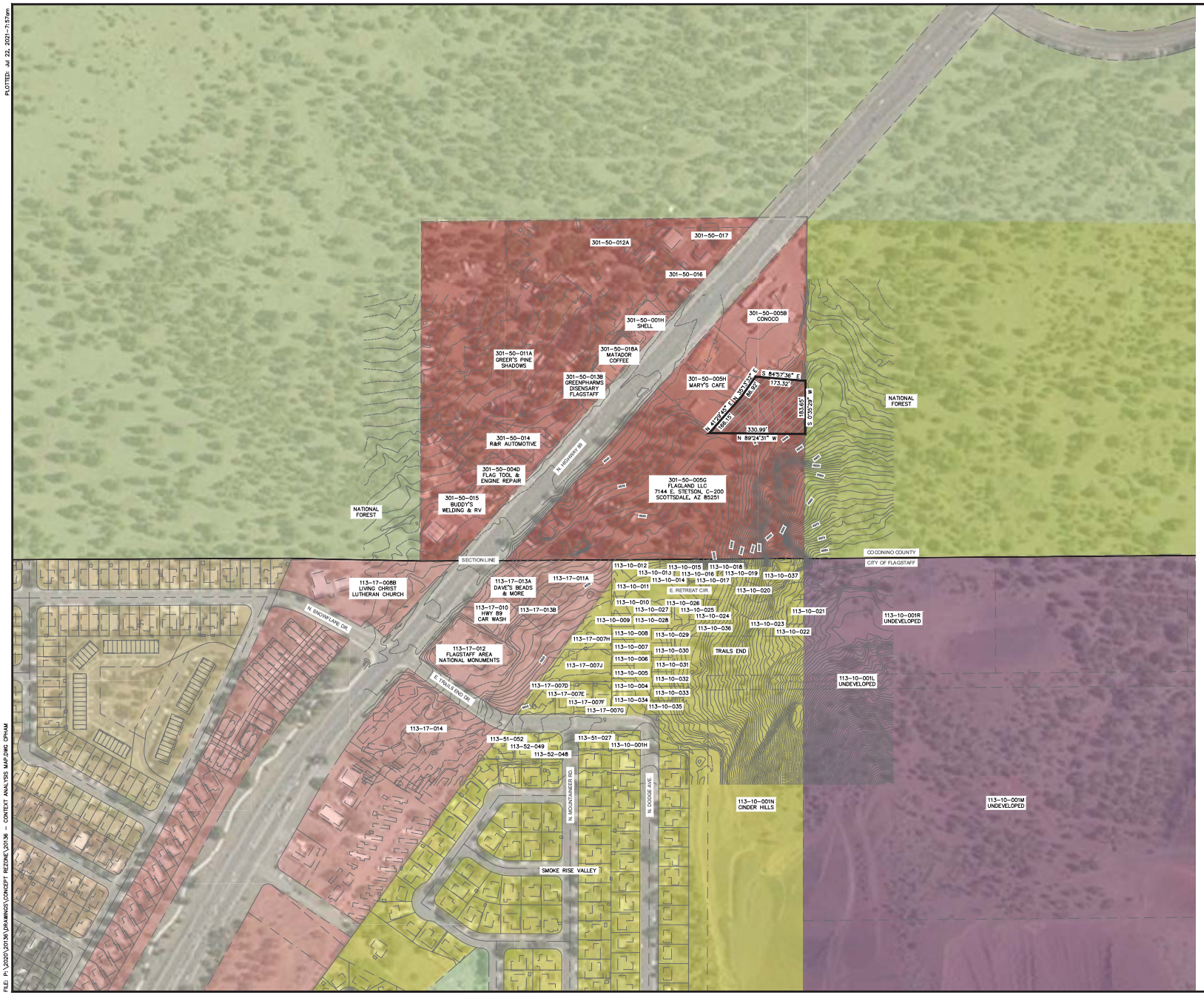
NO.	DESCRIPTION	DATE	BY

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

DRAWING NO.
AM01

SHT NO. 1 OF 1

PLOTTED: Jul 22, 2021-7:43am
FILE: P:\2020\20136\DRAWINGS\ANNEXATION\20136 - ANNEXATION MAP.DWG CPHAM



LEGEND

PROPERTY TO BE REZONED

EXISTING PROPERTY LINE

CITY LIMITS

CITY OF FLAGSTAFF ZONING

R1	SINGLE-FAMILY RESIDENTIAL
MR	MEDIUM DENSITY RESIDENTIAL
MH	MANUFACTURED HOUSING
HC	HIGHWAY COMMERCIAL
HI	HEAVY INDUSTRIAL
PF	PUBLIC FACILITY
"CITY"	CITY OF FLAGSTAFF

COCONINO COUNTY ZONING

AR-5	AGRICULTURAL RESIDENTIAL (5 AC)
AR-2 1/2	AGRICULTURAL RESIDENTIAL (2.5 AC)
CH-10,000	COMMERCIAL HEAVY
"COUNTY"	COCONINO COUNTY

SCALE 1" = 150'
0 75 150

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF ARIZONA

CONTEXT ANALYSIS MAP

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWING: CNP
DESIGN: CNP
CHECKED: SCI

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

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

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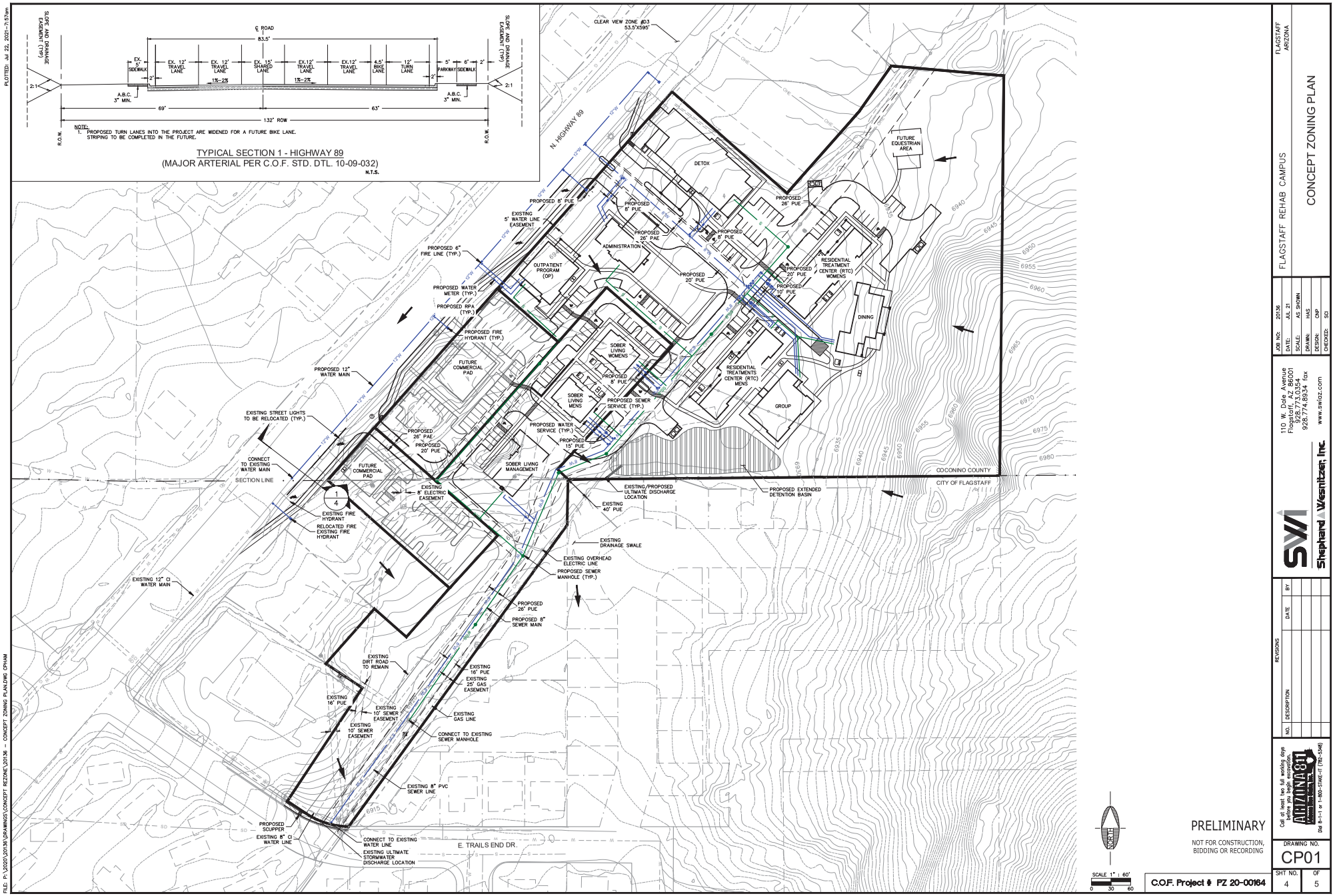
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CM01

SHT NO. 2 OF 5

PLOTTED: Jul 22, 2021 - 7:57am
FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONTEXT ANALYSIS MAP.DWG CPHAM



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" : 60'
0 30 60

C.O.F. Project # FZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONCEPT ZONING PLAN

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SO

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

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

DRAWING NO.
CP01

SHT NO. 4 OF 5

PLOTTED: Jul 22, 2021 - 7:57am

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12. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Genevieve Pearthree, Senior Planner
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration, and Adoption of Ordinance No. 2022-02: An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 1.09 acres of real property generally located at 7000 North Highway 89, a portion of APN 301-50-005G, from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Rural Residential (RR) with a Resource Protection Overlay (RPO) with conditions, providing for severability, authority for clerical corrections, and establishing an effective date. ***(Flagstaff Rehab Campus Concept Zoning Map Amendment: Project Number PZ-20-00164-04).***

STAFF RECOMMENDED ACTION:

Staff recommends the City Council approve a request for a continuance until May 17, 2022; or

Council may:
1) Read Ordinance No. 2022-02 by title only for the final time
2) City Clerk reads Ordinance no. 2022-02 by title only (if approved above)
3) Adopt Ordinance No. 2022-02

Executive Summary:

Concept Zoning Map Amendment, by Flagland LLC, of approximately 1.09 acres located at 7000 North Highway 89 from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Rural Residential (RR) with a Resource Protection Overlay (RPO). The Planning & Zoning Commission held a public hearing on this request on December 8, 2021. In a 5-0 vote the Commission recommends that the City Council approve this request subject to the conditions 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

1. Safe & Healthy Community:
    - Foster a safe, secure, and healthy community
2. Sustainable, Innovative Infrastructure
    - Support the community's social infrastructure needs; assist those partner organizations that provide services the City does not
3. Robust Resilient Economy
    - Grow and strengthen a more robust, diverse, and resilient economy
4. Livable Community
    - Create a welcoming community through partnerships, resilient neighborhoods, and civic engagement
    - Provide amenities and activities that support a healthy lifestyle

Regional Plan

- A complete analysis of the Regional Plan goals and policies can be found in the attached project narrative and Planning & Zoning Commission staff report dated November 23, 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:

On January 4, 2022, January 18, 2022, and February 1, 2022, the City Council held public hearings to consider and adopt Ordinance No. 2022-01 to annex 10.05 acres of land, located at 7000 North Highway 89 and further described as Coconino County Assessor's Parcel Number 301-50-005G, into the corporate limits of the City of Flagstaff, and establish city zoning for said land as Highway Commercial (HC) with a Resource Protection Overlay (RPO). The Planning & Zoning Commission in a public hearing on December 8, 2021 recommended 5-0 to forward the Concept Zoning Map Amendment request to the City Council with a recommendation of approval with conditions. The 1.09-acre section of parcel 301-50-005G that is the subject of this rezoning request is part of the larger 10.05-acre parcel subject to the concurrent annexation request.

Options and Alternatives:

1) Approve the Concept Zoning Map Amendment with the conditions as presented by Staff and as recommended by the Planning and Zoning Commission.
2) Approve the Concept Zoning Map Amendment with additional conditions, deleted conditions, or modified conditions.
3) Deny the Concept Zoning Map Amendment for non-compliance with the Regional Plan, the Zoning Code, and/or Arizona Revised Statutes.

The Planning and Zoning Commission voted 5-0 to forward the Concept Zoning Map Amendment request with a recommendation of approval with the following conditions:

1. The subject property shall be developed in substantial conformance with the Concept Plan, Natural Resource Protection Plan, and project narrative including but not limited to the proposed density, intensity, and general layout of the site, deemed “Complete with Conditions” by the Inter-Division Staff (IDS) on March 16, 2021.
2. The proposed Equestrian Recreational Facility will be an accessory use to the primary Custodial Care Use, shown in the Concept Plan as a mental behavioral health and substance abuse treatment campus.
3. The proposed development shall obtain a Conditional Use Permit for the Equestrian Recreational

Facility, as required by the Zoning Code, as a condition of Site Plan approval.
4. The proposed development shall meet all requirements for the keeping of horses as stated in City Code Section 6-03: Animal Keeping.
5. The proposed development shall meet all other requirements of the Zoning Code and other City codes, ordinances, and regulations.
6. In the event the property is rezoned, and the developer fails to obtain final Civil Plan approval within two 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 (HC) with a Resource Protection Overlay (RPO) in accordance with A.R.S. § 9-462.01

Background/History:

The applicant, Flagland LLC, requests a Concept Zoning Map Amendment to rezone an approximately 1.09-acre section of a larger 10.05-acre parcel from Highway Commercial (HC) zoning to the Rural Residential (RR) zoning. This parcel is subject to a concurrent Annexation request (PZ-20-00164-03). Flagland LLC proposes to develop a mental behavioral health and substance abuse treatment campus and set aside two areas for future commercial development (conceptually shown as restaurant/café uses).

The purpose of the Concept Zoning Map Amendment is to allow the development of an equine therapy facility, which will be an accessory use to the larger campus and will be located on the northeastern portion of the site. Large livestock are not currently allowed in the HC zone per City Code Section 6-03-001-0003: Keeping of Livestock, but they are allowed in the RR zone, subject to specific rules and restrictions. Further, RR zoning permits an Equestrian Recreational Facility use with a Conditional Use Permit (CUP), subject to approval by the Planning and Zoning Commission. The facility will consist of an 1,800 square foot stable with a 700 square foot patio, and associated pasture/paddock area.

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 the 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.

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 November 23, 2021.

Community Involvement:

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for a Concept Zoning Map Amendment. In accordance with City Code, a notice of the public hearing 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 600 feet of the site (exceeding the 300-foot minimum notification area), 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 December 8, 2021. The Commission recommended approval of the Concept Zoning Map Amendment by a unanimous vote (5-members present). No public comments were received.

The applicant held a virtual neighborhood meeting on June 30, 2021 via Zoom as part of the Neighborhood Meeting public notification process required for Concept Zoning Map Amendments. During the meeting the applicant provided background information about the project and answered questions posed by meeting attendees through the meeting chat or verbally. The applicant created a Record of Proceedings, which was provided to meeting attendees via hard copy mail and email in accordance with city code (and is included as part of the Public Participation Plan). Staff was subsequently contacted by three community members who requested additional information about the development.

Attachments:

City Council Presentation
Ord. 2022-02
Exhibit A - Legal Description
Legal Ad
Vicinity Map
Zoning Vicinity Map
Concept Plan, Concept Plat, & Concept Zoning Map Amendment
Concept Building Materials, Elevations, Floor Plans, Civic Space
Project Narrative and Regional Plan Analysis
Public Participation Plan
NRPP for RR section
P&Z Staff Report



Flagstaff Rehab Campus Concept Zoning Map Amendment Request

Ordinance No. 2022-02

City Council | January 18, 2022

Genevieve Pearthree | Senior Planner

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Rezoning Request Overview

- **Request:** Rezone approximately 1.09 acres of larger 10.05-acre parcel at 7000 North Highway 89
- **Requested Zoning**: Rural Residential (RR) with a Resource Protection Overlay (RPO)
- **Previous Zoning:** Highway Commercial (HC) with a RPO
  - 10.05-acre parcel must first be annexed into the City of Flagstaff corporate limits and be designated with Highway Commercial (HC) zoning and a RPO (Ordinance 2022-01)
- **Purpose:** Allow an equine (horse) therapy facility
  - RR zone allows Equestrian Recreational Facility with a Conditional Use Permit (future submittal)
  - Police Code (Animal Regulations) allow large livestock (including horses) in RR zone
  - Accessory use to the primary use: 174-bed mental behavioral health and substance abuse treatment campus

Project Location

7000 N. Highway 89

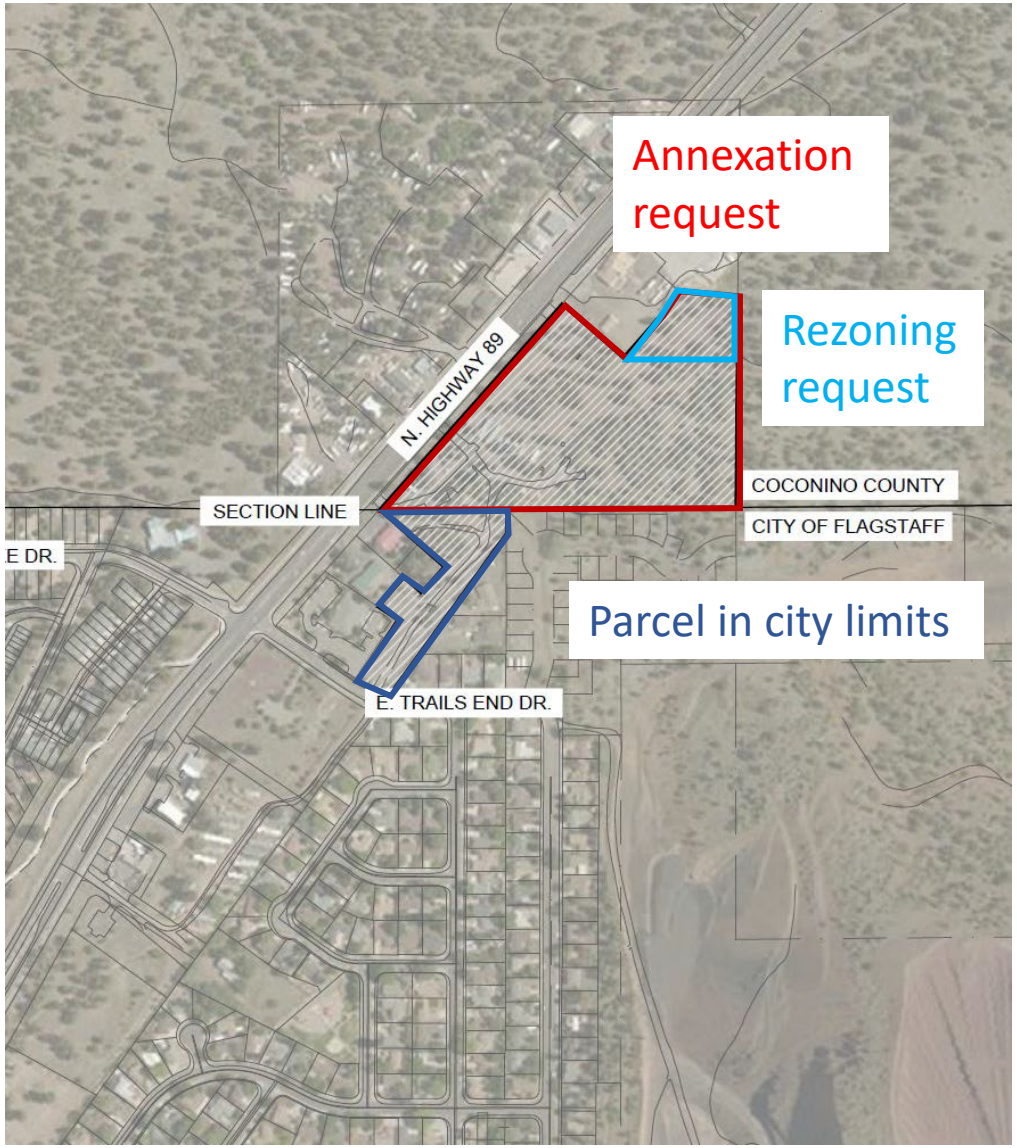


Types of Zoning Map Amendments

- 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)
  - Staff has not reviewed building heights, landscape plans, outdoor lighting plans, signage or architectural design standards

Development Overview

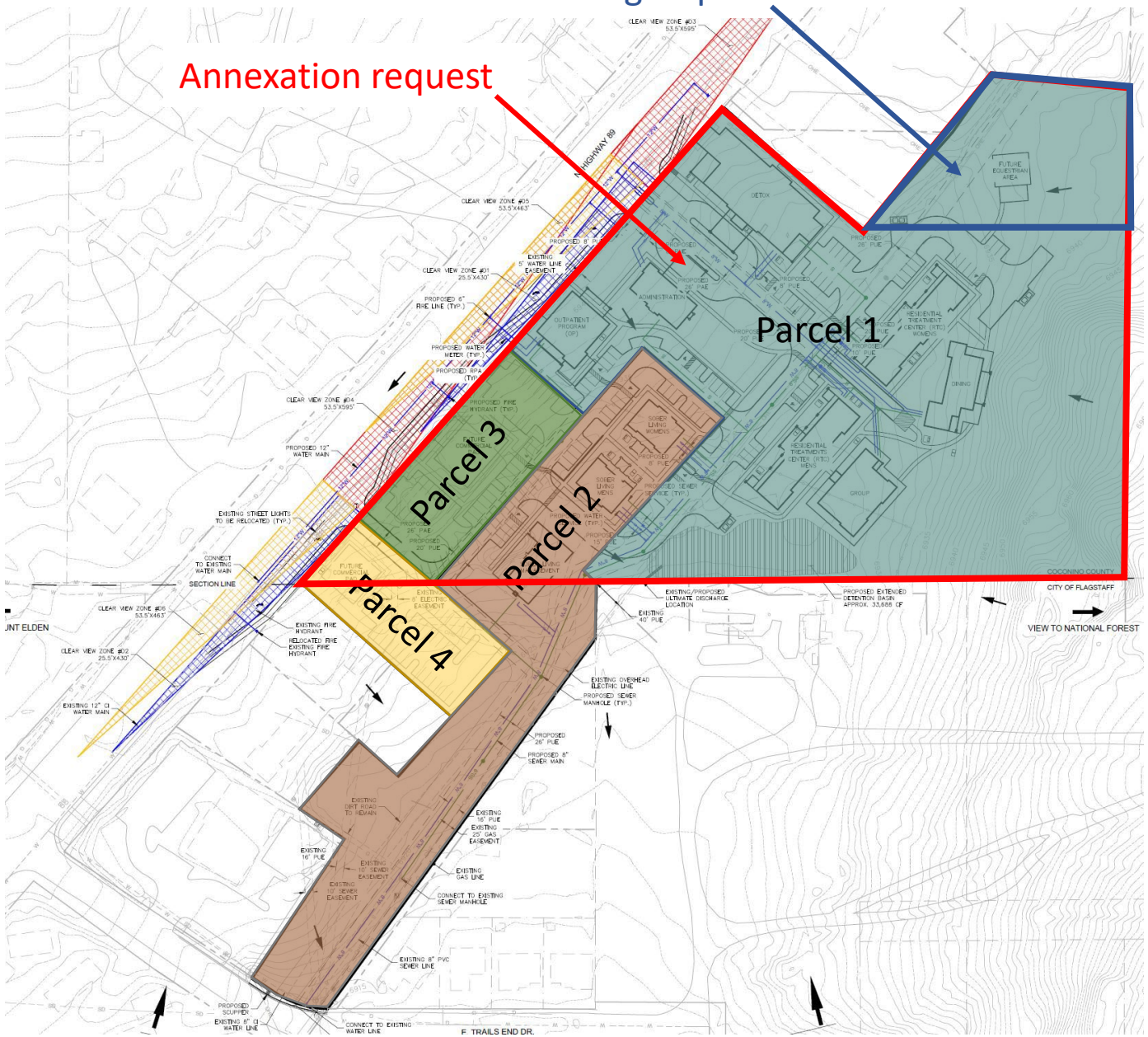
- Site is 12.20 acres total
  - Developer will combine 10.05-acre parcel with 2.15-acre vacant parcel to the south (in city limits)
  - Developer will subdivide site into 4 parcels
- 174-bed mental behavioral health and substance abuse treatment campus
  - Parcel 1: Detox & Residential Treatment Center (includes equine therapy facility—focus of rezoning request)
  - Parcel 2: Sober Living Facility
- Parcels 3 & 4: 2 Commercial pads (future development)



Concept Plat

"Complete with Conditions" by IDS staff on May 19, 2021

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

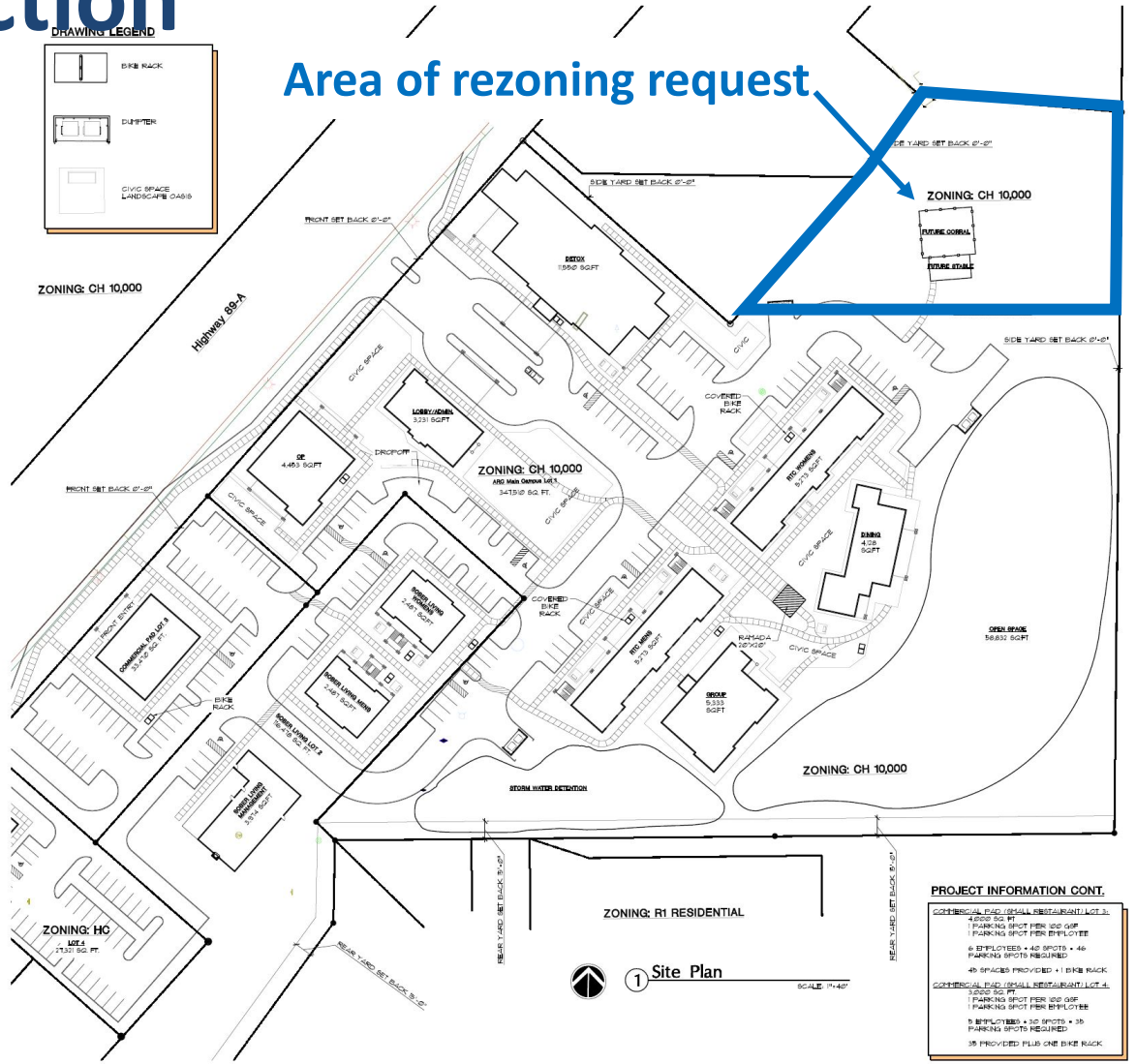


Concept Plan

Rural Residential (RR) Zone Section

- Allows Equestrian Recreational Facility with Conditional Use Permit (future submittal) granted by P&Z
- Proposed 1,800 sq. ft. stable, 700 sq. ft. patio, pasture/paddock area

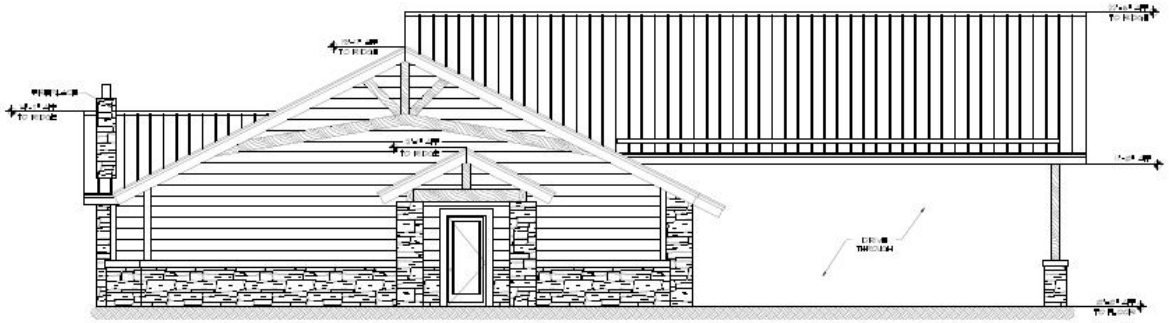
- *"Complete with Conditions" by IDS staff on March 16, 2021 (informal approval)*
- *Site Plan review (future submittal) will provide formal approval*



Proposed Building Elevations & Materials

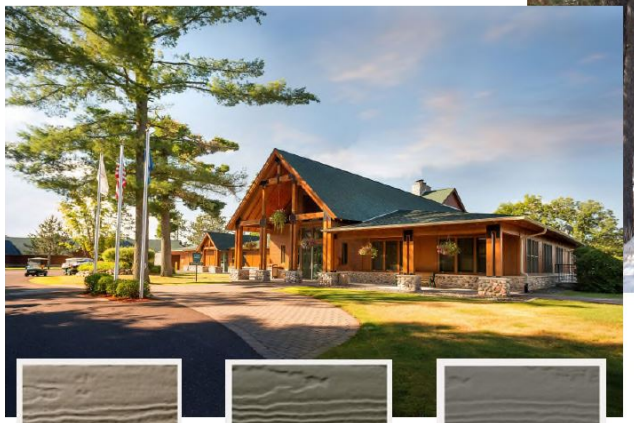


1 SOUTH ELEVATION



2 WEST ELEVATION

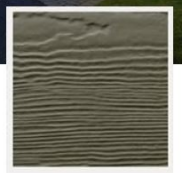
Flagstaff Location



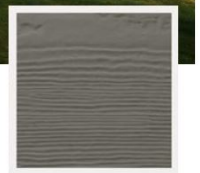




Khaki Brown ›



Timber Bark ›



Aged Pewter ›



Ledgestone Series

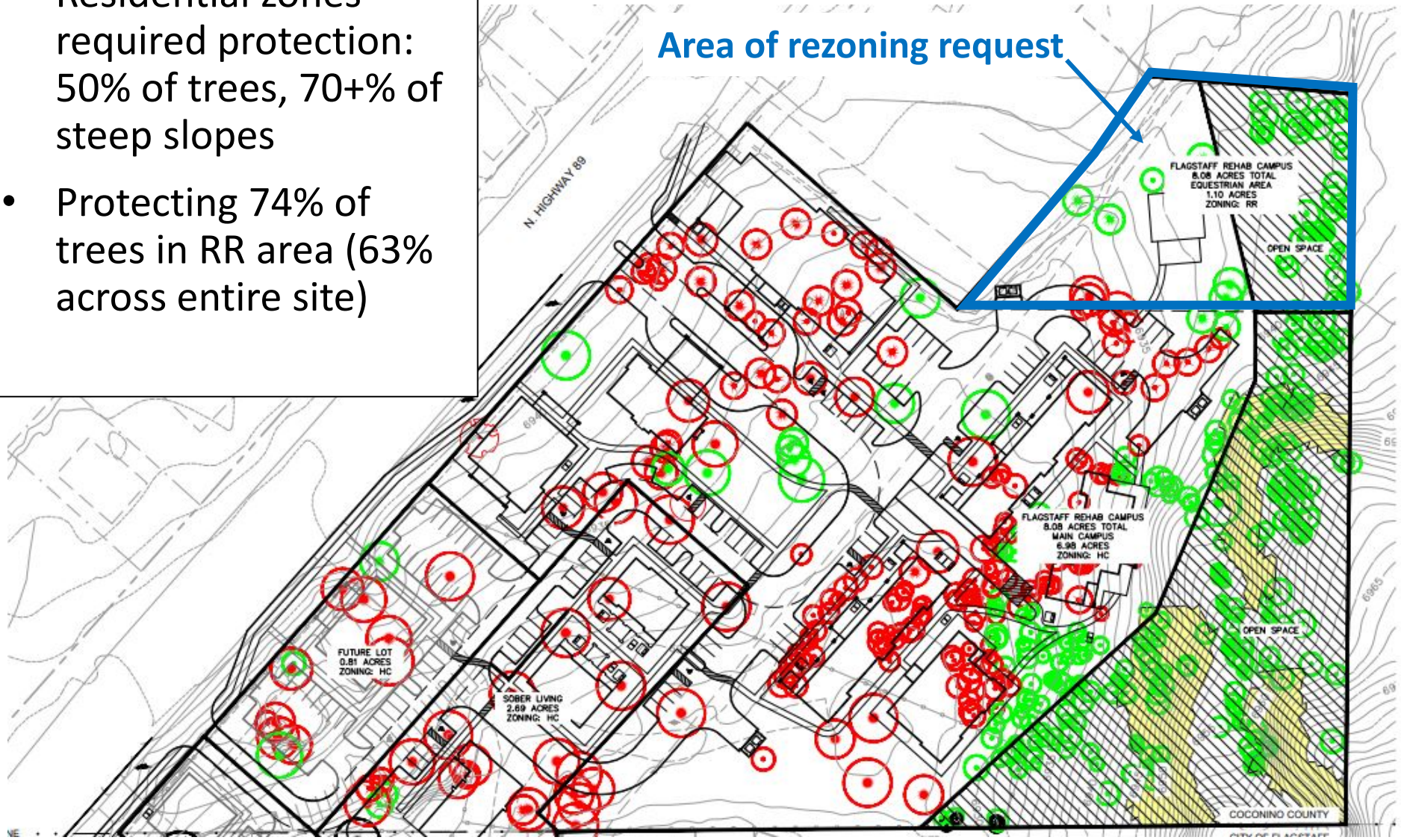


Stone Combinations

For reference only. Development layout, building elevations, etc., will be formally approved with Site Plan (future submittal)

Concept Natural Resource Protection Plan

- Residential zones required protection: 50% of trees, 70+% of steep slopes
- Protecting 74% of trees in RR area (63% across entire site)



PRESERVED TREES

DISTURBED TREES

EXISTING SLOPE 17–24.99%

DISTURBED SLOPE 17–24.99%

NOTES:

1. PROPOSED SIDEWALKS WILL MEANDER AROUND EXISTING TREES WHERE POSSIBLE.
2. EXISTING SLOPES ON THE SITE DO NOT EXCEED 24.99%.
3. EXISTING, LARGE, MATURE PONDEROSA PINE TREES WILL BE SAVED WHERE POSSIBLE.
4. PROJECT HAS AREAS THAT ARE OVER 24.99% SLOPE, BUT DOES NOT MEET THE CRITERIA PER CITY OF FLAGSTAFF SECTION 10-50.90.050 OF 100 FEET IN HORIZONTAL DISTANCE OR 10 FEET IN VERTICAL DISTANCE.

STEEP SLOPE RESOURCES	
	COMMERCIAL
REQUIRED PRESERVATION RATE FOR 17-24.99%	60% OF SLOPE AREA
SLOPE AREA (SF) FOR 17-24.99%	25,307
REQUIRED PRESERVATION (SF)	17,715
PRESERVED SLOPE (SF)	25,307
ACTUAL PRESERVATION RATE	100.0%
EXCESS SLOPE FOR 17-24.99% (SF)	7,592
CONVERSION OF EXCESS SLOPE TO EVERY 50 SF	152
TOTAL EXCESS SLOPE PRESERVED SLOPE AREA POINTS	**152**

OPEN SPACE ANALYSIS	
HIGHWAY COMMERCIAL DEVELOPMENT	
TOTAL GROSS SITE AREA (SF)	303,841
15% OF GROSS SITE AREA, NO LESS THAN 400 SF (SF)	45,576
REQUIRED OPEN SPACE (SF)	45,576
PROVIDED OPEN SPACE (SF)	74,832
RURAL RESIDENTIAL DEVELOPMENT	
TOTAL GROSS SITE AREA (SF)	47,697
15% OF GROSS SITE AREA, NO LESS THAN 400 SF (SF)	7,155
REQUIRED OPEN SPACE (SF)	7,155
PROVIDED OPEN SPACE (SF)	19,630
1. Open space is active and passive recreation areas, landscape areas, and community gardens according to the Flagstaff Zoning Code 10-50.110. 2. Open space provided in Parcel No. 1 includes the required open space for the entire project site.	

Public Systems Analysis

Same as analysis for concurrent Annexation request

- Traffic improvements:
  - 2 new driveways and right turn lanes off Highway 89
  - New sidewalk, parkway, curb, gutter along Highway 89
- Water/Sewer improvements:
  - Required to build all on-site infrastructure
  - Extend existing 12-inch water main along Highway 89
  - Extend 8-inch sewer line across entire property
- Stormwater improvements:
  - Build new LID basin to capture and meter out stormwater

Citizen Participation

- Neighborhood meeting: June 30, 2021
  - Public Participation Report attached
- Planning and Zoning Commission: December 8, 2021
  - Voted 5-0 for recommendation of approval with conditions
- City Council Public Hearing: January 4, 2022
- City Council Ordinance 1st Read: January 18, 2022
- City Council Ordinance 2nd Read: February 1, 2022

Zoning Map Amendment Findings

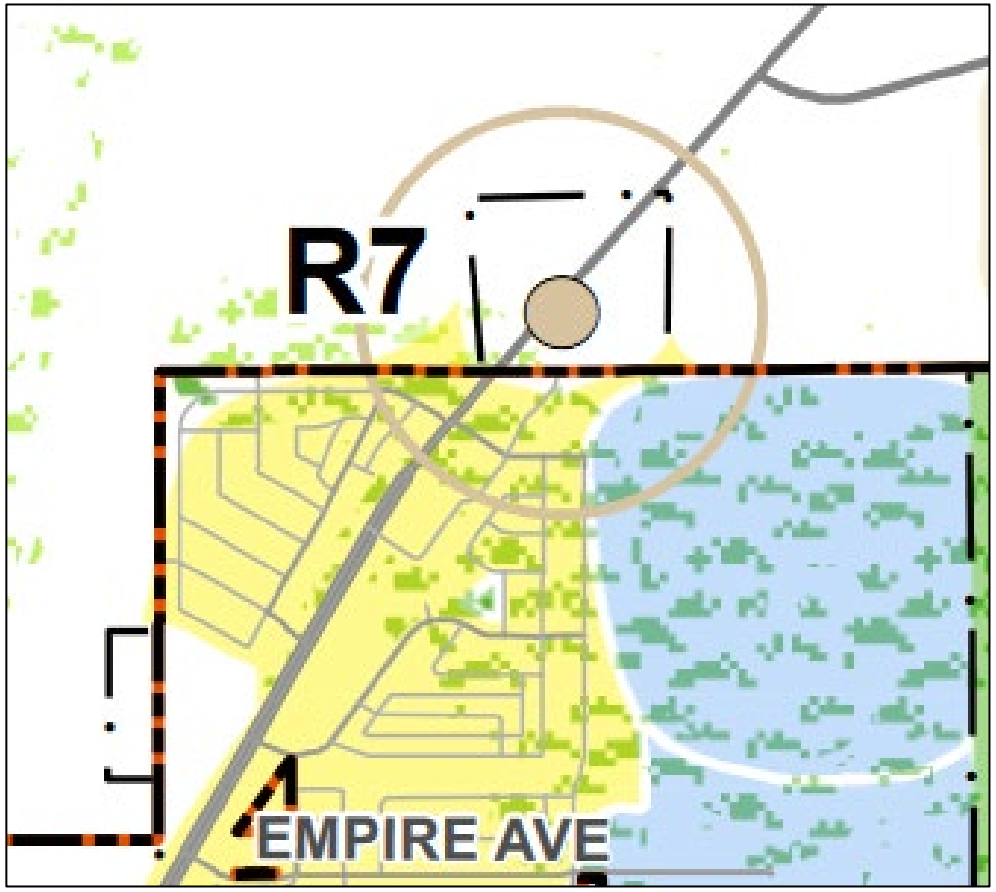
Finding #1

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

- The overall building type and land use proposal meet the intent of the Future Growth Illustration for this area (Area in White; Future Rural Activity Center)
- In Urban Growth Boundary
- Applicant narrative outlines conformance with Regional Plan (staff did not identify any conflicting goals/policies)



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

- Development will provide a substance abuse treatment campus for Flagstaff and surrounding communities,
- Intent to construct a visually appealing project for people entering the City limits
- Equine therapy program aims to positively contribute to patients' cognitive, physical, emotional, and social well-being, achieve goals set forth by the clinical team, and promote the development of life skills to achieve patients' educational, professional, and personal goals

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 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 analyses for the site

Staff Recommendation

Staff believes the proposed Concept Zoning Map Amendment is in substantial conformance with the required findings

Staff and the Planning & Zoning Commission **recommend the City Council approve an amendment to the Zoning Map** for 1.09 acres from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Rural Residential (RR) zone with a Resource Protection Overlay (RPO), **subject to the following conditions:**

1. The subject property shall be developed in substantial conformance with the Concept Plan, Natural Resource Protection Plan, and project narrative including but not limited to the proposed density, intensity, and general layout of the site, given a "Complete with Conditions" by the Inter-Division Staff (IDS) on March 16, 2021
2. The proposed Equestrian Recreational Facility will be an accessory use to the primary Custodial Care Use, shown in the Concept Plan as a 174-bed mental behavioral health and substance abuse treatment campus

Staff Recommendation

3. The proposed development shall obtain a Conditional Use Permit for the Equestrian Recreational Facility, as required by the Zoning Code, as a condition of Site Plan approval
4. The proposed development shall meet all requirements in City Code section 6-03: Animal Keeping for the keeping of horses
5. The proposed development shall meet all other requirements of the Zoning Code and other City codes, ordinances, and regulations
6. In the event the property is rezoned, and the developer fails to obtain final Civil Plan approval within two 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 (HC) with a Resource Protection Overlay (RPO) in accordance with A.R.S. § 9-462.01



Questions or Comments?

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882 ·

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

ORDINANCE NO. 2022-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 1.09 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 7000 NORTH HIGHWAY 89, A PORTION OF APN 301-50-005G FROM THE HIGHWAY COMMERCIAL (HC) ZONE WITH A RESOURCE PROTECTION OVERLAY (RPO) TO THE RURAL RESIDENTIAL (RR) ZONE WITH A RESOURCE PROTECTION OVERLAY (RPO) WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Flagland, LLC ("the Applicant"), has applied for a Concept Zoning Map Amendment to rezone approximately 1.09 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) zone with a Resource Protection Overlay (RPO) to the Rural Residential (RR) zone with a Resource Protection Overlay (RPO) for purposes of developing an equestrian recreational facility with a maximum of four horses; and

WHEREAS, the Applicant conducted a neighborhood meeting on June 30, 2021 to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Concept Zoning Map Amendment application, following proper notice and a hearing on December 8, 2021, and has recommended approval of the requested Zoning Map Amendment application, subject to the Applicant's compliance with certain conditions 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, Planning and Zoning Commission has recommended approval of the Concept Zoning Map Amendment application, subject to the conditions, and the Council has considered each of the conditions and has found each condition to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff reports prepared by the current Planning Division staff and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant and its representatives or agents during the presentation to Council, and the Council finds that the proposed 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 design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from Highway Commercial (HC) with a Resource Protection Overlay (RPO) to Rural Residential (RR) with a Resource Protection Overlay (RPO) 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 conditions:

CONDITIONS:

1. The subject property shall be developed in substantial conformance with the Concept Plan, Natural Resource Protection Plan, and project narrative including but not limited to the proposed density, intensity, and general layout of the site, deemed "Complete with Conditions" by the Inter-Division Staff (IDS) on March 16, 2021.
2. The proposed Equestrian Recreational Facility will be an accessory use to the primary Custodial Care Use, shown in the Concept Plan as a mental behavioral health and substance abuse treatment campus.
3. The proposed development shall obtain a Conditional Use Permit for the Equestrian Recreational Facility, as required by the Zoning Code, as a condition of Site Plan approval.
4. The proposed development shall meet all requirements for the keeping of horses as stated in City Code Section 6-03: Animal Keeping.
5. The proposed development shall meet all other requirements of the Zoning Code and other City codes, ordinances, and regulations.
6. In the event the property is rezoned, and the developer fails to obtain final Civil Plan approval within two 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 (HC) with a Resource Protection Overlay (RPO) in accordance with A.R.S. § 9-462.01.

SECTION 7. That this Ordinance shall only take effect if the associated annexation application is approved and the annexation becomes effective.

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 sixty (60) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of February, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Legal Description

EXHIBIT 'A'
LEGAL DESCRIPTION
APN: 301-50-005G

A parcel of land as shown on an ALTA/NSPS Land Title Survey prepared by Extreme Measures Land Survey, Inc., dated March 13, 2020, job number 20-10 (herein referred to as R1), located in the southeast quarter of Section 32, Township 22 North, Range 8 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a capped rebar 'RLS 22254' at the southeast corner of said parcel, from which a capped rebar 'RLS 9078' at the northeast corner of said parcel bears North 0°35'29" East, 613.72 feet (Basis of Bearing);

Thence along the east line of said parcel, North 0°35'29" East, 430.07 feet to the **TRUE POINT OF BEGINNING;**

Thence leaving said east line, North 89°24'31" West, 330.99 to a point on the northerly line of said parcel;

Thence along said northerly line, North 41°29'45" East, 166.15 feet;

Thence continuing along said northerly line, North 35°13'32" East, 86.92 feet;

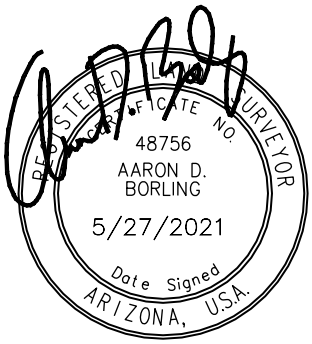
Thence continuing along said northerly line, South 84°57'36" East, 173.32 feet to the northeast corner of said parcel;

Thence along the east line of said parcel, South 00°35'29" West, 183.65 feet to the **TRUE POINT OF BEGINNING.**

Containing 1.09 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

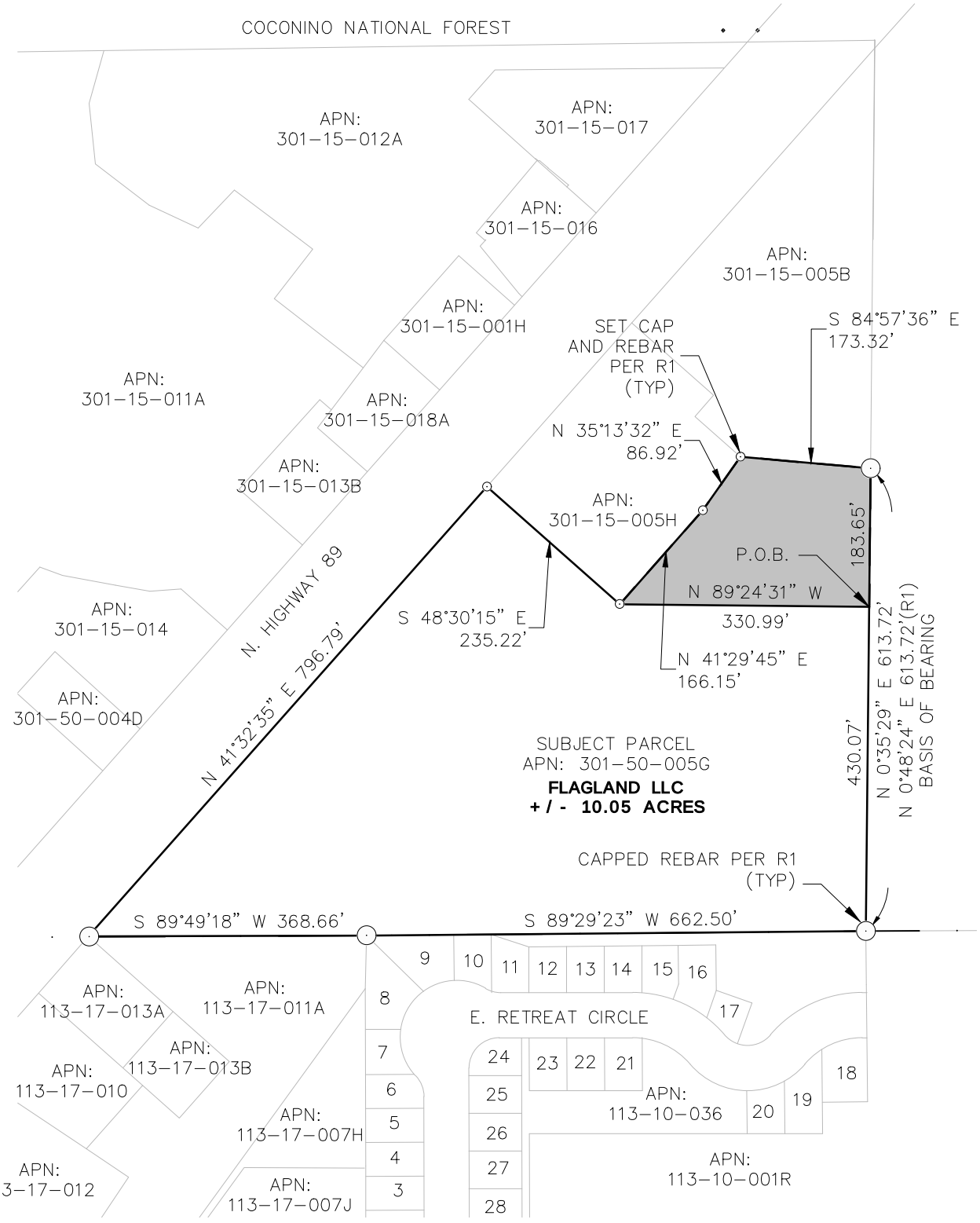
This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



PLOTTED: May 27, 2021–4:25pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32,
TOWNSHIP 22 NORTH, RANGE 8 EAST
OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



Shephard Wesnitzer, Inc.	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swiaz.com	JOB NO. 20136 DATE MAY 21 SCALE 1" = 200' DRAWN RPR DESIGN CHECKED ADB	FLAGSTAFF REHAB CAMPUS COCONINO COUNTY ARIZONA LEGAL EXHIBIT	SHEET 2 OF 2

FILE: P:\2020\20136\SURVEY\LEGAL DESCRIPTIONS\20136_REZONE_EX.DWG ABORLING

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on Wednesday, December 8, 2021, at 4:00 p.m., and the Flagstaff City Council will hold Public Hearings on January 4, 2022, January 18, 2022, and February 1, 2022 at 3:00 p.m., to consider the following:

A. Explanation of Matters to be considered:
ANNEXATION: A proposed annexation of approximately 10.06 acres of land to the City of Flagstaff. The annexation is requested to incorporate an existing parcel into the City limit. The parcel is owned by Flagland LLC. The current Coconino County Zoning is CH-10,000 Commercial Heavy Zone. If this annexation is approved, the property will be designated with the Highway Commercial (HC) zone and a Resource Protection Overlay (RPO) to facility the development of a rehabilitation substance treatment campus, sober living units, and two lots for future commercial development. City of Flagstaff case number: PZ-20-00164-03.

CONCEPT ZONING MAP AMENDMENT: A proposed amendment to the Official City of Flagstaff Zoning Map to rezone 1.10 acres of the 10.06-acre parcel from HC zoning with the RPO to Rural Residential (RR) zoning with the RPO for the purpose of constructing a 2,500 square foot equine therapy facility. City of Flagstaff case number: PZ-20-00164-04.

B. How to Participate:
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 annexation and rezoning. The City Council hearings 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 ANNEXATION AND REZONING MAP



ADDRESS: **7000 North Highway 89**
APN: 301-50-005G
ACRES: Approximately 10.06 Acres (annexation); 1.10 Acres (rezoning) Coconino County

C. General Description of the Affected Area:
Approximately 10.06 acres (annexation) and 1.10 acres within the 10.06 acres (rezoning) located east of North Highway 89, portion of Coconino County Assessor's Parcel Number 301-50-005G, SE 1/4 of the SW 1/4 of Section 32, T22N R8E, of the G&SRM, City of Flagstaff, Coconino County, Arizona.

FOR FURTHER INFORMATION, CONTACT:

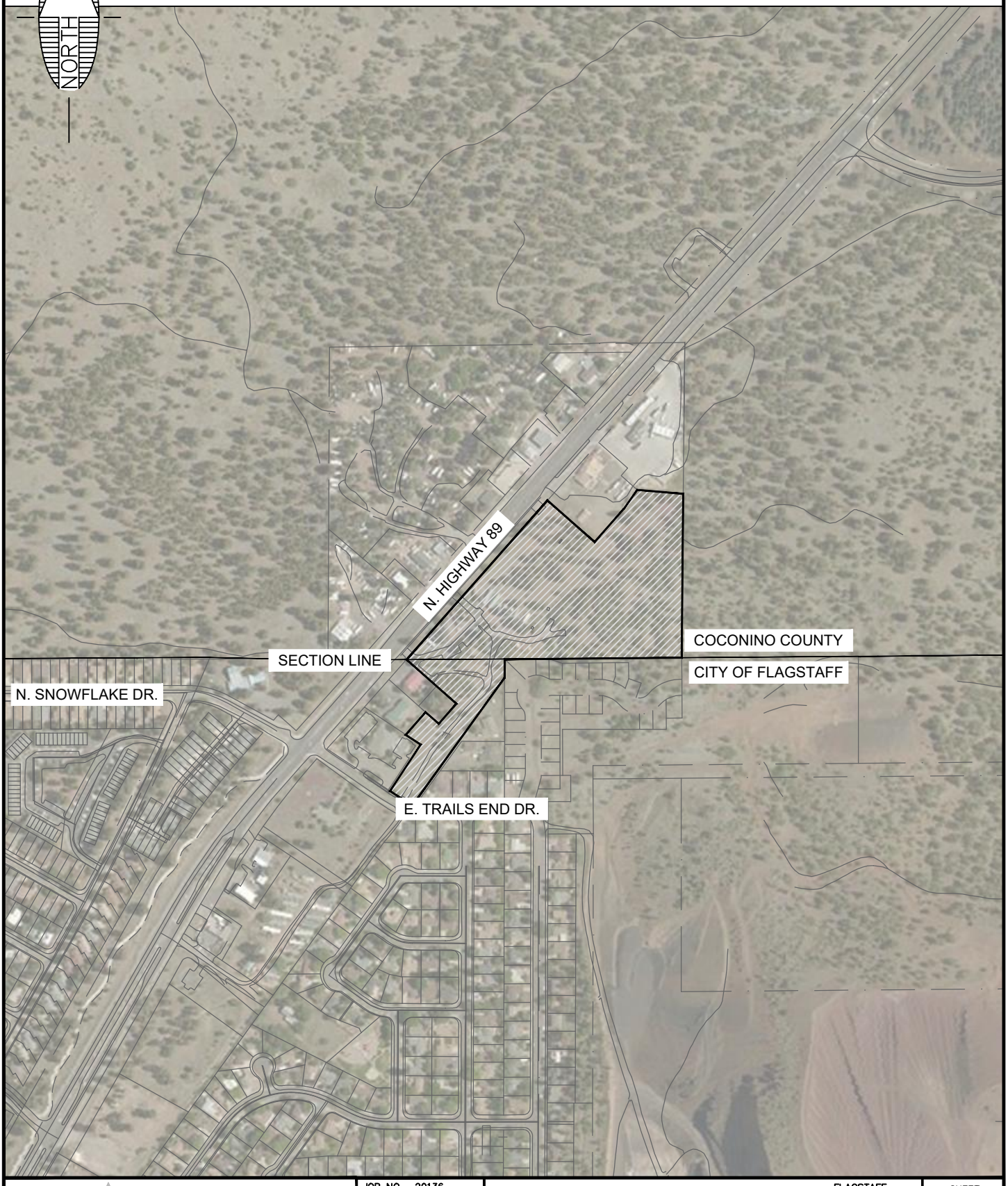
Genevieve Pearthree
Planning & Development Services
211 West Aspen Avenue Flagstaff
Arizona 86001
(928) 213-2603
gpearthree@flagstaffaz.gov

Stephen Irwin
Shephard-Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, Arizona 86001
(928) 773-0354
sirwin@swiaz.com

Publish: November 20, 2021

PLOTTED: Jun 07, 2021–11:05am

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



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

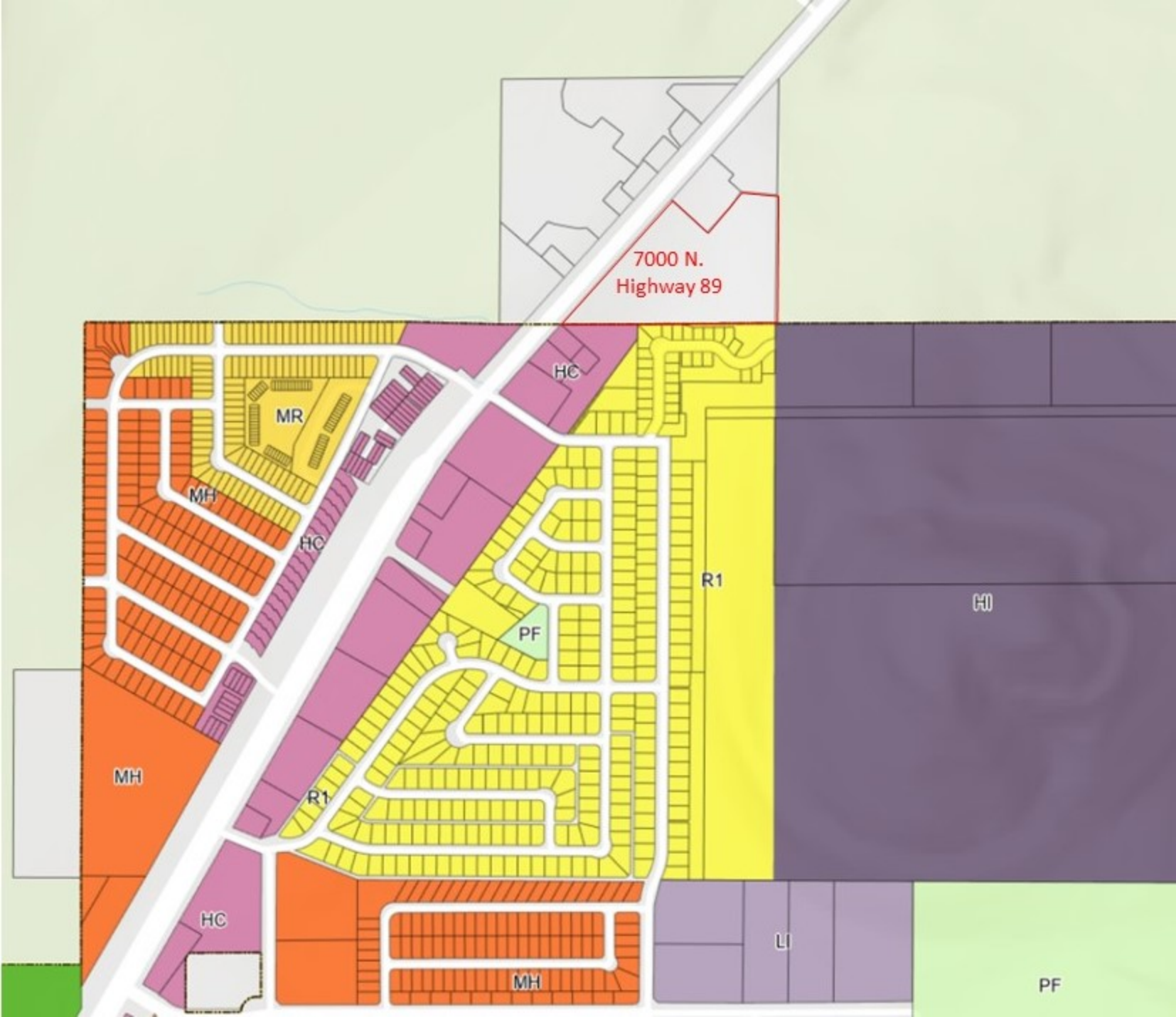
JOB NO.	20136
DATE	JUN 21
SCALE	1"=500'
DRAWN	CNP
DESIGN	CNP
CHECKED	SCI

FLAGSTAFF REHAB CAMPUS — FLAGSTAFF ARIZONA

VICINITY MAP

SHEET 1 OF 1

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 – VICINITY MAP.DWG CPHAM


7000 N.
Highway 89
HC
MR
MH
HC
R1
HI
PF
MH
R1
HC
MH
LI
PF

PLOTTED: Feb 18, 2021-10:58am

CIVIL CONCEPT PLAN
FOR
SUBSTANCE ABUSE AND MENTAL HEALTH FACILITY
FLAGSTAFF, ARIZONA

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

CITY CONCEPT APPROVAL

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR ERRORS AND OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

CITY ENGINEER:

BY: _____ DATE:

CITY PUBLIC WORKS DIRECTOR

BY: _____ DATE:

WATER SERVICES DIRECTOR

BY: _____ DATE:

AUTHORIZATION TO CONSTRUCT:

THE SIGNATURES ABOVE ARE REQUIRED BEFORE THE CONTRACTOR CAN COMMENCE. UNSIGNED, THESE PLANS HAVE NOT BEEN COMPLETED WITH RESPECT TO AGENCY REVIEW AND APPROVAL.

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

BY: _____ DATE:

UNISOURCE ENERGY SERVICES

BY: _____ DATE:

CENTURYLINK

BY: _____ DATE:

ALTICE USA

BY: _____ DATE:

UTILITY COMPANY CONTACTS

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

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

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

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

RESOURCE PRESERVATION

APN 113-17-011A DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. APN 301-50-005G DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. HOWEVER, AN ANNEXATION WILL REQUIRE A RESOURCE PROTECTION PLAN FOR APN 301-50-005G.

IMPERVIOUS AREA SUMMARY

PRE-DEVELOPMENT IMPERVIOUS AREA (OFFSITE) = 6,515 SF
PRE-DEVELOPMENT IMPERVIOUS AREA (ONSITE-ARC) = 9,115 SF
PRE-DEVELOPMENT IMPERVIOUS AREA (ONSITE-SOBER LIVING) = 39,059 SF

POST-DEVELOPMENT IMPERVIOUS AREA (OFFSITE) = 14,815 SF
POST-DEVELOPMENT IMPERVIOUS AREA (ONSITE-ARC) = 139,898 SF
POST-DEVELOPMENT IMPERVIOUS AREA (ONSITE-SOBER LIVING) = 38,260 SF

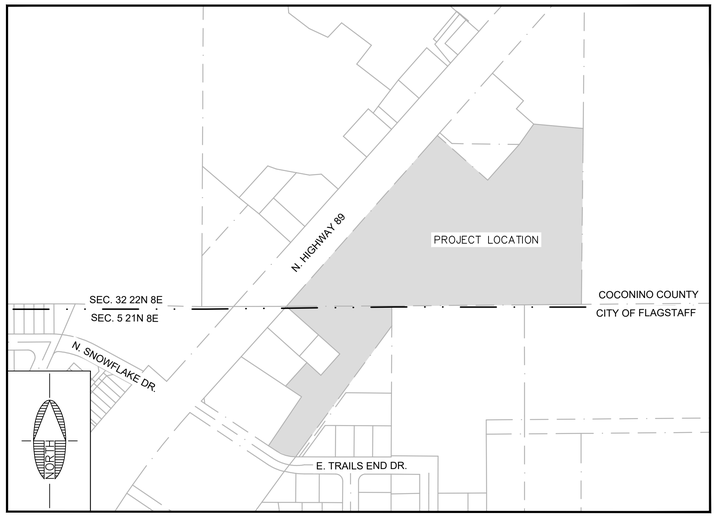
FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6827G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SOURCE OF PROJECT INFORMATION

TOPOGRAPHIC DATA WAS PROVIDED BY APEX LAND SURVEYS ON APRIL 16, 2020.

BOUNDARY INFORMATION IS BASED ON AN ALTA PREPARED BY EXTREME MEASURES LAND SURVEY, INC. ON MARCH 13, 2020.



VICINITY MAP
N.T.S.

LEGEND

- LOT LINE
- ROW
- EASEMENT
- 8"SS — GRAVITY SEWER LINE
- 8"W — PUBLIC WATER LINE
- STORM DRAIN PIPE
- LOT BOUNDARY
- FIRE HYDRANT
- WATER METER
- SEWER MANHOLE
- GATE VALVE
- DRAINAGE ARROW
- PROPOSED SEWER SERVICE
- PROPOSED WATER SERVICE
- EX. LOT LINE
- EX. EASEMENT
- 6945 — EX. INDEX CONTOUR
- 8"W — EX. WATER LINE
- EX. SEWER LINE
- G — EX. GAS
- S — EX. STORM DRAIN
- UGE — EX. UNDERGROUND UTIL.
- OHE — EX. OVERHEAD UTIL.
- SECTION LINE
- EX. ROAD STRIPING
- WV — EX. WATER VALVE
- EX. SIGNAGE
- EX. LIGHT POLE
- 5088778 — EX. ELECTRIC BOX
- EX. DRAINAGE ARROW

PROJECT OWNER/DEVELOPER:

AMERICAS REHAB CAMPUSES
MIKE ZIPPRICH
7144 E. STETSON, C-200
SCOTTSDALE, AZ 85251
(602)-882-7451

PROPERTY INFORMATION:

ADDRESS: 7000 N. HIGHWAY 89
APNS: 301-50-005G (10.06± ACRES)
113-17-011A (2.15± ACRES)
EXISTING ZONING: HIGHWAY COMMERCIAL & CH-1000

PROJECT ENGINEER:

SHEPHARD-WESNITZER, INC.
STEPHEN IRWIN
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

PROJECT ARCHITECT:

PAUL D. BUSTAMANTE
16 E. ROUTE 66, SUITE 202
FLAGSTAFF, AZ 86001

SHEET INDEX		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	CVR	COVER SHEET
2	CP01	BOUNDARY EXHIBIT
3	CP02	OVERVIEW UTILITY AND DRAINAGE PLAN
4	CP03	CONCEPT PLAN
5	NRPP	PRELIMINARY NRPP
–	–	ALTA

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY — FLAGSTAFF ARIZONA

COVER SHEET

JOB NO: 20136
DATE: FEB 21
SCALE: N/A
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

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

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

DRAWING NO.
CVR

SHT NO. 1 OF 5

FILE: P:\2020\20136\DRAWINGS\CONCEPT PLAN\20136-COVER SHEET.DWG HSCHNZEBELEN

PLOTTED: Feb 18, 2021–10:58am

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

FILE: P:\2020\20136\DRAWINGS\CONCEPT PLAN\20136-BOUNDARY SHEET.DWG HSCHINCOBELEN

FLAGSTAFF
ARIZONA

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY

BOUNDARY EXHIBIT

JOB NO:	20136
DATE:	FEB 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

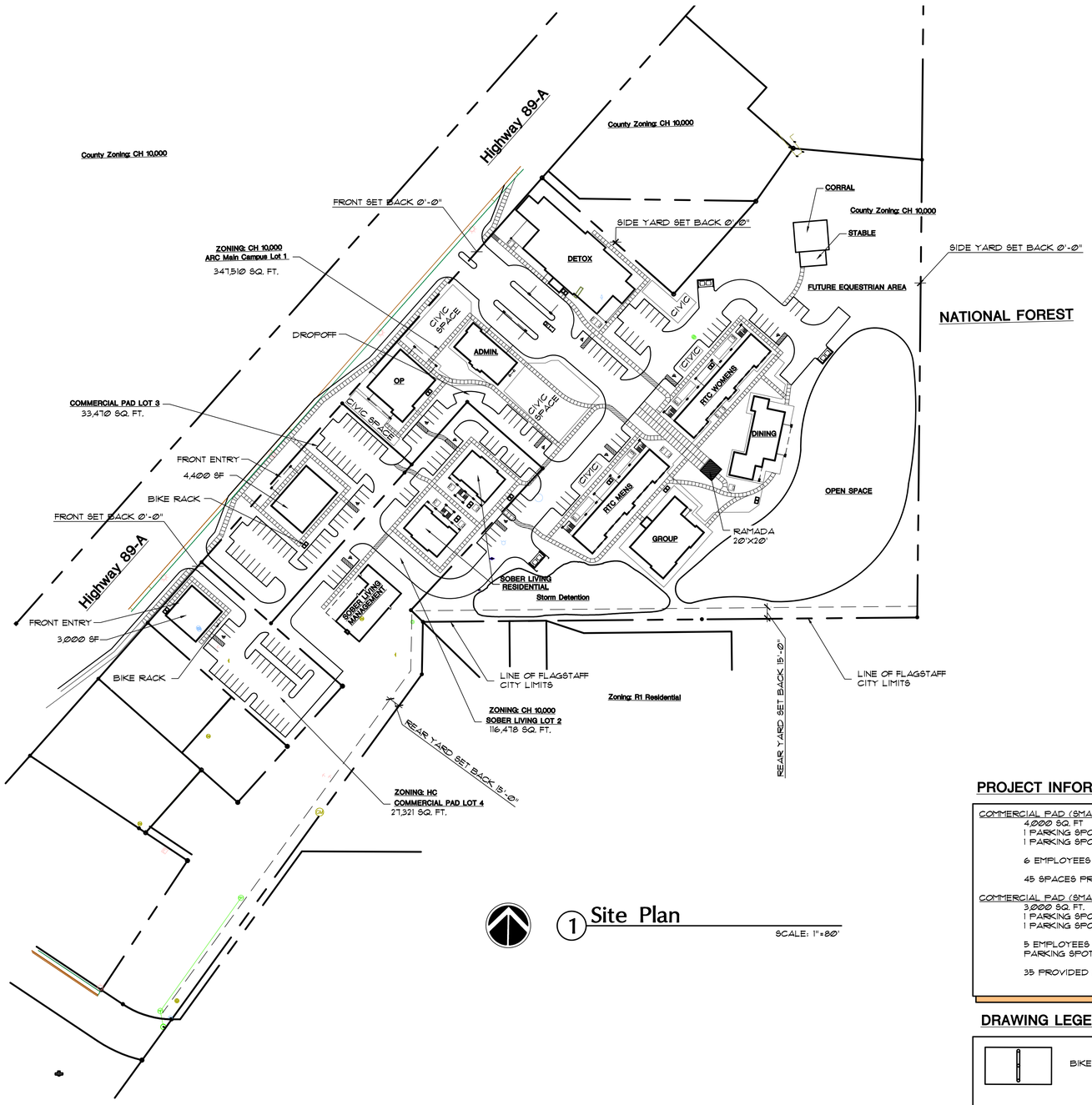
Call at least two full working days before you excavate (602) 263-1100

ARIZONA811 Arizona Blue Stake, Inc.

Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CP01

SHT NO. 2 OF 5



1 Site Plan

SCALE: 1"=80'

PROJECT INFORMATION:

PROJECT SUMMARY:

SUBSTANCE ABUSE AND MENTAL HEALTH FACILITY

LOCATION: HIGHWAY 89-A

APN: 301-50-006, 113-17-011A

SIZE AREA: 10.053 & 2.14 ACRES

BUILDING SQ. FOOTAGE:

MAIN CAMPUS:
- DETOX:
  - BUILDING - 11,550
  - PATIO - 1,191 (OPEN SPACE)
  - TOTAL = 12,741
- ADMINISTRATION: 3,231
- OP: (OUT PATIENT)
  - BUILDING - 4,453
  - PATIO - 1,627 (OPEN SPACE)
  - TOTAL = 6,080
- RTC MENS: (1ST & 2ND FLOOR) = 10,546
- RTC WOMENS: (1ST & 2ND FLOOR) = 10,546
- GROUP:
  - BUILDING - 5,333
  - PATIO - 3,116 (OPEN SPACE)
  - TOTAL = 8,449
- DINING/KITCHEN:
  - BUILDING - 4,128
  - PATIO - 1,670 (OPEN SPACE)
  - TOTAL = 5,798
- SOBER LIVING MANAGEMENT - 3,974
- SOBER LIVING WOMENS - (1ST & 2ND FLOOR) = 4,974
- SOBER LIVING MENS - (1ST & 2ND FLOOR) = 4,974

ZONING: H-C

OCCUPANCY GROUP:

TYPE OF CONSTRUCTION: V-B (1 HOUR, SPRINKLED)

PARKING:

INSTITUTIONAL RESIDENTIAL: 1 SPACE PER 6 BEDS, PLUS 1 SPACE PER EMPLOYEE

- MEN RTC:
  - 40 BEDS = 7 SPACES REQUIRED
  - 3 STAFF = 3 SPACES
- WOMENS RTC:
  - 40 BEDS = 7 SPACES REQUIRED
  - 3 STAFF = 3 SPACES
- DINING:
  - 5 STAFF = 5 SPACES
- GROUP:
  - 6 STAFF = 6 SPACES
- OUT PATIENT (OP):
  - 5 STAFF = 5 SPACES
- LOBBY/ADMIN:
  - 6 STAFF = 6 SPACES
- DETOX:
  - 30 BEDS = 5 SPACES REQUIRED
  - 7 STAFF = 7 SPACES
- HOUSE KEEPING/MAINTENANCE:
  - 8 STAFF = 8 SPACES REQUIRED
- SOBER LIVING MANAGEMENT:
  - 3 STAFF = 3 SPACES
- SOBER LIVING WOMENS:
  - 32 BEDS = 5 SPACES REQUIRED
  - 2 STAFF = 2 SPACES
- SOBER LIVING MENS:
  - 32 BEDS = 5 SPACES REQUIRED
  - 2 STAFF = 2 SPACES

TOTAL MAIN CAMPUS PARKING REQUIRED: 62 SPACES
TOTAL SOBER LIVING CAMPUS PARKING REQUIRED: 17 SPACES
TOTAL ADA PARKING REQUIRED: 5 SPACES, 8 PROVIDED
OVERALL TOTAL PARKING PROVIDED: 83 SPACES

83 X .05 = 4 BIKE RACKS REQUIRED
9 BIKE RACKS PROVIDED (3 COVERED)

1. SIZE OF LOTS:
   - MAIN CAMPUS LOT 1 = 350,256 SQ. FT.
   - SOBER LIVING LOT 2 = 116,478 SQ FT.
2. FAR FOR HC MAX 3.0
   - CAMPUS TOTAL BUILDING S.F. = 48,189
   - FAR = 48,189 / 437,909 = 0.11
3. HC SETBACKS:
   - FRONT SET BACK - 0'-0" MIN
   - SIDE SET BACK - 0'-0" MIN,
   - REAR SET BACK, ADJACENT TO RESIDENTIAL - 15'-0" MIN
4. OPEN SPACE
   - CAMPUS OVERALL SQ. FOOTAGE = 353,356
   - 15% REQUIRED OPEN SPACE = 53,003 SQ. FT
   - PROVIDED OPEN SPACE = DECK/PATIO = 16,053, PLUS 58,832 OPEN SPACE =74,832

BUILDING FORM:
- HEIGHT 2 STORIES
- OVERALL HEIGHT - DINING, RTC MEN AND WOMEN, SOBER LIVING MEN AND WOMEN = 2 STORIES
- ALL OTHERS, SINGLE STORY.

CIVIC SPACE INFORMATION (LANDSCAPE OASIS):

MAIN CAMPUS SITE SQ. FT. = 350,256
350,256 X .05 = 17,513 REQUIRED, 18,000 PLUS SQ FT PROVIDED

SOBER LIVING CAMPUS SITE SQ. FT = 116,478
116,478 X .05 = 5,824 REQUIRED, 6,000 SQ. FT PROVIDED

PROJECT INFORMATION CONT.

COMMERCIAL PAD (SMALL RESTAURANT) LOT 3:
- 4,000 SQ. FT
- 1 PARKING SPOT PER 100 GSF
- 1 PARKING SPOT PER EMPLOYEE

6 EMPLOYEES + 40 SPOTS = 46 REQ.

45 SPACES PROVIDED + 1 BIKE RACK

COMMERCIAL PAD (SMALL RESTAURANT) LOT 4:
- 3,000 SQ. FT.
- 1 PARKING SPOT PER 100 GSF
- 1 PARKING SPOT PER EMPLOYEE

5 EMPLOYEES + 30 SPOTS = 35 PARKING SPOTS REQUIRED

35 PROVIDED PLUS ONE BIKE RACK

DRAWING LEGEND

- BIKE RACK
- DUMPTER
- CIVIC SPACE LANDSCAPE OASIS

pb architecture consultation development
16 east route 66 suite 202
flagstaff, arizona 86001
(928) 774-2444
email:PDBarchitect@aol.com
paul d. bushemanville architect

Substance Abuse/Mental Health Facility
Highway 89-A
Flagstaff, AZ

PRELIMINARY NOT FOR CONSTRUCTION

Revisions	By

Drawn: LJ, JM

Date: February 17, 2021

Job No:

SHEET
A-SITE

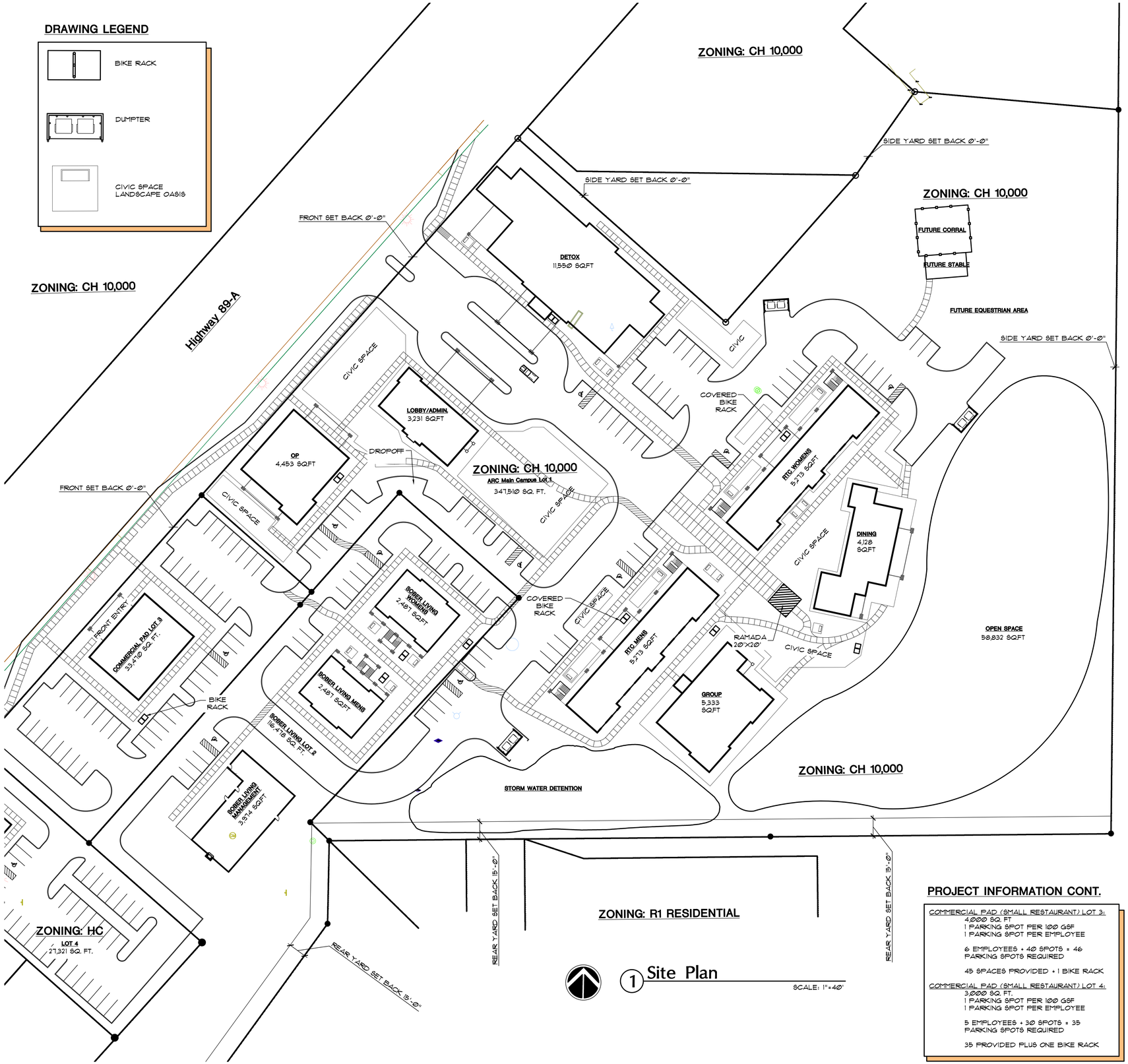
SITE PLAN
SCALE: 1"=80'

DRAWING LEGEND

BIKE RACK

DUMPTER

CIVIC SPACE
LANDSCAPE OASIS



1 Site Plan

SCALE: 1"=40'

PROJECT INFORMATION CONT.

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TOTAL = 12,741

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FAR = 48,189 / 437,309 = 0.11

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pb architecture consultation development
16 east route 66 suite 202
flagstaff, az 86001
tel: 928.774.3444
email:PDBarchitect@aol.com
paul d. bustamante
architect

Substance Abuse/Mental Health Facility
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ, JM

Date: February 17, 2021

Job No:

SHEET
A-SITE

SITE PLAN
SCALE: 1"=40'

PLOTTED: May 13, 2021–8:48am

CONCEPTUAL PLAT
FOR
SUBSTANCE ABUSE AND MENTAL HEALTH FACILITY
FLAGSTAFF, ARIZONA

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

PROJECT OWNER/DEVELOPER:

FLAGLAND LLC
MIKE ZIPPRICH
7144 E. STETSON, C–200
SCOTTSDALE, AZ 85251
(602)–882–7451

PROPERTY SURVEYOR:

SHEPHARD–WESNITZER, INC.
AARON BORLING
110 W. DALE AVE
FLAGSTAFF, AZ 86001
(928) 773–0354

PROJECT ENGINEER:

SHEPHARD–WESNITZER, INC.
STEPHEN IRWIN
110 W. DALE AVE
FLAGSTAFF, AZ 86001
(928) 773–0354

PROJECT ARCHITECT:

PAUL D. BUSTAMANTE
16 E. ROUTE 66, SUITE 202
FLAGSTAFF, AZ 86001

SHEET INDEX		
SHEET NO.	DRAWING NO.	SHEET TITLE
1	CVR	COVER SHEET
2	CP01	CONCEPTUAL PLAT (1)
3	CP02	OVERALL UTILITY & DRAINAGE PLAN & SITE ANALYSIS
4	CP03	CONCEPTUAL PLAT & PRELIMINARY LANDSCAPE PLAN
5	CP04	LANDSCAPE, PARKING & CLEAR VIEW ZONE TABLES
6	NRPP	NATURAL RESOURCE PROTECTION PLAN

BASIS OF BEARING

NORTH 89–57–48 WEST, 368.66' FROM THE SOUTHWEST CORNER OF ASSESSOR'S PARCEL 301–50–005G OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA. ACCORDING TO AN ALTA/NSPS LAND TITLE SURVEY, JOB NO. 20–10, PREPARED BY ALISA TEMPLETON OF EXTREME MEASURES LAND SURVEY, INC. IN MARCH 2020.

LEGAL DESCRIPTIONS

ASSESSOR'S PARCEL NUMBER 301–50–005G ACCORDING TO INSTRUMENT NUMBER 3491557

ASSESSOR'S PARCEL NUMBER 113–17–011A ACCORDING TO INSTRUMENT NUMBER 3238727 OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

IMPERVIOUS AREA SUMMARY

PRE–DEVELOPMENT IMPERVIOUS AREA (OFFSITE) = 6,515 SF
PRE–DEVELOPMENT IMPERVIOUS AREA (PARCEL NO. 1) = 9,634 SF
PRE–DEVELOPMENT IMPERVIOUS AREA (PARCEL NO. 2, 3, 4) = 38,540 SF

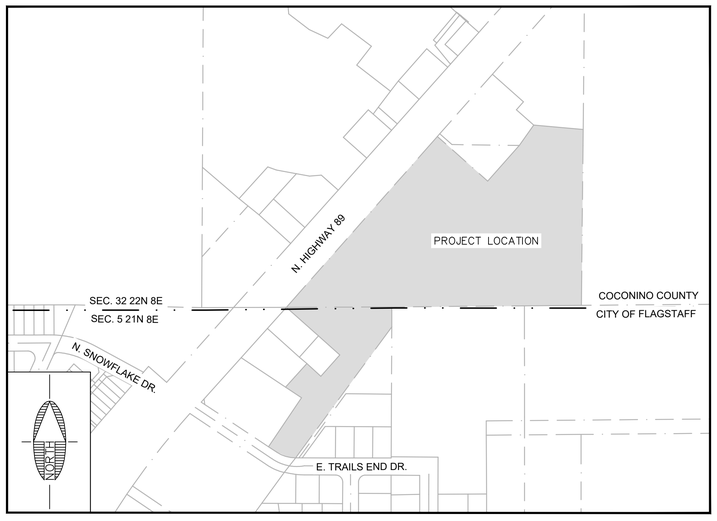
POST–DEVELOPMENT IMPERVIOUS AREA (OFFSITE) = 14,815 SF
POST–DEVELOPMENT IMPERVIOUS AREA (PARCEL NO. 1) = 144,191 SF
POST–DEVELOPMENT IMPERVIOUS AREA (PARCEL NO. 2, 3, 4) = 38,709 SF

RESOURCE PRESERVATION

APN 113–17–011A DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. APN 301–50–005G DOES NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. HOWEVER, AN ANNEXATION WILL REQUIRE A RESOURCE PROTECTION PLAN FOR APN 301–50–005G.

FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6827G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.



VICINITY MAP
N.T.S.

LEGEND

- LOT LINE
- ROW
- EASEMENT
- 8"SS — GRAVITY SEWER LINE
- 8"W — PUBLIC WATER LINE
- STORM DRAIN PIPE
- LOT BOUNDARY
- FIRE HYDRANT
- WATER METER
- SEWER MANHOLE
- GATE VALVE
- DRAINAGE ARROW
- PROPOSED SEWER SERVICE
- PROPOSED WATER SERVICE
- EX. LOT LINE
- EX. EASEMENT
- 6945 — EX. INDEX CONTOUR
- 8"W — EX. WATER LINE
- EX. SEWER LINE
- G — EX. GAS
- S — EX. STORM DRAIN
- UGE — EX. UNDERGROUND UTIL.
- OHE — EX. OVERHEAD UTIL.
- SECTION LINE
- EX. ROAD STRIPING
- WV — EX. WATER VALVE
- EX. SIGNAGE
- EX. LIGHT POLE
- 5058778 — EX. ELECTRIC BOX
- EX. DRAINAGE ARROW

PROJECT INFORMATION

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY
7000 N. HIGHWAY 89
FLAGSTAFF, AZ 86004

ASSESSOR'S PARCEL NO. 301–50–005G
113–17–011A

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, RESERVATIONS, AND EASEMENTS FOR 'SUBSTANCE ABUSE & MENTAL HEALTH FACILITY' SHALL BE RECORDED IN THE OFFICE OF THE COCONINO COUNTY RECORDER AND ARE HEREBY INCORPORATED AS A PART OF THIS PLAT.
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 DATA WAS PROVIDED BY APEX LAND SURVEYS ON APRIL 16, 2020. BOUNDARY INFORMATION IS BASED ON AN ALTA PREPARED BY EXTREME MEASURES LAND SURVEY, INC. ON MARCH 13, 2020.

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

BY: _____ DATE: _____

UNISOURCE ENERGY SERVICES

BY: _____ DATE: _____

CENTURYLINK

BY: _____ DATE: _____

ALTICE USA

BY: _____ DATE: _____

UTILITY COMPANY CONTACTS

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

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

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

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

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20–00164

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY — FLAGSTAFF ARIZONA

COVER SHEET

JOB NO: 20136
DATE: MAY 21
SCALE: N/A
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

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

SWI Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

DRAWING NO.
CVR

SHT NO. 1 OF 6

FILE: P:\2020\20136\DRAWINGS\PLATS\CONCEPT\20136-COVER SHEET.DWG CPHAM

PLOTTED: May 13, 2021–8:48am

FILE: P:\2020\20136\DRAWINGS\PLATS\CONCEPT\20136-BOUNDARY SHEET.DWG CPHAM

CONCEPTUAL PLAT

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY

FLAGSTAFF ARIZONA

LEGEND

- PARCEL BOUNDARY
- R.O.W. LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- ZONING SPLIT
- HIGHWAY COMMERCIAL (HC)
- RURAL RESIDENTIAL (RR)

N. HIGHWAY 89

EXISTING 134' R.O.W.

APN 301-50-011A (NOT A PART)

APN 301-50-013B (NOT A PART)

APN 301-50-005H (NOT A PART)

APN 301-50-014 (NOT A PART)

APN 301-50-004D (NOT A PART)

APN 301-50-015 (NOT A PART)

N 41°32'35" E 118.69'

S 48°30'15" E 235.22'

N 41°29'45" E 166.15'

N 35°13'37" E 86.92'

S 84°57'36" E 173.32'

S 0°35'31" W 613.72'

EXISTING ELECTRIC EASEMENT DKT 174 PG 446 EX 18

26' P.U.E. DEDICATED HEREON

ZONING SPLIT

8' P.U.E. DEDICATED HEREON

26' PUBLIC ACCESS EASEMENT DEDICATED HEREON

20' P.U.E. DEDICATED HEREON

10' P.U.E. DEDICATED HEREON

PARCEL NO. 1
8.08 ACRES
ZONING: 1.09 ACRES HC
& 6.99 ACRES RR

285.24'

S 48°39'19" E 124.06'

112.16'

S 48°39'19" E 134.81'

284.36'

PARCEL NO. 3
0.81 ACRES

PARCEL NO. 2
2.69 ACRES

N 41°32'35" E 284.36'

S 41°54'11" W 259.53'

EXISTING 8' ELECTRIC EASEMENT DKT 934 PG 998

EXISTING ELECTRIC EASEMENT DKT 174 PG 446 EX 18

EXISTING 136' R.O.W.

108.49'

124.06'

SECTION LINE

26' PUBLIC ACCESS EASEMENT DEDICATED HEREON

COCONINO COUNTY

CITY OF FLAGSTAFF

S 45°34'47" E 22.48'

S 89°29'23" W 662.50'

EXISTING 35'X50' DRIVEWAY EASEMENT DKT 2038 PG 796 EX 30

PARCEL NO. 4
0.63 ACRES

N 48°39'19" W 127.57'

S 1°08'23" W 70.31'

EXISTING 40' P.U.E. INST. NO. 3818543

N 48°25'36" W 249.82'

APN 113-17-013A (NOT A PART)

109.52'

APN 113-17-013B (NOT A PART)

APN 113-17-010 (NOT A PART)

S 48°25'49" E 65.31'

N 41°28'13" E 100.13'

N 41°34'34" E 112.49'

EXISTING 25' GAS EASEMENT DKT 512 PG 380

APN 113-17-07H (NOT A PART)

TRAILS END RETREAT (NOT A PART)

APN 113-10-001R (NOT A PART)

N 56°19'49" W 67.44'

EXISTING 16' P.U.E. 2170/27

APN 113-17-012 (NOT A PART)

EXISTING 10' SEWER EASEMENT DKT 479 PG 186 EX 20

N 35°55'43" E 571.40'

APN 113-17-07J (NOT A PART)

EXISTING 10' SEWER EASEMENT DKT 479 PG 186 EX 20

N 33°34'56" E 208.29'

EXISTING 16' P.U.E. 2170/27

APN 113-17-07D (NOT A PART)

N 56°21'56" W 34.94'

L=68.83, R=120.00
Δ=32°51'50"

APN 113-17-014 (NOT A PART)

E. TRAILS END DR.

SCALE 1" : 60'
0 30 60

PRELIMINARY

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C.O.F. Project # PZ 20-00164

JOB NO:	20136
DATE:	MAY 21
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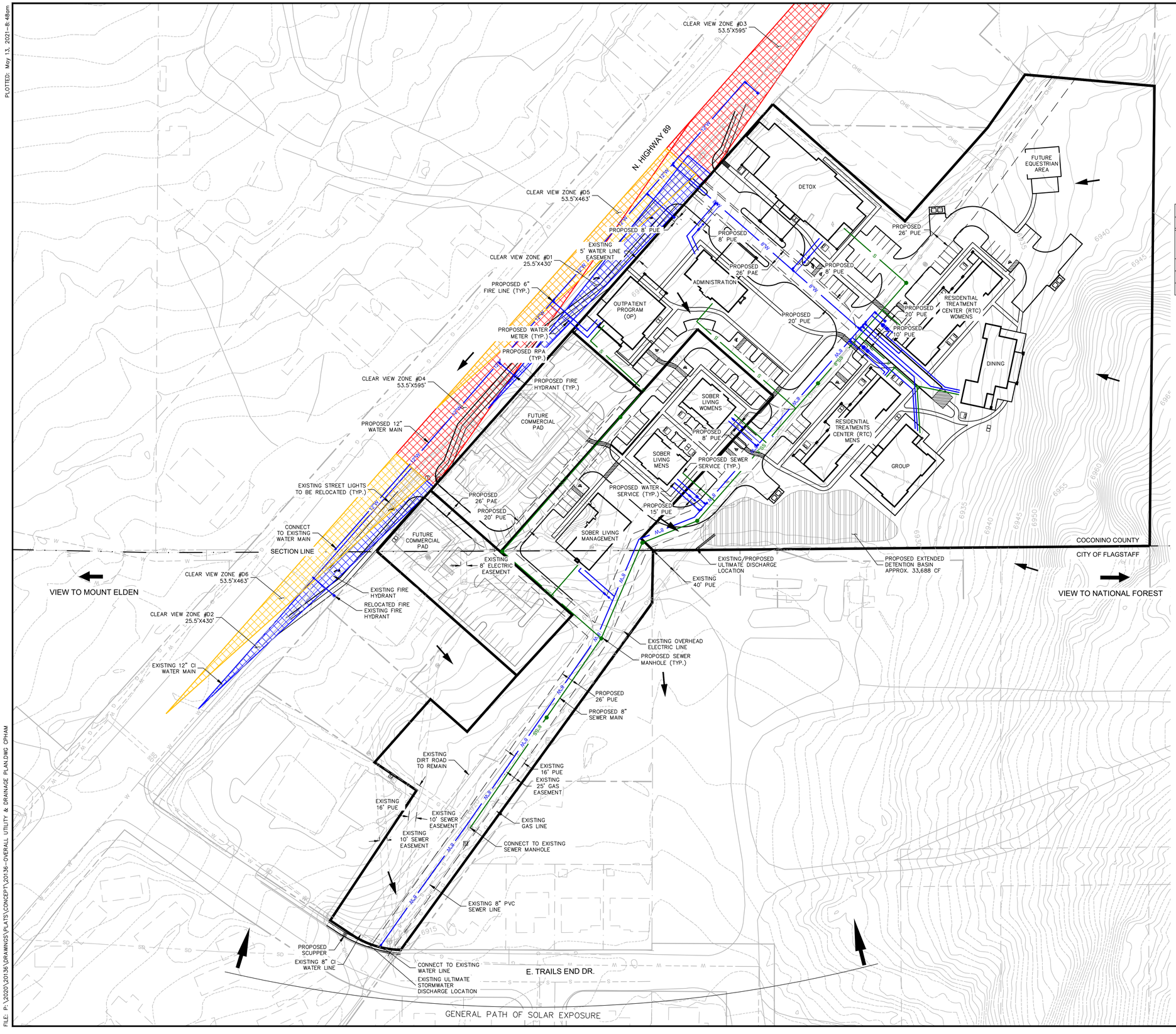
DRAWING NO. CP01

SHT NO. 2 OF 6

PLOTTED: May 13, 2021 - 8:48am



SITE ANALYSIS:

A. EXISTING TOPOGRAPHY OF PROJECT SITE AS SHOWN. SITE SLOPES DO NOT EXCEED 24.99%.
B. SOLAR ORIENTATION AS SHOWN ON BOTTOM OF SHEET.
C. EXISTING VEGETATION IS PONDEROSA PINE TREES AS SHOWN
D. VIEW CORRIDORS NOTICEABLE FROM THE SITE INCLUDE THE RESIDENTIAL COMMUNITY OF MOUNT ELDEN TO THE WEST AND THE RESIDENTIAL COMMUNITY OF NATIONAL FOREST TO THE EAST. THE SITE IS ACCESSIBLE AND VIEWABLE FROM NORTH HIGHWAY 89.
E. CLIMATIC CONSIDERATIONS FOR THE PROJECT SITE: THE PREVAILING WINDS ARE GENERALLY FROM THE SOUTHWEST AND AT 7,000 FEET FLAGSTAFF EXPERIENCES SNOW AND LARGE TEMPERATURE SWINGS. AS A RESULT OF REOCCURRING FREEZE/THAW CYCLES, PEDESTRIAN WALKWAYS WILL AVOID THE NORTH SIDE OF BUILDINGS AS MUCH AS POSSIBLE. THE SITE EXPERIENCES A LOT OF EXPOSURE. PRECIPITATION NATURALLY RUNS TO THE SOUTHEAST SIDE OF THE SITE. FLAGSTAFF SUBSURFACE CONDITIONS GENERALLY CONSIST OF ROCK AND/OR CLAY MATERIAL, IT IS EXPECTED THAT THIS SITE WILL BE THE SAME. ALL DESIGN WILL BE PER THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.
G. THERE ARE NO EXISTING SWALES & STREAM CORRIDORS FOR THIS PROJECT.
H. THE PROJECT IS SURROUNDED BY NATIONAL FOREST TO THE EAST, A RV PARK ACROSS HIGHWAY 89 TO THE WEST, A RESIDENTIAL COMMUNITY TO THE SOUTH AND A CAFE AND GAS STATION TO THE NORTH.

Impervious Area & LID Analysis					
				LID Required Depth (ft)	0.0833
Basin ID	Basin Area (sf)	Existing Impervious Area (sf)	Proposed Impervious Area (sf)	Net Impervious Area (sf)	Required LID Volume (sf)
A1	380,661	9,634	144,191	134,557	11,213
B1	155,022	38,540	38,079	-461	-38
C1	25,540	6,515	14,815	8,300	692

NOTES:

1. SHARED PARKING AGREEMENTS AND CROSS ACCESS EASEMENTS ARE NEEDED FOR THIS PROJECT AND WILL BE PROVIDED WITH FUTURE SUBMITTALS.
2. CLEAR VIEW ZONE CALCULATIONS ARE SHOWN ON SHEET CP04.
3. THE REQUIRED DETENTION/LID FOR PARCEL NO. 4 WILL BE DETERMINED ONCE THE PARCEL DEVELOPS.

SCALE 1" : 60'
0 30 60

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY
FLAGSTAFF ARIZONA

OVERALL UTILITY & DRAINAGE PLAN & SITE ANALYSIS

JOB NO: 20136
DATE: MAY 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

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

NO.	DESCRIPTION	DATE	BY

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DRAWING NO.
CP02

SHT NO. 3 OF 6

FILE: P:\2020\20136\DRAWINGS\PLATS\CONCEPT\20136-OVERALL UTILITY & DRAINAGE PLAN.DWG CPHAM

PLOTTED: May 13, 2021–8:48am

NOTES:

1. LANDSCAPE AND PARKING CALCULATIONS ARE SHOWN ON SHEET CP04.

EXISTING SIDEWALK
PROPOSED DRIVEWAY
N. HIGHWAY 89
6' PROPOSED SIDEWALK (TYP.)
5' PROPOSED PARKWAY (TYP.)
10' LANDSCAPE BUFFER
EXISTING DRIVEWAY
PROPOSED SIDEWALK
PROPOSED DRIVEWAY
15' LANDSCAPE BUFFER
DETOX 11,550 SF
ADMINISTRATION 3,231 SF
OUTPATIENT PROGRAM (OP) 4,453 SF
FUTURE COMMERCIAL PAD 4,000 SF
FUTURE COMMERCIAL PAD 3,000 SF
SOBER LIVING WOMENS 4,974 SF
SOBER LIVING MENS 4,974 SF
SOBER LIVING MANAGER/REC 3,974 SF
RESIDENTIAL TREATMENTS CENTER (RTC) MENS 10,546 SF
RESIDENTIAL TREATMENT CENTER (RTC) WOMENS 10,546 SF
GROUP 5,333 SF
DINING 4,128 SF
FUTURE EQUESTRIAN AREA
PROPOSED DOUBLE TRASH ENCLOSURE (TYP.)
FIRE LANE (TYP.)
PROPOSED FIRE LANE
IMPROVED ACCESS LANE
16 SPACES
13 SPACES
35 SPACES
10 SPACES
8 SPACES
7 SPACES
6 SPACES
5 SPACES
4 SPACES
1 SPACE
24' (TYP.)
26' (TYP.)
18' (TYP.)
9' (TYP.)
11' (TYP.)
8' (TYP.)
R35'
R55'
R28'
COCONINO COUNTY
CITY OF FLAGSTAFF
15' LANDSCAPE BUFFER

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" : 40'
0 20 40

C.O.F. Project # PZ 20-00164

FLAGSTAFF ARIZONA

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY

PRELIMINARY LANDSCAPE PLAN

JOB NO:	20136
DATE:	MAY 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

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DRAWING NO. CP03

SHT NO. 4 OF 6

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PLOTTED: May 13, 2021 - 8:49am

PRELIMINARY LANDSCAPE CALCULATIONS - PARCEL NO. 1 & 2		
SECTION	**REQUIREMENTS**	**QUANTITY**
STREET BUFFER REQUIREMENT (WEST- 767 L.F. AND 72 SOUTH - L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	34
SHRUBS	2 PER PROPOSED TREE REQUIRED	67
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	67
EXISTING TREES REMAINING		0
PERIPHERAL BUFFER REQUIREMENT (NORTH - 652 L.F., EAST - 585 L.F., SOUTH - 1307 L.F, AND WEST- 809 L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	134
SHRUBS	2 PER PROPOSED TREE REQUIRED	268
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	268
EXISTING TREES REMAINING		71
PARKING LANDSCAPE MEDIAN (11 PARKING ISLANDS)		
PROPOSED TREES REQUIRED	2 PER 8 PARKING SPACES	22
SHRUBS	2 PER PROPOSED TREE REQUIRED	44
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	44
LANDSCAPE AREA	30 SQUARE FEET PER SPACE	2,490
EXISTING TREES REMAINING		2
BUILDING FOUNDATION LANDSCAPING (3274 L.F. TOTAL)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	131
SHRUBS	2 PER PROPOSED TREE REQUIRED	262
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	262
EXISTING TREES REMAINING	25 FEET AROUND THE FOUNDATION	43
TOTAL SUMMARY		
PROPOSED TREES REQUIRED		321
SHRUBS		642
GROUNDCOVER		642
EXISTING TREES REMAINING		116
LANDSCAPE AREA		2,490

PRELIMINARY LANDSCAPE CALCULATIONS - PARCEL NO. 3		
SECTION	**REQUIREMENTS**	**QUANTITY**
STREET BUFFER REQUIREMENT (NORTHWEST- 284 L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	12
SHRUBS	2 PER PROPOSED TREE REQUIRED	24
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	24
EXISTING TREES REMAINING		1
PARKING LANDSCAPE MEDIAN (6 PARKING ISLANDS)		
PROPOSED TREES REQUIRED	2 PER 8 PARKING SPACES	12
SHRUBS	2 PER PROPOSED TREE REQUIRED	24
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	24
LANDSCAPE AREA	30 SQUARE FEET PER SPACE	1,350
EXISTING TREES REMAINING		0
BUILDING FOUNDATION LANDSCAPING (270 L.F. TOTAL)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	11
SHRUBS	2 PER PROPOSED TREE REQUIRED	22
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	22
EXISTING TREES REMAINING	25 FEET AROUND THE FOUNDATION	1
TOTAL SUMMARY		
PROPOSED TREES REQUIRED		35
SHRUBS		70
GROUNDCOVER		70
EXISTING TREES REMAINING		2
LANDSCAPE AREA		1350

PRELIMINARY LANDSCAPE CALCULATIONS - PARCEL NO. 4		
SECTION	**REQUIREMENTS**	**QUANTITY**
STREET BUFFER REQUIREMENT (NORTHWEST- 109 L.F.)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	5
SHRUBS	2 PER PROPOSED TREE REQUIRED	10
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	10
EXISTING TREES REMAINING		0
PARKING LANDSCAPE MEDIAN (5 PARKING ISLANDS)		
PROPOSED TREES REQUIRED	2 PER 8 PARKING SPACES	10
SHRUBS	2 PER PROPOSED TREE REQUIRED	20
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	20
LANDSCAPE AREA	30 SQUARE FEET PER SPACE	1,050
EXISTING TREES REMAINING		2
BUILDING FOUNDATION LANDSCAPING (236 L.F. TOTAL)		
PROPOSED TREES REQUIRED	1 PER 25 LINEAR FEET	9
SHRUBS	2 PER PROPOSED TREE REQUIRED	19
GROUNDCOVER	2 PER PROPOSED TREE REQUIRED	19
EXISTING TREES REMAINING	25 FEET AROUND THE FOUNDATION	0
TOTAL SUMMARY		
PROPOSED TREES REQUIRED		24
SHRUBS		49
GROUNDCOVER		49
EXISTING TREES REMAINING		2
LANDSCAPE AREA		1050

PARKING TABLE	
PARCEL 1: MAIN CAMPUS	
INSTITUTIONAL RESIDENTIAL:	110 BEDS X 1 SPACE/6 BEDS= 19 SPACES
(MEN RTC, WOMENS RTC, DINING, GROUP,OUT PATIENT, LOBBY/ADMIN, DETOX, HOUSE KEEPING/ MAINTENANCE)	43 EMPLOYEES X 1 SPACE/1 EMPLOYEE= 43 SPACES
	REQUIRED SPACES = 62 SPACES
	ADA SPACES REQUIRED= 4 SPACES
PARCEL 2: SOBER LIVING CAMPUS	
INSTITUTIONAL RESIDENTIAL:	64 BEDS X 1 SPACE/6 BEDS= 11 SPACES
(SOBER LIVING MANAGEMENT, SOBER LIVING WOMENS, SOBER LIVING MENS)	7 EMPLOYEES X 1 SPACE/1 EMPLOYEE= 7 SPACES
	REQUIRED SPACES= 17 SPACES
	ADA SPACES REQUIRED= 1 SPACES
PARCEL 3: SMALL RESTAURANT	
FUTURE RESTAURANT:	4,000 SF X 1 SPACE/100 GSF = 40 SPACES
	6 EMPLOYEES X 1 SPACE/EMPLOYEE = 6 SPACES
	REQUIRED SPACES = 46 SPACES
	46 SPACES X .95 = 44 REQUIRED SPACES
	1 BIKE RACK PROVIDED
PARCEL 4: SMALL RESTAURANT	
FUTURE RESTAURANT:	3,000 SF X 1 SPACE/100 GSF = 30 SPACES
	5 EMPLOYEES X 1 SPACE/EMPLOYEE = 5 SPACES
	REQUIRED SPACES = 35
	1 BIKE RACK PROVIDED
TOTAL CAMPUS SPACES REQUIRED=	79 SPACES PLUS 5 ADA SPACES
TOTAL CAMPUS SPACES PROVIDED=	83 SPACES PLUS 8 ADA SPACES
TOTAL PARKING PROVIDED =	165 SPACES
BIKE RACKS PROVIDED =	9 BIKE RACKS

CLEAR VIEW ZONE CALCULATIONS

ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)[1]	TIME GAP tg (unadjusted)[2]	GRADE ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES[4]	TIME GAP tg(adjusted)[2]	INTERSECTION SIGHT DISTANCE (ISD3)	STOPPING SIGHT DISTANCE (SSD)
D1	North Highway 89	Right	45	6.5	Yes	No	1	6.5	430	360
D2	North Highway 89	Right	45	6.5	Yes	No	1	6.5	430	360
D3	North Highway 89	Left	45	7.5	Yes	Yes	4	9.0	595	360
D4	North Highway 89	Left	45	7.5	Yes	Yes	4	9.0	595	360
D5	North Highway 89	Left	45	5.5	Yes	Yes	4	7.0	463	360
D6	North Highway 89	Left	45	5.5	Yes	Yes	4	7.0	463	360

Notes:

(1)	The major road speed limits (VMAJOR in MPH) are based on existing conditions in the project vicinity.
(2)	The time gap values, adjusted (tg (adjusted) in seconds) and unadjusted (tg (unadjusted) in seconds), are based on the current site plan and the AASHTO-Geometric Design of Highways and Streets Exhibits 9-54 and 9-57 for D1 and D2 and Exhibits 9-66 and 9-67 for M1. The first lane crossed does not warrant an adjustment to the time gap.
(3)	The intersection site distance (ISD in feet) calculations are based on Equation 9-1 in the AASHTO-Geometric Design of Highways and Streets. Equation 9-1: ISD=1.47*VMAJOR*tg
(4)	The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.
(5)	If the approach grade is greater than 3%, add 0.1 seconds for each percent grade.

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

###
ARIZONA

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY

LANDSCAPE, PARKING, & CLEAR VIEW ZONE TABLES

JOB NO: 20136
DATE: MAY 21
SCALE: N/A
DRAWN: HS
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
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REVISIONS

NO.	DESCRIPTION	DATE	BY

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DRAWING NO.
CP04

SHT NO. 5 OF 6

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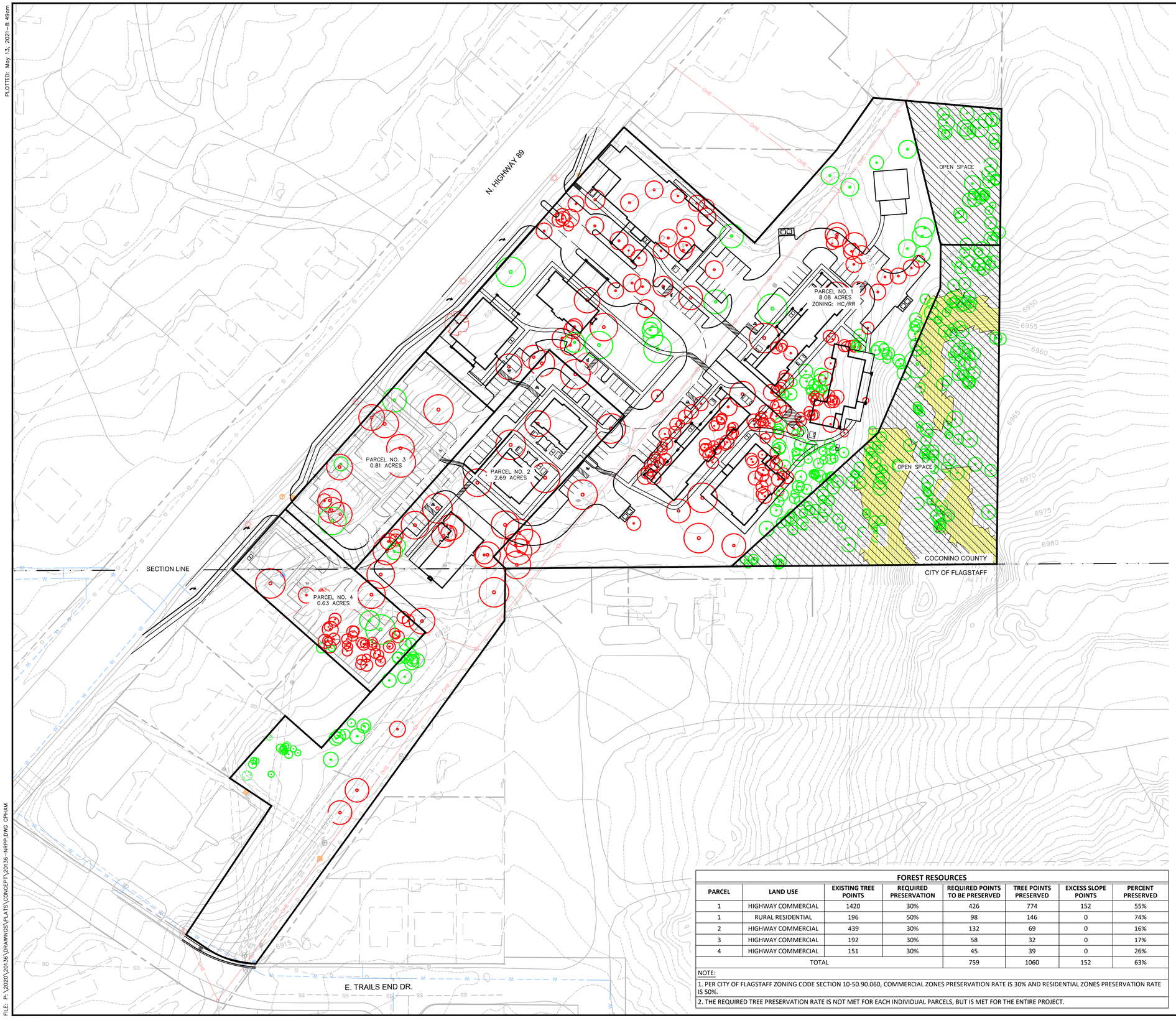

LEGEND

- PRESERVED TREES
- DISTURBED TREES
- EXISTING SLOPE 17–24.99%
- DISTURBED SLOPE 17–24.99%

NOTES:

1. PROPOSED SIDEWALKS WILL MEANDER AROUND EXISTING TREES WHERE POSSIBLE.
2. EXISTING SLOPES ON THE SITE DO NOT EXCEED 24.99%.
3. EXISTING, LARGE, MATURE PONDEROSA PINE TREES WILL BE SAVED WHERE POSSIBLE.
4. PROJECT HAS AREAS THAT ARE OVER 24.99% SLOPE, BUT DOES NOT MEET THE CRITERIA PER CITY OF FLAGSTAFF SECTION 10–50.90.050 OF 100 FEET IN HORIZONTAL DISTANCE OR 10 FEET IN VERTICAL DISTANCE.

STEEP SLOPE RESOURCES	
	COMMERCIAL
REQUIRED PRESERVATION RATE FOR 17-24.99%	60% OF SLOPE AREA
SLOPE AREA (SF) FOR 17-24.99%	25,307
REQUIRED PRESERVATION (SF)	17,715
PRESERVED SLOPE (SF)	25,307
ACTUAL PRESERVATION RATE	100.0%
EXCESS SLOPE FOR 17-24.99% (SF)	7,592
CONVERSION OF EXCESS SLOPE TO EVERY 50 SF	152
TOTAL EXCESS SLOPE PRESERVED SLOPE AREA POINTS	**152**

OPEN SPACE ANALYSIS	
HIGHWAY COMMERCIAL DEVELOPMENT	
TOTAL GROSS SITE AREA (SF)	303,841
15% OF GROSS SITE AREA, NO LESS THAN 400 SF (SF)	45,576
REQUIRED OPEN SPACE (SF)	45,576
PROVIDED OPEN SPACE (SF)	74,832
RURAL RESIDENTIAL DEVELOPMENT	
TOTAL GROSS SITE AREA (SF)	47,697
15% OF GROSS SITE AREA, NO LESS THAN 400 SF (SF)	7,155
REQUIRED OPEN SPACE (SF)	7,155
PROVIDED OPEN SPACE (SF)	19,630
1. Open space is active and passive recreation areas, landscape areas, and community gardens according to the Flagstaff Zoning Code 10-50.110. 2. Open space provided in Parcel No. 1 includes the required open space for the entire project site.	

FOREST RESOURCES

PARCEL	LAND USE	EXISTING TREE POINTS	REQUIRED PRESERVATION	REQUIRED POINTS TO BE PRESERVED	TREE POINTS PRESERVED	EXCESS SLOPE POINTS	PERCENT PRESERVED
1	HIGHWAY COMMERCIAL	1420	30%	426	774	152	55%
1	RURAL RESIDENTIAL	196	50%	98	146	0	74%
2	HIGHWAY COMMERCIAL	439	30%	132	69	0	16%
3	HIGHWAY COMMERCIAL	192	30%	58	32	0	17%
4	HIGHWAY COMMERCIAL	151	30%	45	39	0	26%
TOTAL				759	1060	152	63%

NOTE:

1. PER CITY OF FLAGSTAFF ZONING CODE SECTION 10-50.90.060, COMMERCIAL ZONES PRESERVATION RATE IS 30% AND RESIDENTIAL ZONES PRESERVATION RATE IS 50%.
2. THE REQUIRED TREE PRESERVATION RATE IS NOT MET FOR EACH INDIVIDUAL PARCELS, BUT IS MET FOR THE ENTIRE PROJECT.

SCALE 1" : 60'
0 30 60

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

PRELIMINARY NATURAL PROTECTION PLAN

SUBSTANCE ABUSE & MENTAL HEALTH FACILITY
FLAGSTAFF ARIZONA

JOB NO: 20136
DATE: MAY 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

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NO.	DESCRIPTION	DATE	BY

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DRAWING NO.
NRPP

SHT NO. 6 OF 6

FILE: P:\2020\20136\DRAWINGS\PLATS\CONCEPT\20136-NRPP.DWG CPHAM

PLOTTED: Jul 22, 2021-7:56am

CONCEPT ZONING MAP AMENDMENT

FOR

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF, ARIZONA

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

RESOURCE PRESERVATION

APN 113-17-011A & 301-50-005G DO NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. HOWEVER, AN ANNEXATION AND REZONE WILL REQUIRE A RESOURCE PROTECTION PLAN FOR APN 301-50-005G.

FEMA DESIGNATION:

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6827G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

PROJECT DATA:

PROPOSED BUILDING SQUARE FOOTAGE
MAIN CAMPUS:
DETOX (BUILDING & PATIO): (11,550 SF + 1,191 SF) = 12,741 SF TOTAL
ADMINISTRATION: 3,231 SF
OUTPATIENT PROGRAM (BUILDING & PATIO): (4,453 SF + 1,627 SF) = 6,000 SF TOTAL
RESIDENTIAL TREATMENT CENTER (RTC) MENS (1ST + 2ND FLOOR): 10,546 SF TOTAL
RESIDENTIAL TREATMENT CENTER (RTC) WOMENS (1ST + 2ND FLOOR): 10,546 SF TOTAL
GROUP (BUILDING & PATIO): (5,333 SF + 3,116 SF) = 8,449 SF TOTAL
DINING/KITCHEN (BUILDING & PATIO): (4,128 SF + 1,670 SF) = 5,798 SF TOTAL

SOBER LIVING:
MANAGEMENT: 3,974 SF
MENS (1ST & 2ND FLOOR): 4,974 SF TOTAL
WOMENS (1ST & 2ND FLOOR): 4,974 SF TOTAL

EQUESTRIAN AREA (STABLE & PATIO): (1,800 SF + 700 SF) = 2,500 SF TOTAL

FLOOR AREA RATIO
FLOOR AREA RATIO (FAR) FOR HC: 3.0 MAX
PROPOSED MAIN CAMPUS FAR: 39,241 SF/303,838 SF = 0.13
PROPOSED SOBER LIVING FAR: 8,948 SF/116,842 SF = 0.08
PROPOSED FUTURE LOT 1 FAR: 4,000 SF/35,277 SF = 0.11
PROPOSED FUTURE LOT 2 FAR: 3,000 SF/27,328 SF = 0.11

LOT COVERAGE
LOT COVERAGE FOR RR: 20% MAX
PROPOSED EQUESTRIAN AREA LOT COVERAGE (INCLUDING PATIO): 2,500 SF/ 47,697 SF = 5.24%

BUILDING CONSTRUCTION TYPE
V-B (1 HOUR, SPRINKLED)

BUILDING HEIGHT
BUILDING HEIGHT FOR HC: 60' MAX
BUILDING HEIGHT FOR RR: 35' MAX
PROPOSED BUILDING HEIGHT FOR DINING, RTC MEN AND WOMEN, SOBER LIVING MEN AND WOMEN: 2 STORIES
ALL OTHER BUILDING HEIGHT: SINGLE STORY

PARKING
MAIN CAMPUS:
INSTITUTIONAL RESIDENTIAL: 1 SPACE PER 6 BEDS, PLUS 1 SPACE PER EMPLOYEE
RTC MENS: (40/6 BEDS * 1) + (3 STAFF * 1) = 10 SPACES
RTC WOMENS: (40/6 BEDS * 1) + (3 EMPLOYEES * 1) = 10 SPACES
DINING/KITCHEN: (5 EMPLOYEES * 1) = 5 SPACES
GROUP: (6 EMPLOYEES * 1) = 6 SPACES
OUTPATIENT PROGRAM: (5 EMPLOYEES * 1) = 5 SPACES
ADMINISTRATION: (6 EMPLOYEES * 1) = 6 SPACES
DETOX: (30/6 BEDS * 1) + (7 STAFF * 1) = 12 SPACES
HOUSE KEEPING/MAINTENANCE: (8 EMPLOYEES * 1) = 8 SPACES
TOTAL PARKING REQUIRED: 62 SPACES
ADA PARKING REQUIRED: 4 SPACES

SOBER LIVING:
MANAGEMENT: (3 EMPLOYEES * 1) = 3 SPACES
MENS: (32/6 BEDS * 1) + (2 EMPLOYEES * 1) = 8 SPACES
WOMENS: (32/6 BEDS * 1) + (2 EMPLOYEES * 1) = 8 SPACES
TOTAL PARKING REQUIRED: 19 SPACES
ADA PARKING REQUIRED: 1 SPACES

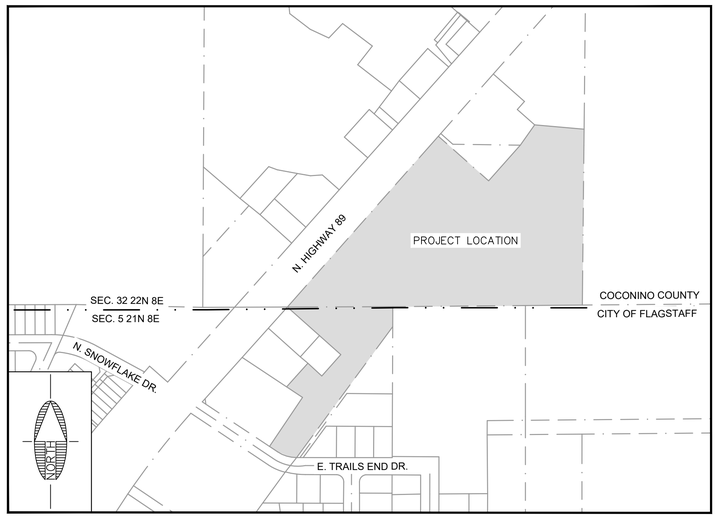
TOTAL MAIN CAMPUS & SOBER LIVING PARKING REQUIRED: 86 SPACES (INCLUDING 5 ADA SPACES)
TOTAL BIKE PARKING REQUIRED: 86 SPACES & 5% = 5 SPACES
TOTAL BIKE PARKING PROVIDED: 9 BIKE RACKS (INCLUDING 3 COVERED)
PARKING REDUCTION: 86 SPACES * 5% = 4.3 SPACES REDUCED
TOTAL MAIN CAMPUS & SOBER LIVING PARKING PROVIDED: 83 SPACES (INCLUDING 8 ADA SPACES)

REQUIRED PARKING FOR FUTURE LOT 1 (4,000 SF):
RESTAURANT: 1 SPACE PER 100 GSF, PLUS 1 SPACE PER EMPLOYEE
TOTAL PARKING REQUIRED: (4,000/100 GSF * 1) + (6 EMPLOYEES * 1) = 46 SPACES
TOTAL BIKE PARKING PROVIDED: 1 BIKE RACK
PARKING REDUCTION: 46 SPACES * 5% = 2.25 SPACES REDUCED
TOTAL PARKING PROVIDED: 45 SPACES (INCLUDING 1 ADA SPACE)

PROPOSED PARKING FOR FUTURE LOT 2 (3,000 SF):
RESTAURANT: 1 SPACE PER 100 GSF, PLUS 1 SPACE PER EMPLOYEE
TOTAL PARKING REQUIRED: (3,000/100 GSF * 1) + (5 EMPLOYEES * 1) = 35 SPACES
TOTAL PARKING PROVIDED: 35 SPACES (INCLUDING 1 ADA SPACE)
TOTAL BIKE PARKING PROVIDED: 1 BIKE RACK

OPEN SPACE
TOTAL OPEN SPACE REQUIRED FOR HC: 45,576 SF
TOTAL OPEN SPACE PROVIDED FOR HC: 74,832 SF

TOTAL OPEN SPACE REQUIRED FOR RR: 7,155 SF
TOTAL OPEN SPACE PROVIDED FOR RR: 19,630 SF



VICINITY MAP
N.T.S.

PROJECT OWNER/DEVELOPER:

FLAGLAND LLC
MIKE ZIPPRICH
7144 E. STETSON, C-200
SCOTTSDALE, AZ 85251
(602)-882-7451

PROPERTY DATA:

FLAGSTAFF REHAB CAMPUS
7000 N. HIGHWAY 89
FLAGSTAFF, AZ 86004

ASSESSOR'S PARCEL NO.
113-17-011A (±2.15 AC) &
301-50-005G (±10.06 AC)

EXISTING ZONING
APN 113-17-011A: HIGHWAY COMMERCIAL (HC)
APN 301-50-005G: CH-10,000

PROPOSED ZONING
APN 301-50-005G: HIGHWAY COMMERCIAL (HC) & RURAL RESIDENTIAL (RR)

PROJECT ENGINEER:

SHEPHARD-WESNITZER, INC.
STEPHEN IRWIN
110 W. DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

PROJECT ARCHITECT:

PAUL D. BUSTAMANTE
16 E. ROUTE 66, SUITE 202
FLAGSTAFF, AZ 86001

SHEET INDEX

SHEET NO.	DRAWING NO.	SHEET TITLE
1	CVR	COVER SHEET
2	CM01	CONTEXT ANALYSIS MAP
3	SM01	SITE ANALYSIS MAP
4	CP01	CONCEPT ZONING PLAN
5	NRPP	NATURAL RESOURCE PROTECTION PLAN

LEGEND

LOT LINE
ROW
EASEMENT
8"SS — GRAVITY SEWER LINE
8"W — PUBLIC WATER LINE
STORM DRAIN PIPE
LOT BOUNDARY
FIRE HYDRANT
W — WATER METER
S — SEWER MANHOLE
GATE VALVE
DRAINAGE ARROW
PROPOSED SEWER SERVICE
PROPOSED WATER SERVICE

EX. LOT LINE
EX. EASEMENT
6945 — EX. INDEX CONTOUR
8"W — EX. WATER LINE
EX. SEWER LINE
G — EX. GAS
S — EX. STORM DRAIN
UGE — EX. UNDERGROUND UTIL.
OHE — EX. OVERHEAD UTIL.
SECTION LINE
EX. ROAD STRIPING
WV — EX. WATER VALVE
EX. SIGNAGE
EX. LIGHT POLE
SCE87478 — EX. ELECTRIC BOX
EX. DRAINAGE ARROW

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF ARIZONA

FLAGSTAFF REHAB CAMPUS

COVER SHEET

JOB NO: 20136
DATE: JUL 21
SCALE: N/A
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

Shephard Wesnitzer, Inc.

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

DRAWING NO.
CVR

SHT NO. 1 OF 5

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - COVER SHEET.DWG CPHAM

PLOTTED: Jul 22, 2021-7:57am



LEGEND

PROPERTY TO BE REZONED

EXISTING PROPERTY LINE

CITY LIMITS

CITY OF FLAGSTAFF ZONING

R1	SINGLE-FAMILY RESIDENTIAL
MR	MEDIUM DENSITY RESIDENTIAL
MH	MANUFACTURED HOUSING
HC	HIGHWAY COMMERCIAL
HI	HEAVY INDUSTRIAL
PF	PUBLIC FACILITY
"CITY"	CITY OF FLAGSTAFF

COCONINO COUNTY ZONING

AR-5	AGRICULTURAL RESIDENTIAL (5 AC)
AR-2 1/2	AGRICULTURAL RESIDENTIAL (2.5 AC)
CH-10,000	COMMERCIAL HEAVY
"COUNTY"	COCONINO COUNTY

SCALE 1" : 150'
0 75 150

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONTEXT ANALYSIS MAP

JOB NO:	20136
DATE:	JUL 21
SCALE:	AS SHOWN
DRAWN:	CNP
DESIGN:	CNP
CHECKED:	SCI

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110 W. Dale Avenue
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928.773.0334
928.774.8934 fax
www.swiaz.com

REVISIONS

NO.	DESCRIPTION	DATE	BY

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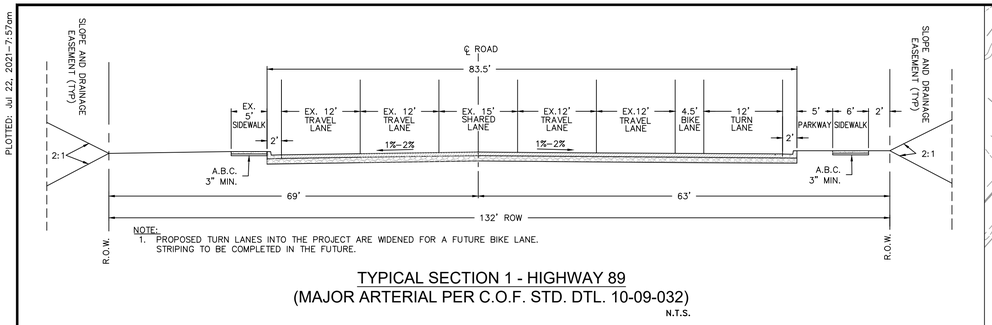
DRAWING NO.
CM01

SHT NO. 2 OF 5

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONTEXT ANALYSIS MAP.DWG CPHAM



TYPICAL SECTION 1 - HIGHWAY 89
(MAJOR ARTERIAL PER C.O.F. STD. DTL. 10-09-032)
N.T.S.

CLEAR VIEW ZONE #D3
53.5'X595'

N. HIGHWAY 89

DETOX

FUTURE EQUESTRIAN AREA

PROPOSED 26' PUE

PROPOSED 8' PUE

PROPOSED 8' PUE

EXISTING 5' WATER LINE EASEMENT

PROPOSED 8' PUE

PROPOSED 26' PAE

ADMINISTRATION

PROPOSED 6" FIRE LINE (TYP.)

OUTPATIENT PROGRAM (OP)

PROPOSED 20' PUE

PROPOSED 20' PUE

PROPOSED 10' PUE

RESIDENTIAL TREATMENT CENTER (RTC) WOMENS

DINING

PROPOSED WATER METER (TYP.)

PROPOSED RPA (TYP.)

PROPOSED FIRE HYDRANT (TYP.)

SOBER LIVING WOMENS

FUTURE COMMERCIAL PAD

PROPOSED 12" WATER MAIN

PROPOSED 8' PUE

RESIDENTIAL TREATMENTS CENTER (RTC) MENS

SOBER LIVING MENS

PROPOSED SEWER SERVICE (TYP.)

GROUP

EXISTING STREET LIGHTS TO BE RELOCATED (TYP.)

PROPOSED WATER SERVICE (TYP.)

PROPOSED 26' PAE

PROPOSED 20' PUE

PROPOSED 15' PUE

CONNECT TO EXISTING WATER MAIN

SECTION LINE

FUTURE COMMERCIAL PAD

SOBER LIVING MANAGEMENT

COCONINO COUNTY

CITY OF FLAGSTAFF

EXISTING 8' ELECTRIC EASEMENT

EXISTING/PROPOSED ULTIMATE DISCHARGE LOCATION

PROPOSED EXTENDED DETENTION BASIN

EXISTING 40' PUE

EXISTING FIRE HYDRANT

RELOCATED FIRE EXISTING FIRE HYDRANT

EXISTING DRAINAGE SWALE

EXISTING OVERHEAD ELECTRIC LINE

PROPOSED SEWER MANHOLE (TYP.)

EXISTING 12" CI WATER MAIN

PROPOSED 26' PUE

PROPOSED 8" SEWER MAIN

EXISTING DIRT ROAD TO REMAIN

EXISTING 16' PUE

EXISTING 25' GAS EASEMENT

EXISTING 16' PUE

EXISTING 10' SEWER EASEMENT

EXISTING GAS LINE

EXISTING 10' SEWER EASEMENT

CONNECT TO EXISTING SEWER MANHOLE

EXISTING 8" PVC SEWER LINE

PROPOSED SCUPPER

EXISTING 8" CI WATER LINE

CONNECT TO EXISTING WATER LINE

EXISTING ULTIMATE STORMWATER DISCHARGE LOCATION

E. TRAILS END DR.

SCALE 1" : 60'
0 30 60

PRELIMINARY

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C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONCEPT ZONING PLAN

JOB NO:	20136
DATE:	JUL 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

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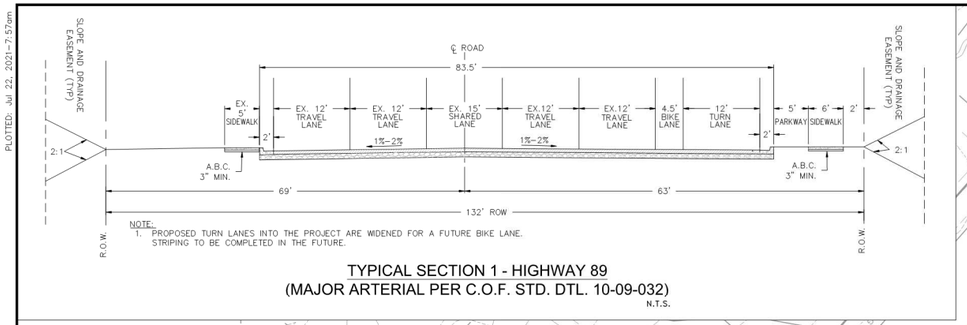
DRAWING NO.
CP01

SHT NO. 4 OF 5

PLOTTED: Jul 22, 2021-7:57am

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONCEPT ZONING PLAN.DWG CPHAM



TYPICAL SECTION 1 - HIGHWAY 89
(MAJOR ARTERIAL PER C.O.F. STD. DTL. 10-09-032)
N.T.S.

Sewer line extension to neighbor to the north.

N. HIGHWAY 89
CLEAR VIEW ZONE #03 53.5'X595'
FUTURE EQUESTRIAN AREA
DETOX
PROPOSED 26' PUE
PROPOSED 8' PUE
EXISTING 5' WATER LINE EASEMENT
PROPOSED 26' PAE
ADMINISTRATION
PROPOSED 6" FIRE LINE (TYP.)
OUTPATIENT PROGRAM (OP)
PROPOSED 20' PUE
RESIDENTIAL TREATMENT CENTER (RTC) WOMENS
PROPOSED 10' PUE
PROPOSED WATER METER (TYP.)
PROPOSED RPA (TYP.)
DINING
PROPOSED FIRE HYDRANT (TYP.)
SOBER LIVING WOMENS
FUTURE COMMERCIAL PAD
RESIDENTIAL TREATMENTS CENTER (RTC) MENS
PROPOSED 12" WATER MAIN
SOBER LIVING MENS
PROPOSED SEWER SERVICE (TYP.)
GROUP
EXISTING STREET LIGHTS TO BE RELOCATED (TYP.)
PROPOSED WATER SERVICE (TYP.)
PROPOSED 15' PUE
CONNECT TO EXISTING WATER MAIN
SECTION LINE
SOBER LIVING MANAGEMENT
COCONINO COUNTY
CITY OF FLAGSTAFF
EXISTING 8' ELECTRIC EASEMENT
EXISTING/PROPOSED ULTIMATE DISCHARGE LOCATION
PROPOSED EXTENDED DETENTION BASIN
EXISTING 40' PUE
EXISTING FIRE HYDRANT
RELOCATED FIRE EXISTING FIRE HYDRANT
EXISTING DRAINAGE SWALE
EXISTING OVERHEAD ELECTRIC LINE
EXISTING 12" CI WATER MAIN
PROPOSED SEWER MANHOLE (TYP.)
PROPOSED 26' PUE
PROPOSED 8" SEWER MAIN
EXISTING DIRT ROAD TO REMAIN
EXISTING 16' PUE
EXISTING 25' GAS EASEMENT
EXISTING 16' PUE
EXISTING 10' SEWER EASEMENT
EXISTING GAS LINE
EXISTING 10' SEWER EASEMENT
CONNECT TO EXISTING SEWER MANHOLE
EXISTING 8" PVC SEWER LINE
PROPOSED SCUPPER
EXISTING 8" CI WATER LINE
CONNECT TO EXISTING WATER LINE
EXISTING ULTIMATE STORMWATER DISCHARGE LOCATION
E. TRAILS END DR.

SCALE 1" = 60'
0 30 60

Exhibit #1

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONCEPT ZONING PLAN

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

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REVISIONS

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DRAWING NO.
CP01

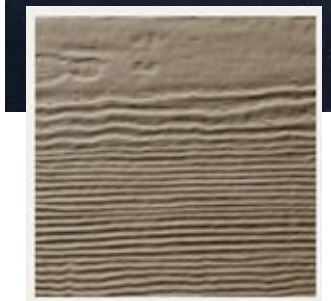
SHT NO. 4 OF 5

PLOTTED: Jul 22, 2021-7:57am
FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONCEPT ZONING PLAN.DWG CPHAM

Flagstaff Location







Khaki Brown ›



Timber Bark ›



Aged Pewter ›



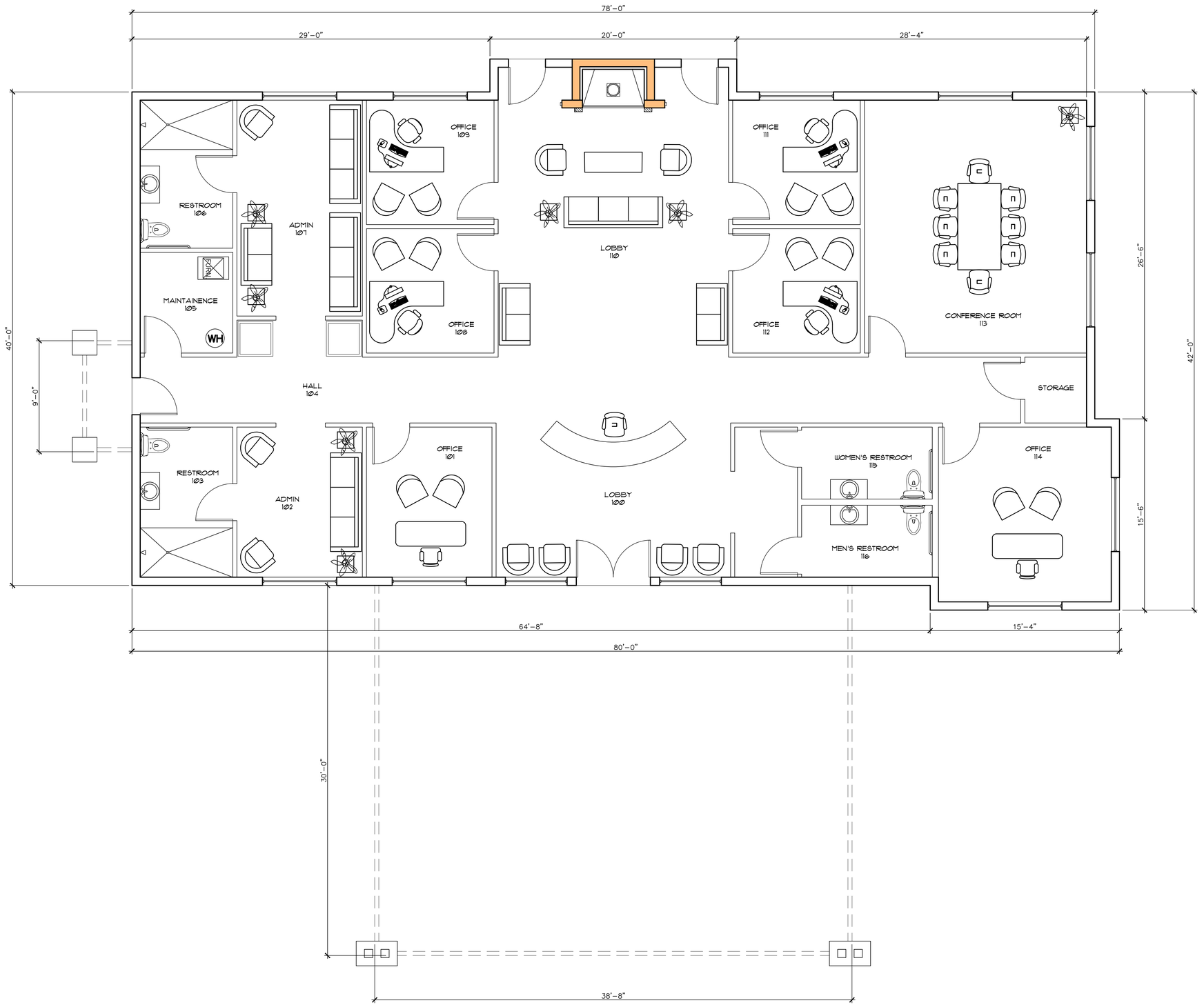
Ledgestone Series

(Click to view all Ledgestone Veneer styles)



Stone Combinations

(Click to view all Stone Combination styles)



1 Admin. Floor Plan

SCALE: 1/4" = 1'-0"

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development

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.7744
email:PDBarchitect@aol.com

paul d. bustamante
architect

Health Facility - Admin Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
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Revisions	By

Drawn: LJ

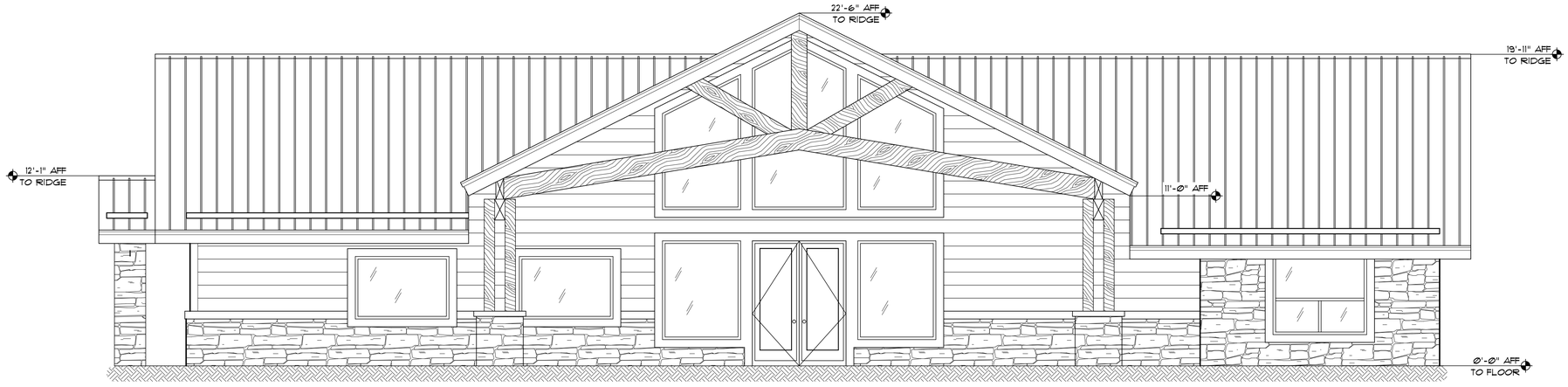
Date: January 19, 2021

Job No:

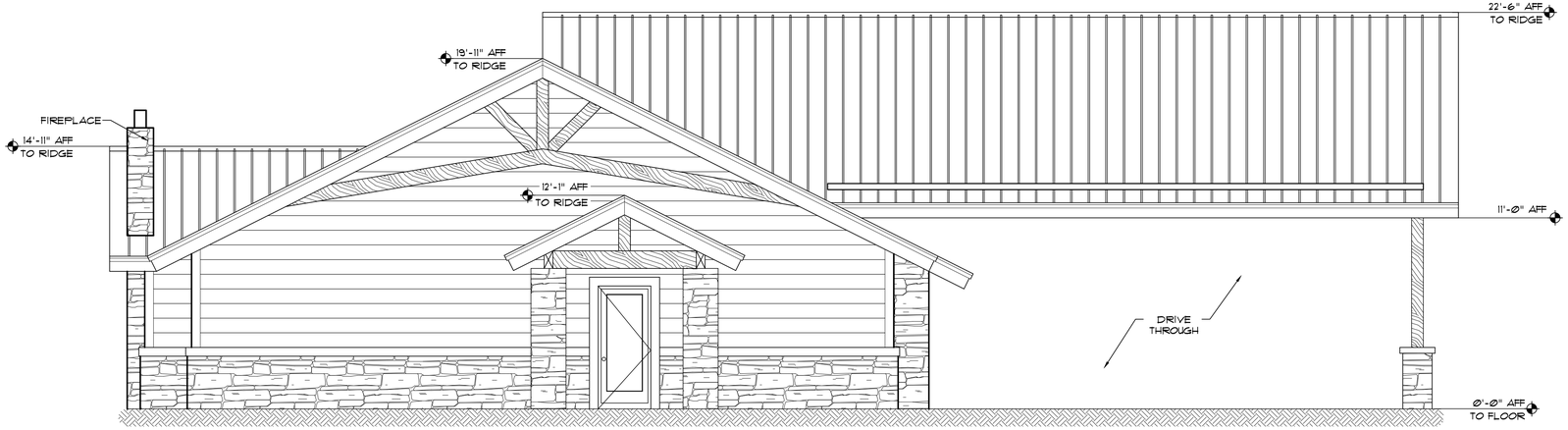
SHEET

A-AD1.0

FLOOR PLAN
ADMIN.
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-Ø"



2 WEST ELEVATION
SCALE: 1/4" = 1'-Ø"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

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Health Facility - Admin Building
Highway 89-A
Flagstaff, AZ

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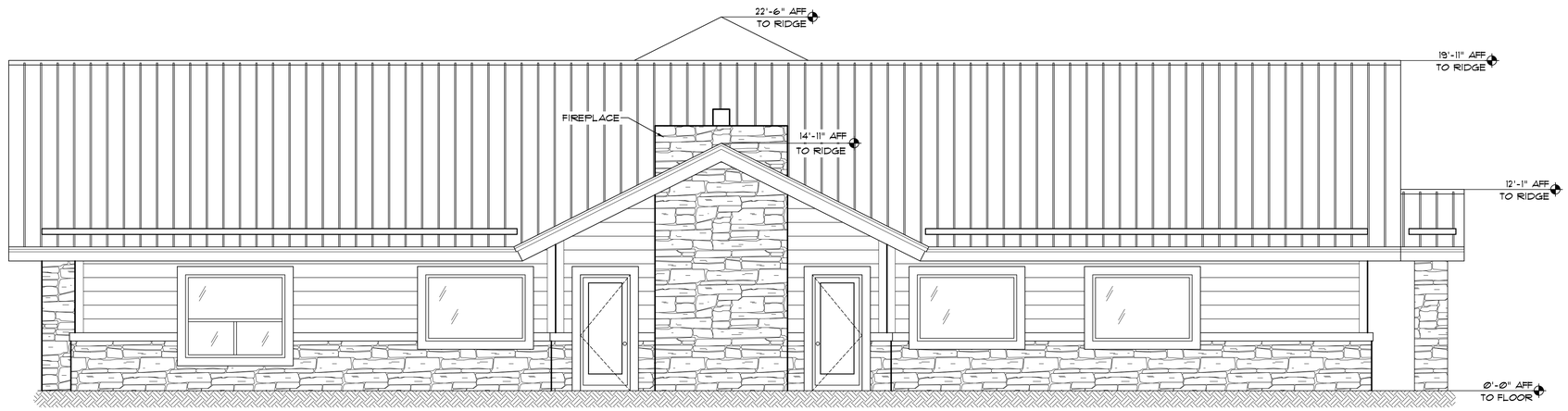
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: January 19, 2021
Job No:

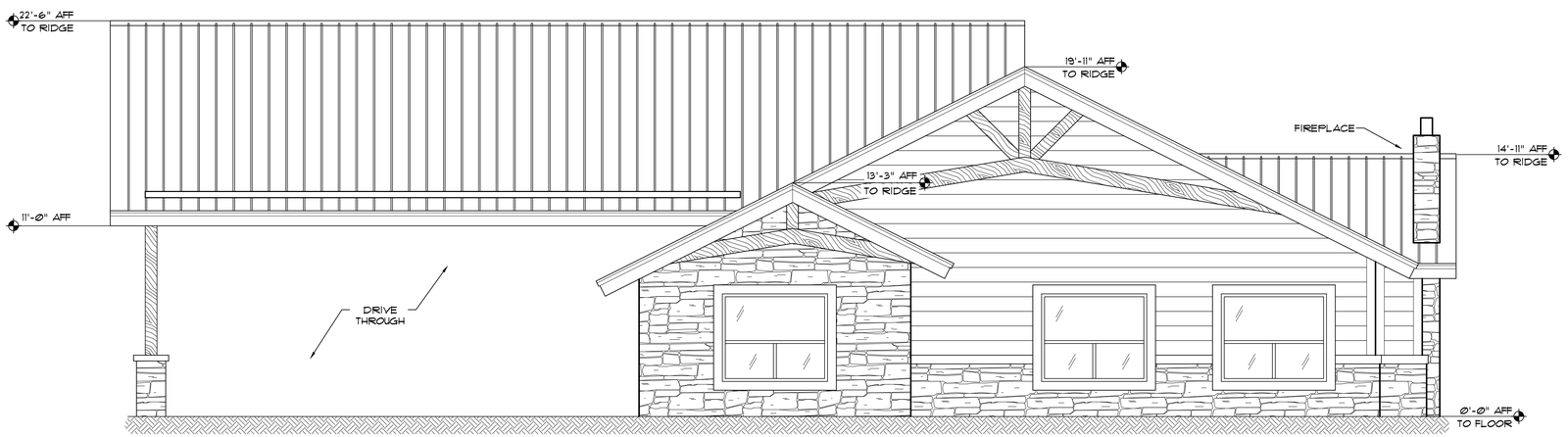
SHEET
A-AD2.0

EXTERIOR ELEVS
ADMIN
SCALE: 1/4" = 1'-Ø"



1 NORTH ELEVATION

SCALE: 1/4" = 1'-Ø"



2 EAST ELEVATION

SCALE: 1/4" = 1'-Ø"

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Revisions	By

Drawn: LJ

Date: January 19, 2021

Job No:

SHEET

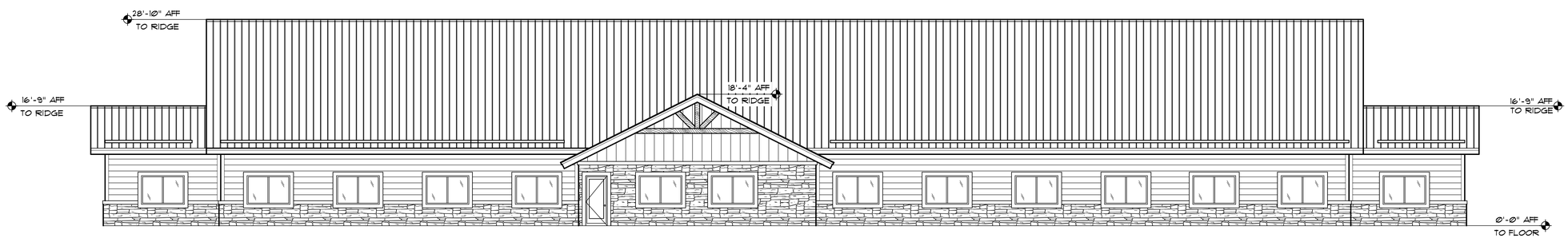
A-AD2.1

EXTERIOR ELEVS
ADMIN.
SCALE: 1/4" = 1'-Ø"



1 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

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Revisions	By

Drawn: LJ

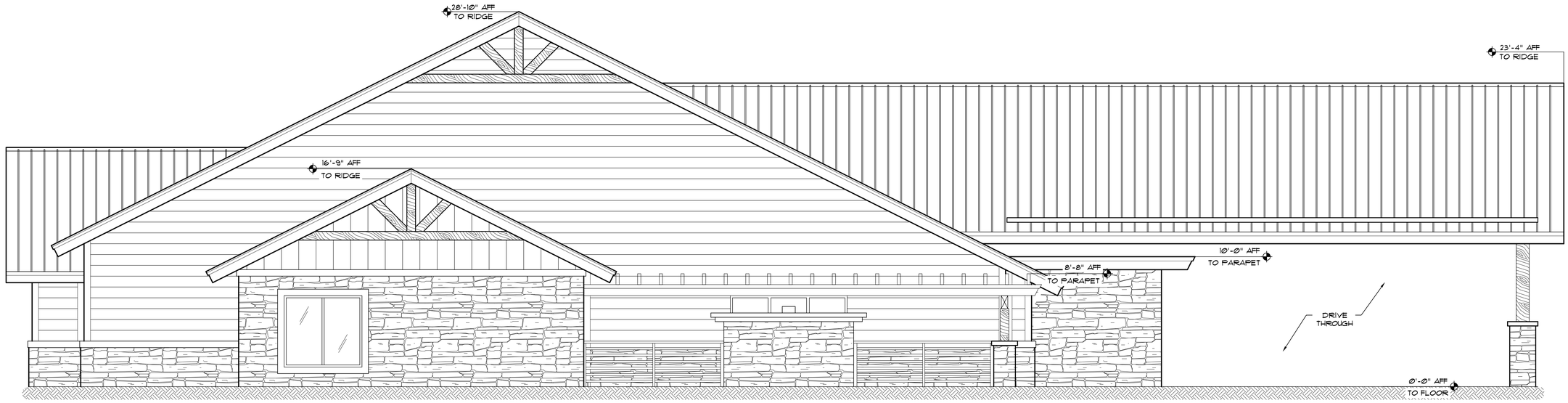
Date: February 5, 2021

Job No:

SHEET

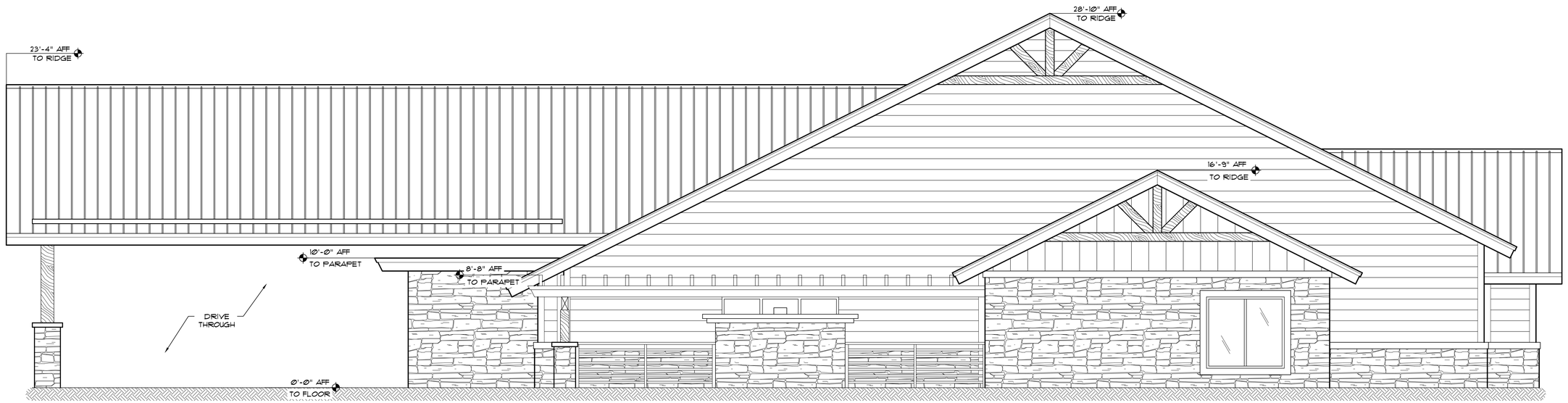
A-DT2.0

EXTERIOR ELEVS
DETOX
SCALE: 1/8" = 1'-0"



1 WEST ELEVATION

SCALE: 1/4" = 1'-0"



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"

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Flagstaff, AZ

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NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

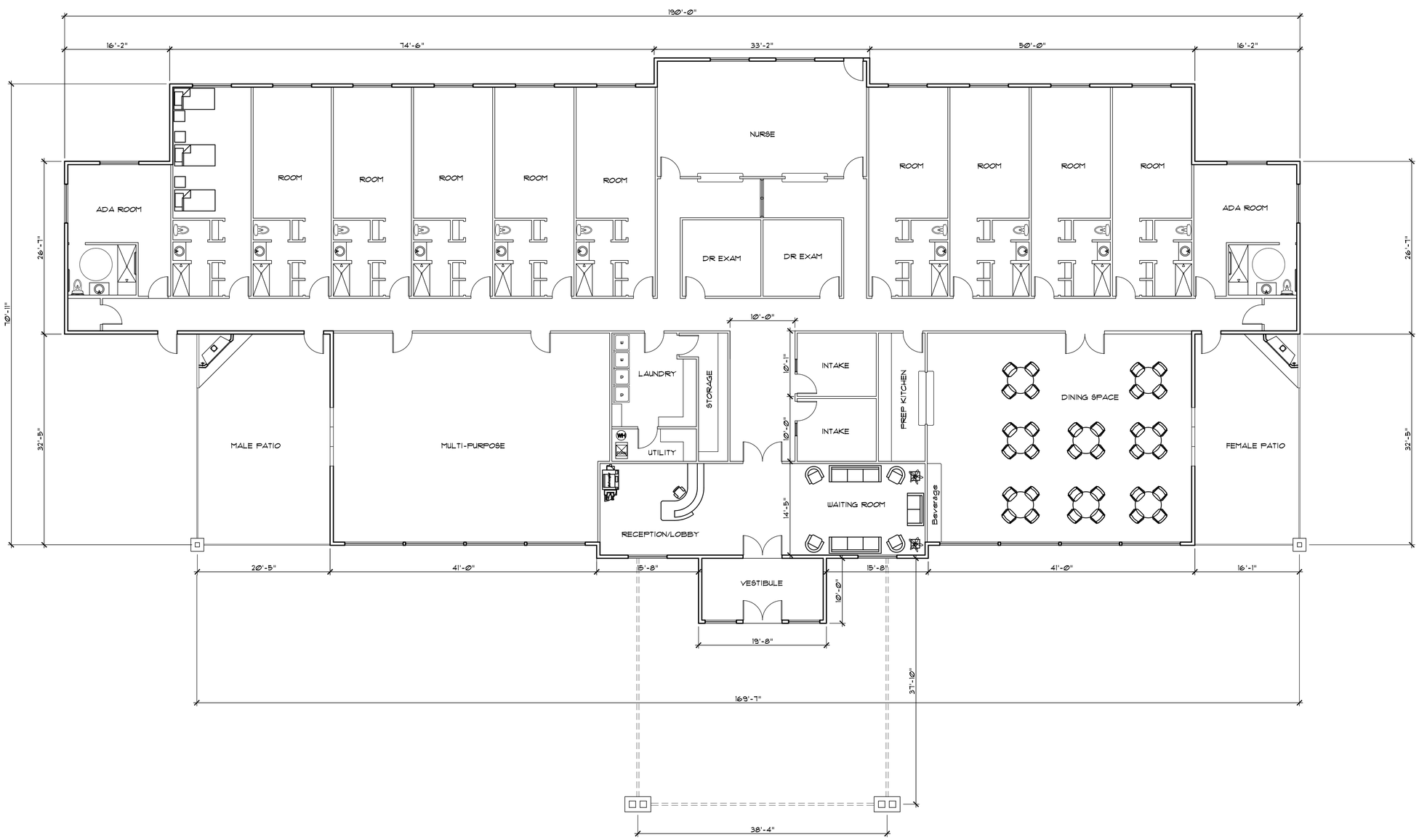
Date: February 5, 2021

Job No:

SHEET

A-DT2.1

EXTERIOR ELEVS
DETOX
SCALE: 1/4" = 1'-0"



1 Detox Floor Plan
SCALE: 1/8" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.7744
email: PDBarchitect@aol.com

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Health Facility - Detox Building
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Flagstaff, AZ

PRELIMINARY
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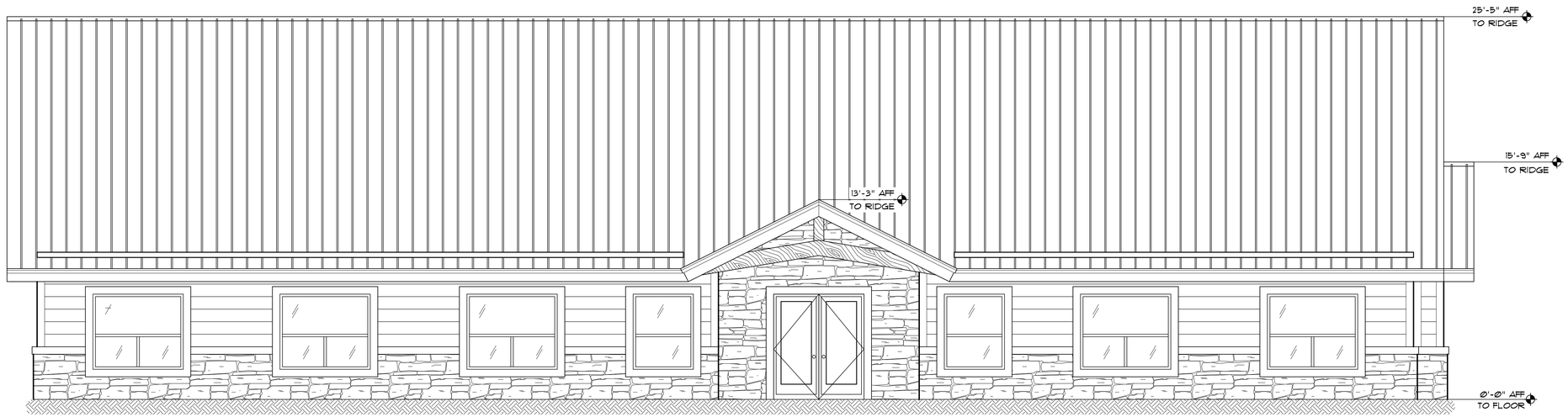
Revisions	By

Drawn: LJ
Date: January 19, 2021
Job No:

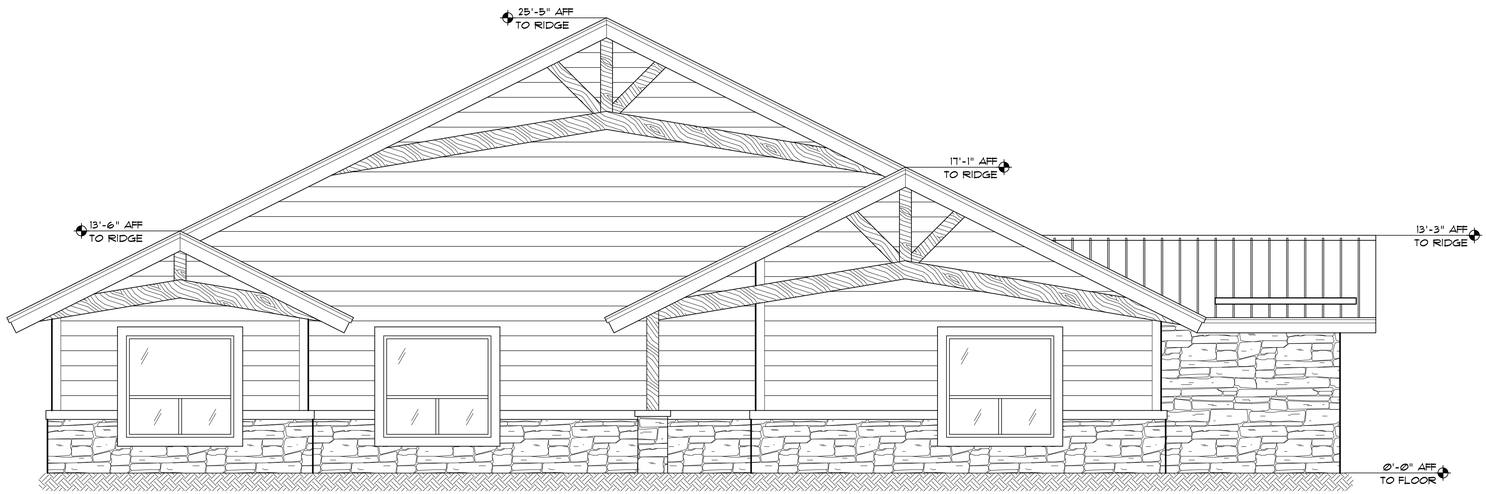
SHEET
A-DT1.0

FLOOR PLAN
DETOX
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION

SCALE: 1/4" = 1'-Ø"



2 WEST ELEVATION

SCALE: 1/4" = 1'-Ø"

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Health Facility - Group Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

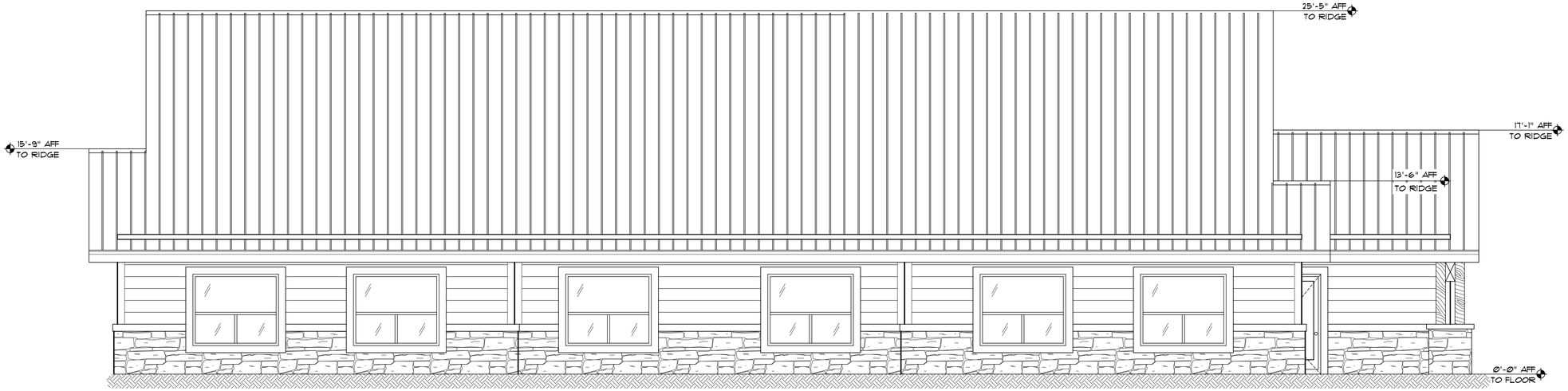
Date: January 19, 2021

Job No:

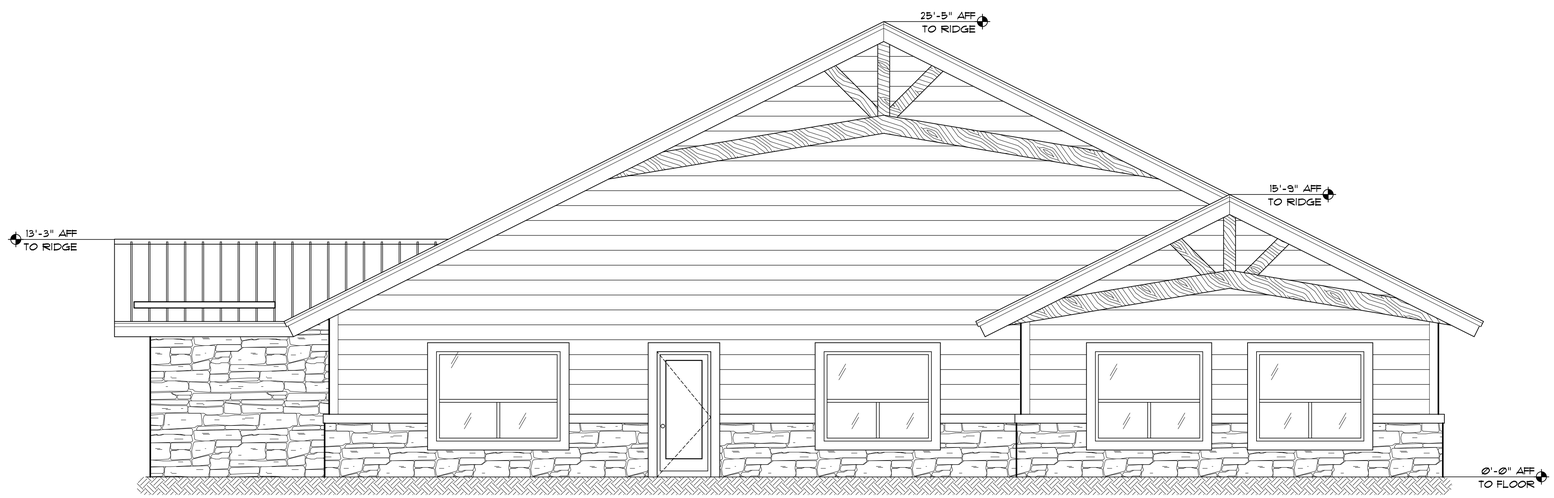
SHEET

A-GR2.0

EXTERIOR ELEVS
GROUP
SCALE: 1/4" = 1'-Ø"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-Ø"



2 EAST ELEVATION
SCALE: 1/4" = 1'-Ø"

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Health Facility - Group Building
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Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

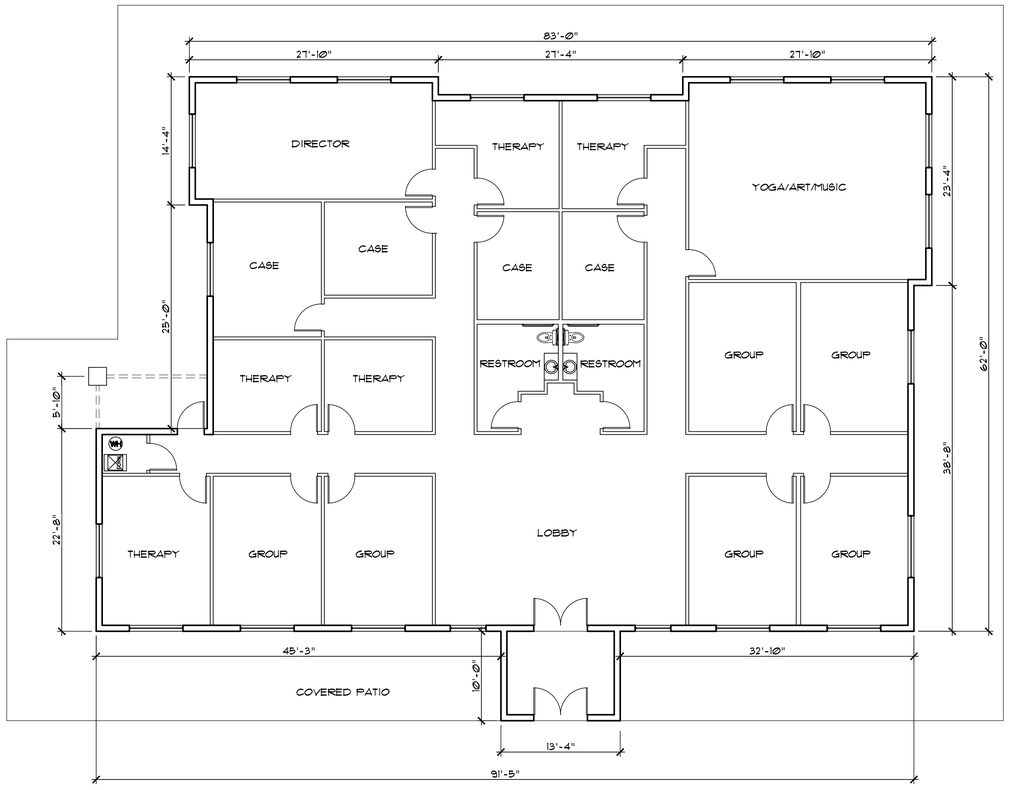
Drawn: LJ

Date: January 19, 2021

Job No:

SHEET
A-GR2.1

EXTERIOR ELEVS
GROUP
SCALE: 1/4" = 1'-Ø"



1 Group Floor Plan

SCALE: 1/8" = 1'-Ø"

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email:PDBarchitect@aol.com

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development

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Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

Date: January 19, 2021

Job No:

SHEET

A-GR1.0

FLOOR PLAN
Group
SCALE: 1/8" = 1'-Ø"



1 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



2 WEST ELEVATION

SCALE: 1/4" = 1'-0"

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architect

Health Facility - Kitchen/Dining
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

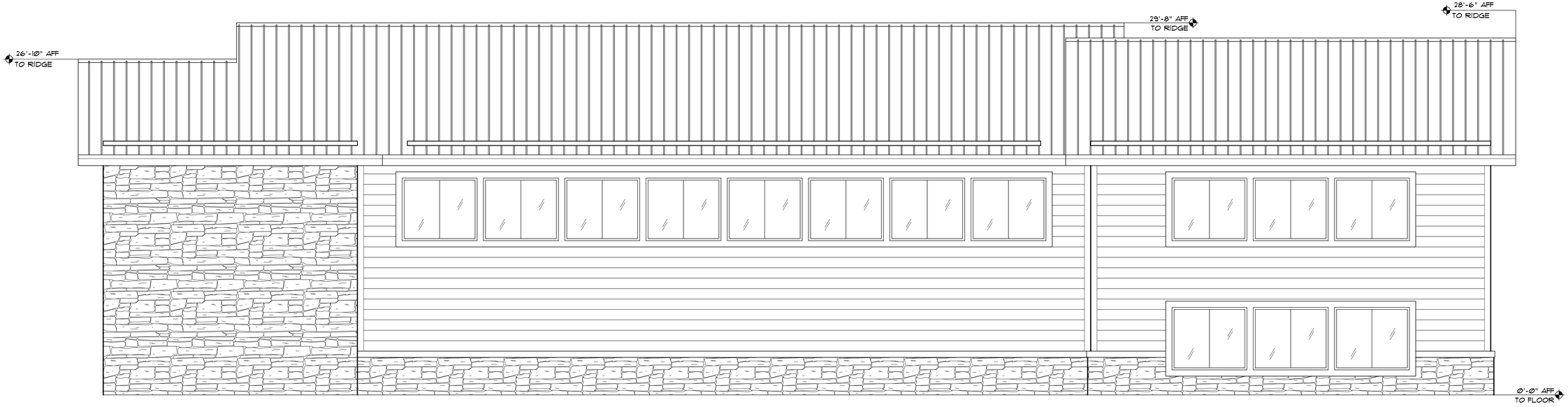
Date: January 19, 2021

Job No:

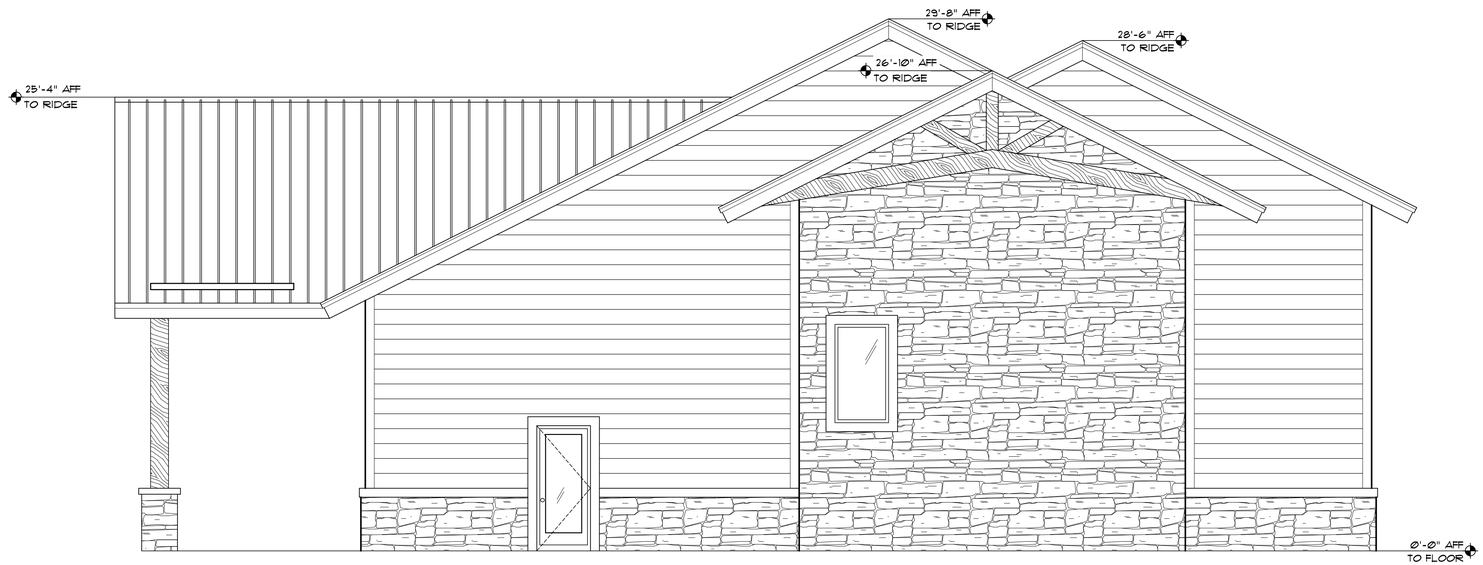
SHEET

A-KD2.0

EXTERIOR ELEVS
Kitchen/Dining
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

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Health Facility - Kitchen/Dining
Highway 89-A
Flagstaff, AZ

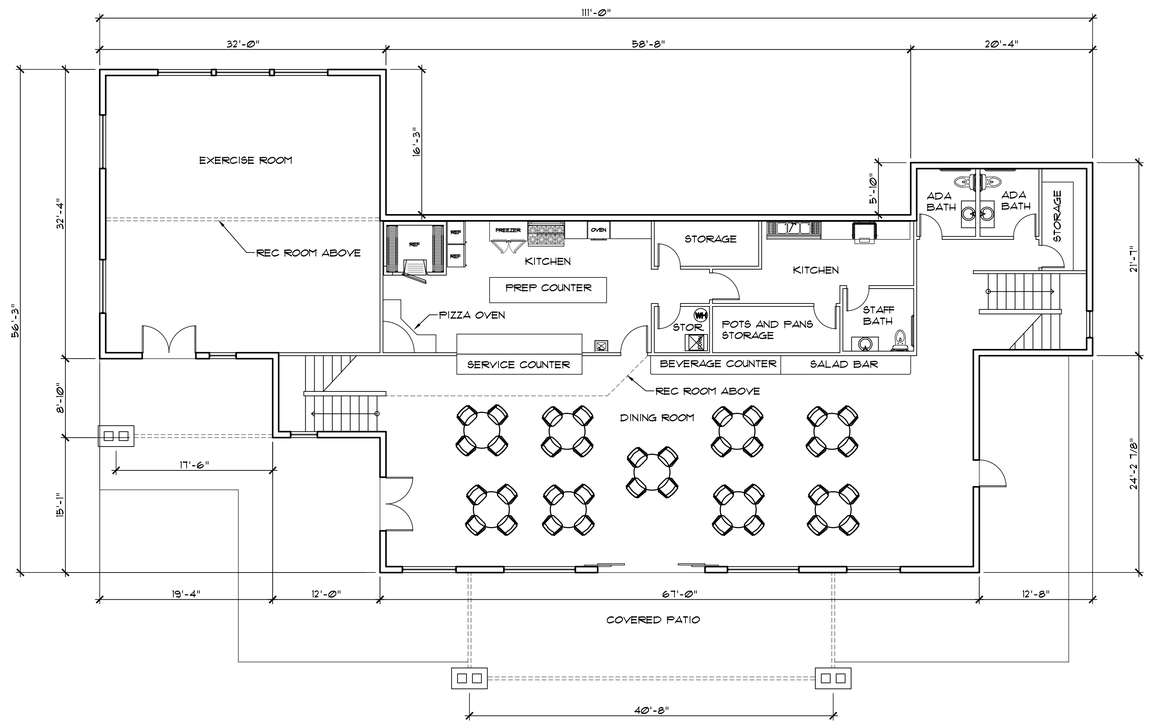
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: January 19, 2021
Job No:

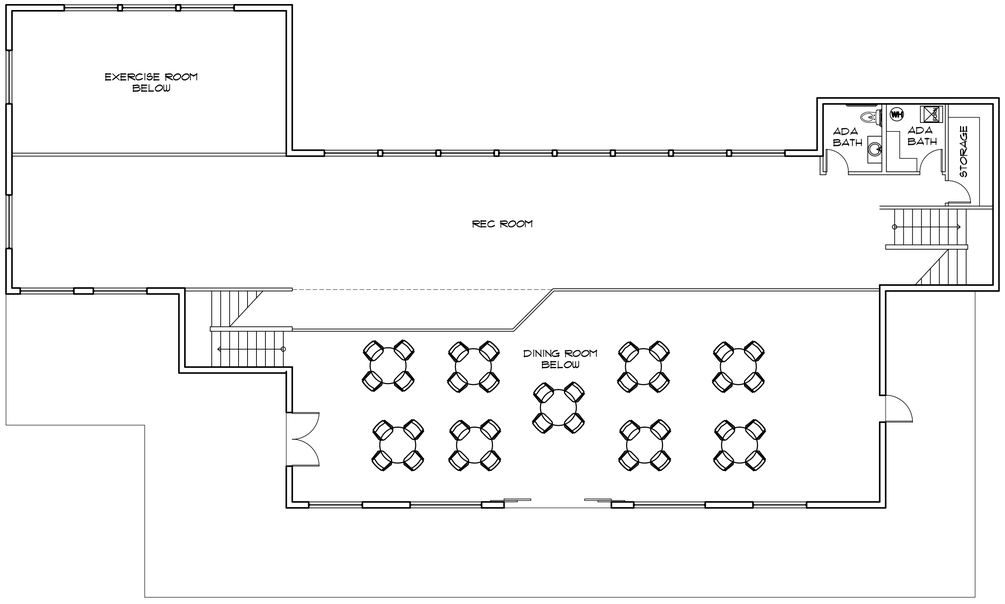
SHEET
A-KD2.1

EXTERIOR ELEVS
Kitchen/Dining
SCALE: 1/4" = 1'-0"



1 Kitchen/Dining Lower Level Floor Plan

SCALE: 1/8" = 1'-0"



2 Kitchen/Dining Upper Level Floor Plan

SCALE: 1/8" = 1'-0"

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PRELIMINARY
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Revisions	By

Drawn: LJ

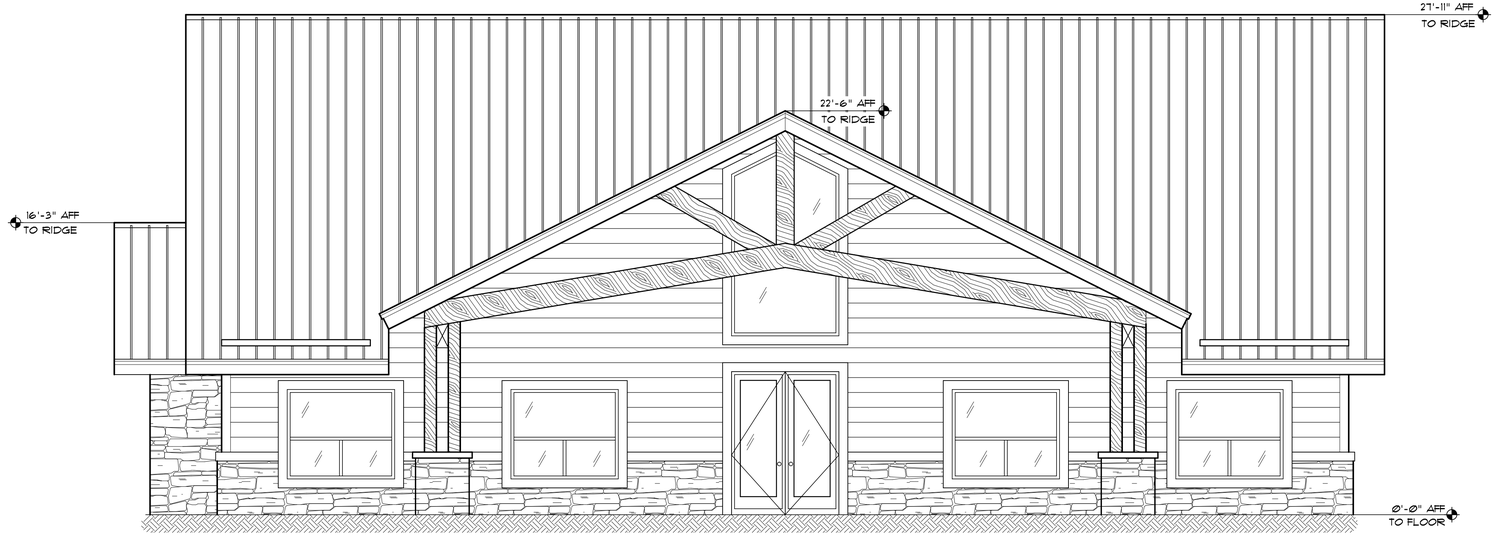
Date: January 19, 2021

Job No:

SHEET

A-KD1.0

FLOOR PLANS
KITCHEN/DINING
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION (FRONT)
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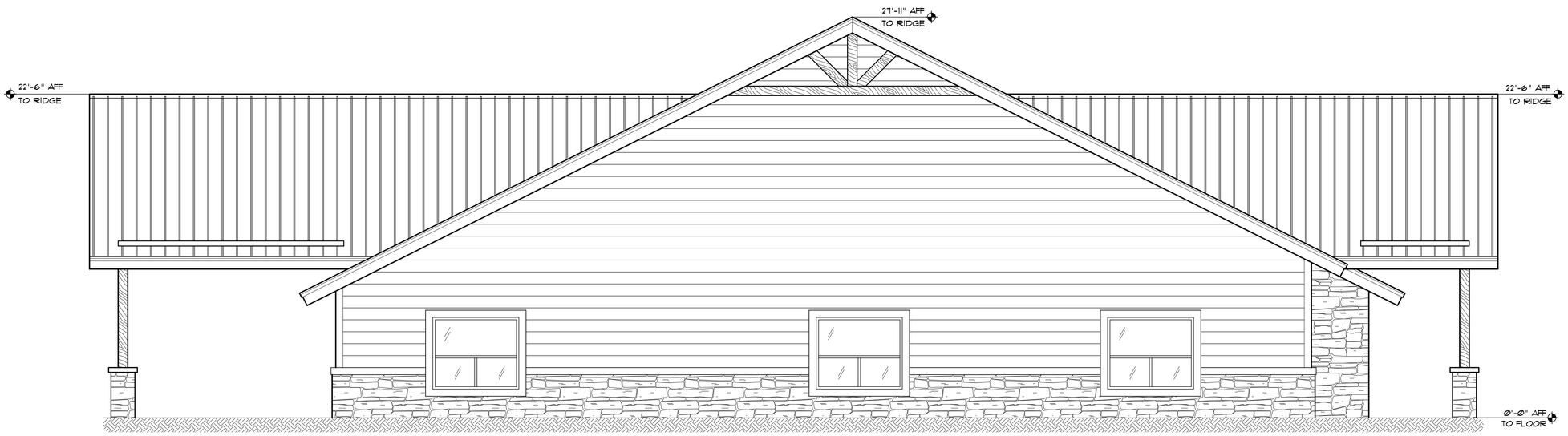

2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

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PRELIMINARY
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Revisions	By

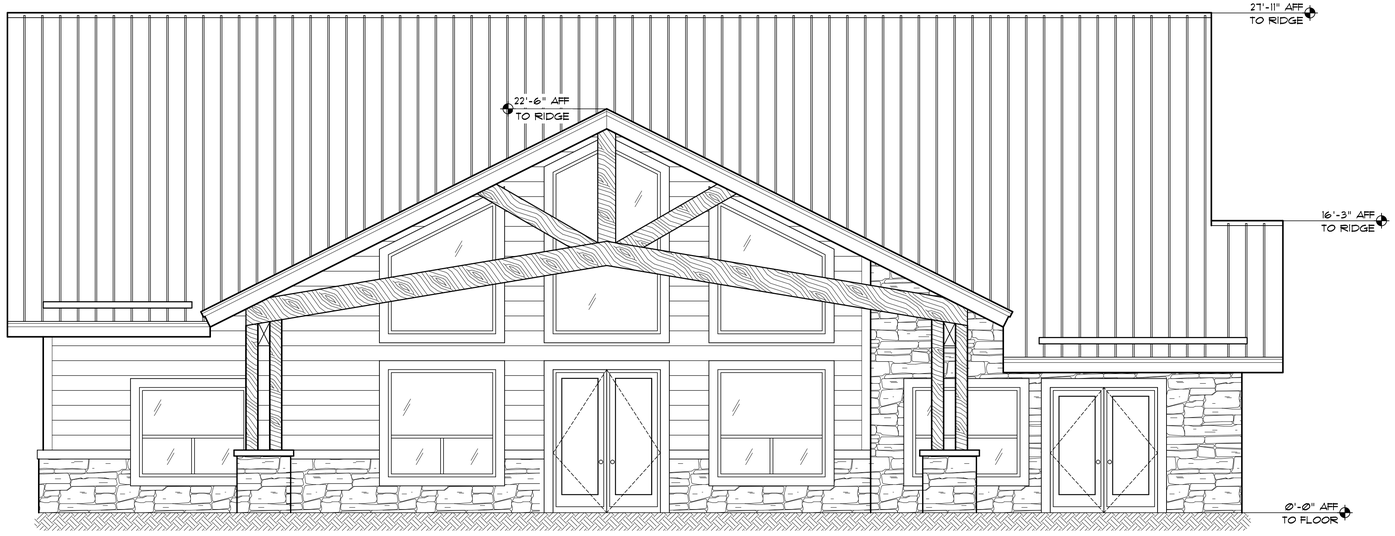
Drawn: LJ

Date: February 4, 2021

Job No:

SHEET
A-OP2.0

EXTERIOR ELEVS
OP
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION (BACK)

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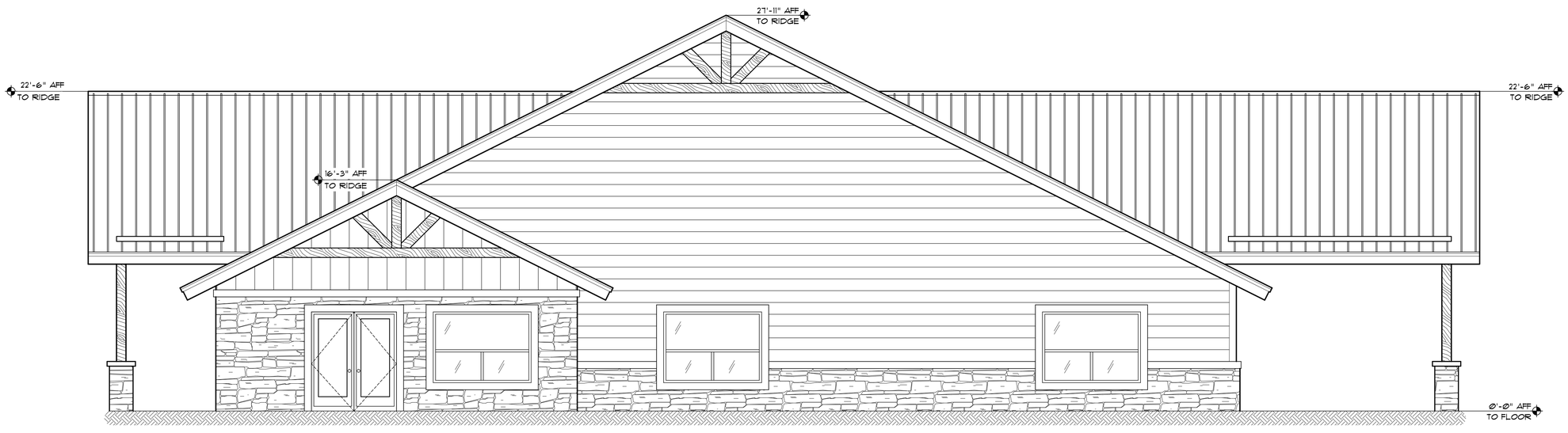

2 EAST ELEVATION

SCALE: 1/4" = 1'-0"

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Health Facility - OP Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

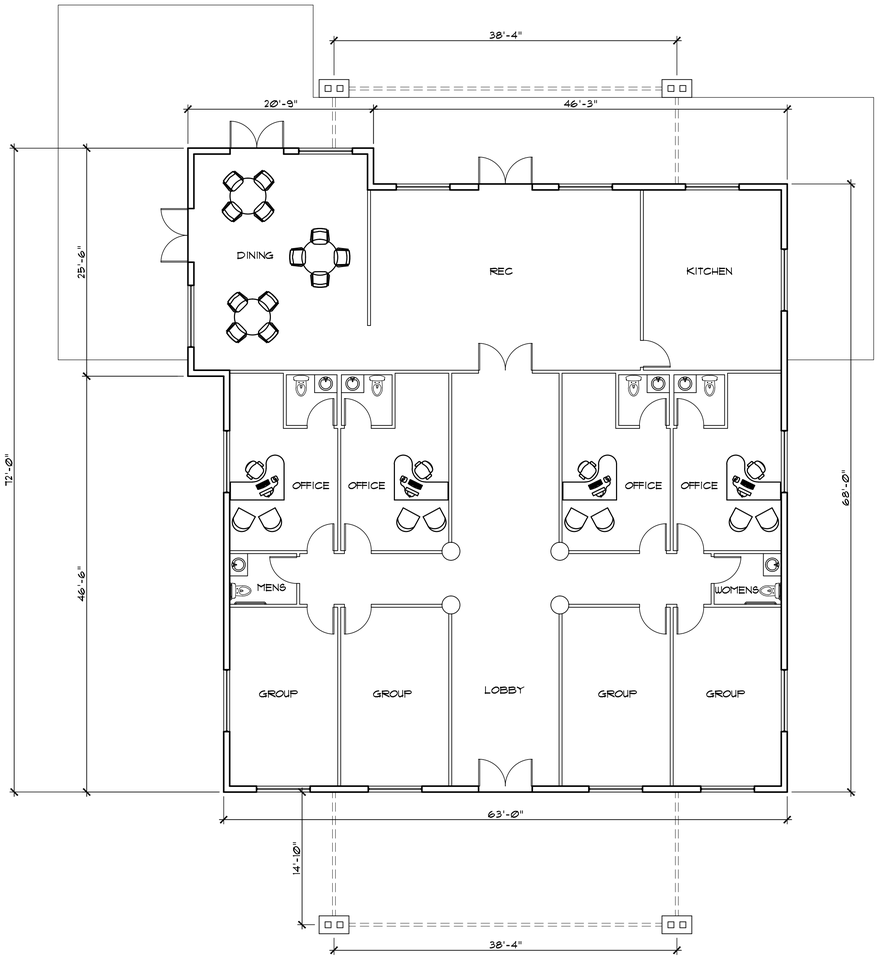
Date: February 3, 2021

Job No:

SHEET

A-OP2.1

EXTERIOR ELEVS
OP
SCALE: 1/4" = 1'-0"



1 IOP Floor Plan

SCALE: 1/8" = 1'-0"

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Health Facility - IOP Building
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Flagstaff, AZ

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Revisions	By

Drawn: LJ

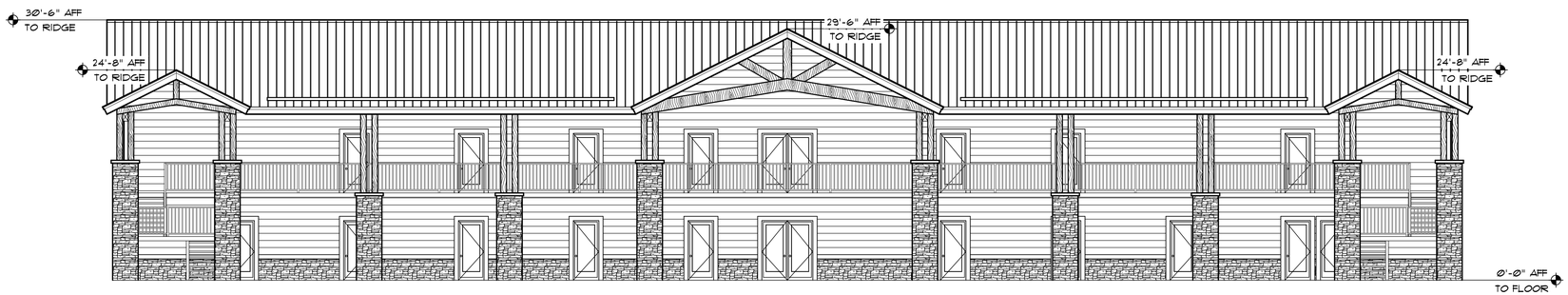
Date: January 19, 2021

Job No:

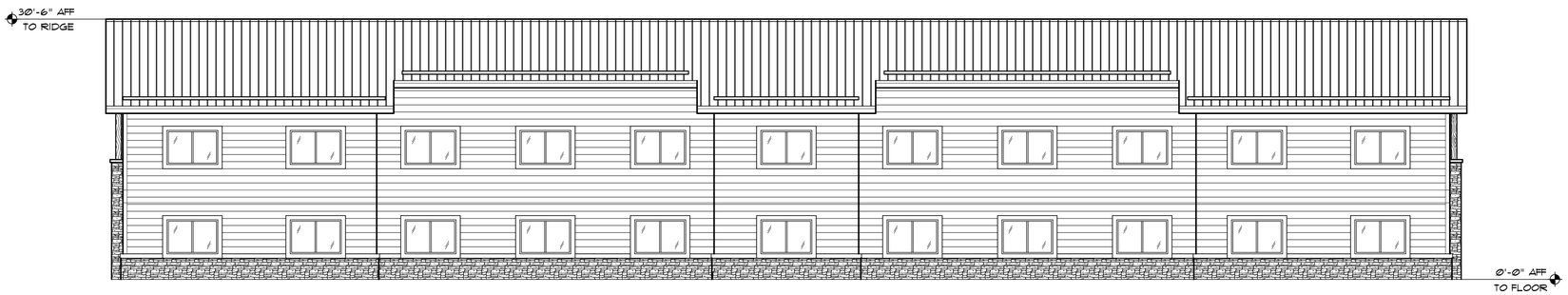
SHEET

A-IOP1.0

FLOOR PLAN
IOP
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

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Health Facility - RTC Men & Women
12425 N 19TH AVE
Phoenix, AZ 85029

PRELIMINARY
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Revisions	By

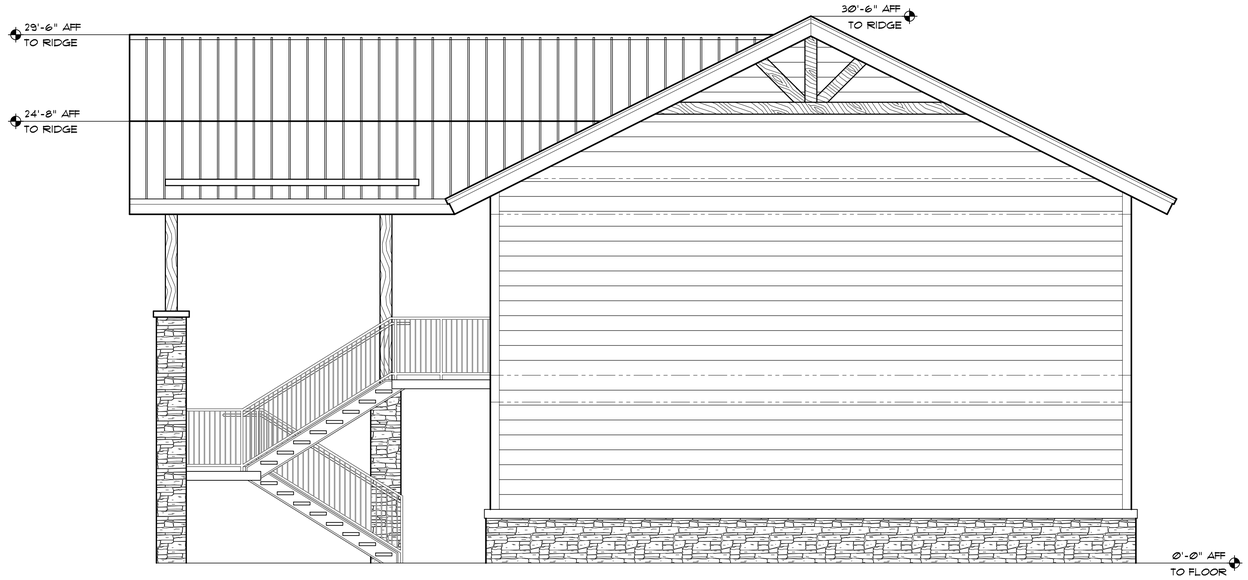
Drawn: LJ

Date: April 6, 2021

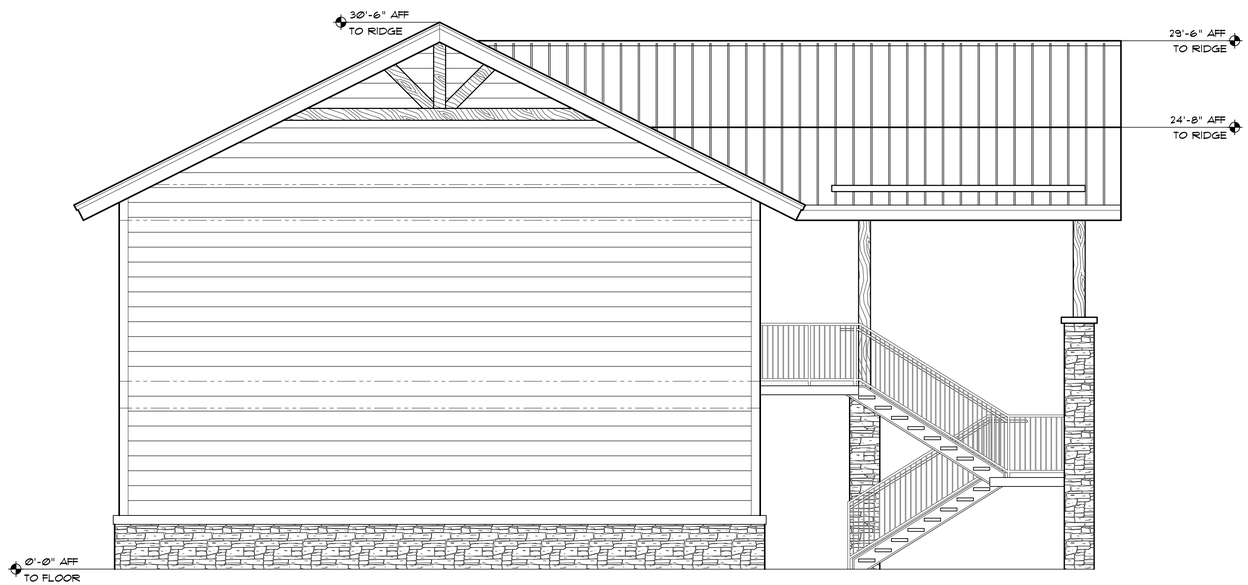
Job No:

SHEET
A-RTC2.0

EXTERIOR ELEVS
RTC MEN & WOMEN
SCALE: 1/8" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

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Health Facility - RTC Men & Women
12425 N 19TH AVE
Phoenix, AZ 85029

PRELIMINARY
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Revisions	By

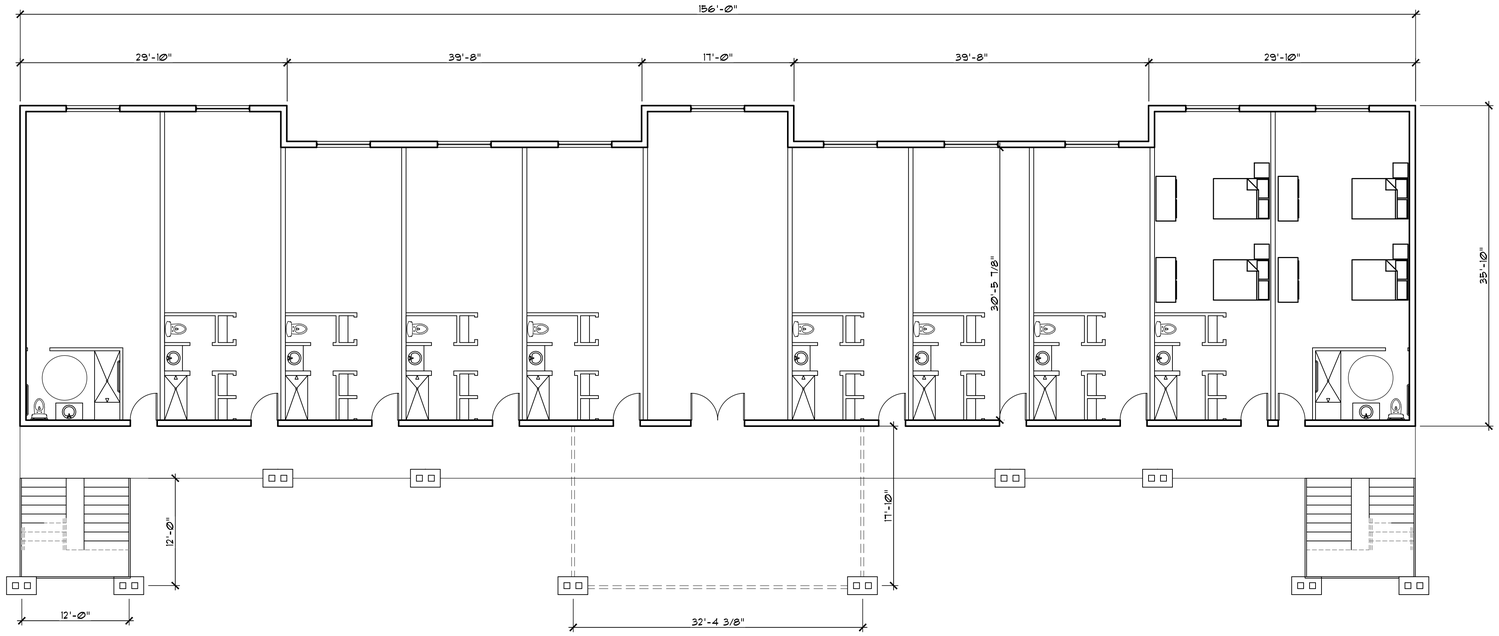
Drawn: LJ

Date: April 6, 2021

Job No:

SHEET
RTC2.1

EXTERIOR ELEVS
RTC MEN & WOMEN
SCALE: 1/4" = 1'-0"



1 RTC Upper Floor Plan

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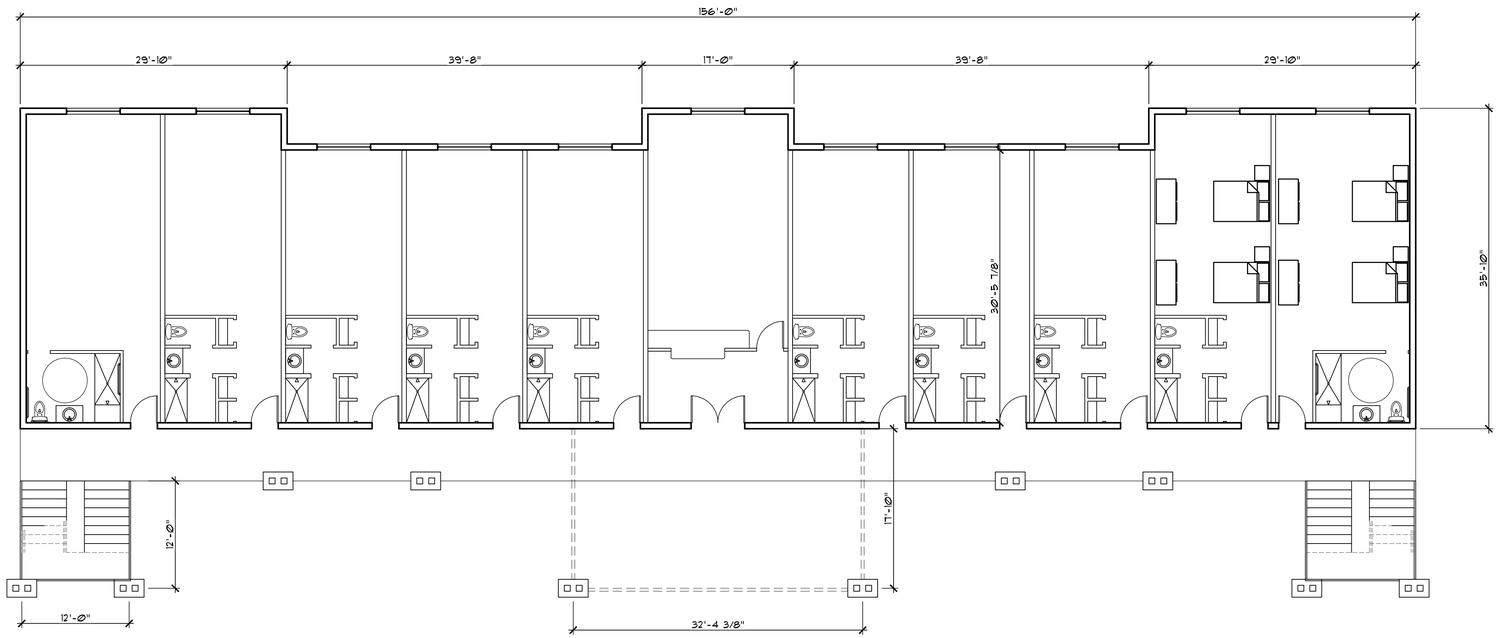

2 RTC Lower Floor Plan

SCALE: 1/8" = 1'-Ø"

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Health Facility - RTC Building
Highway 89-A
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PRELIMINARY
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Revisions	By

Drawn: LJ

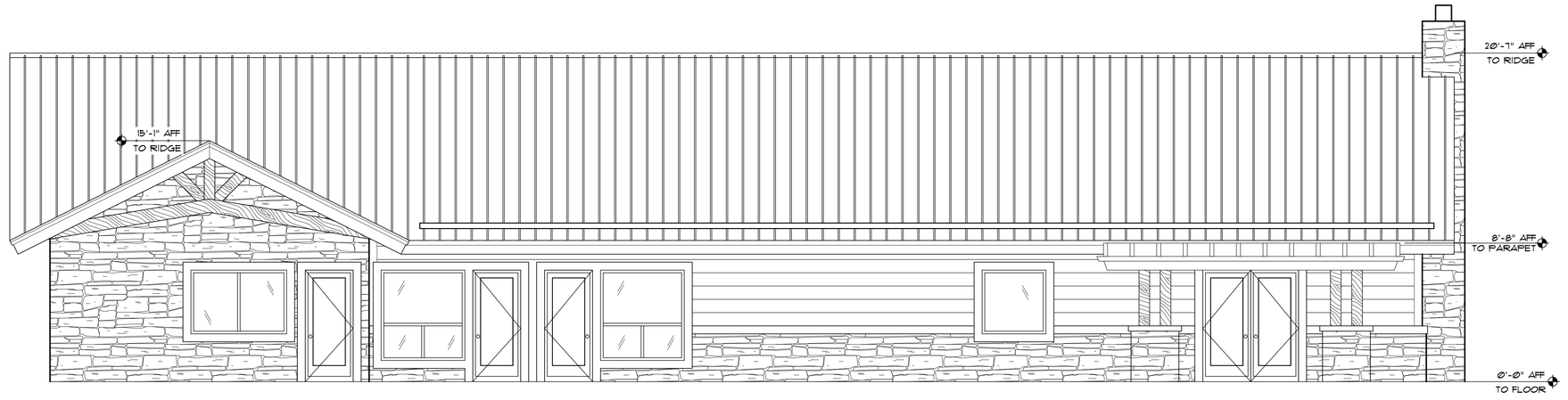
Date: May 12, 2021

Job No:

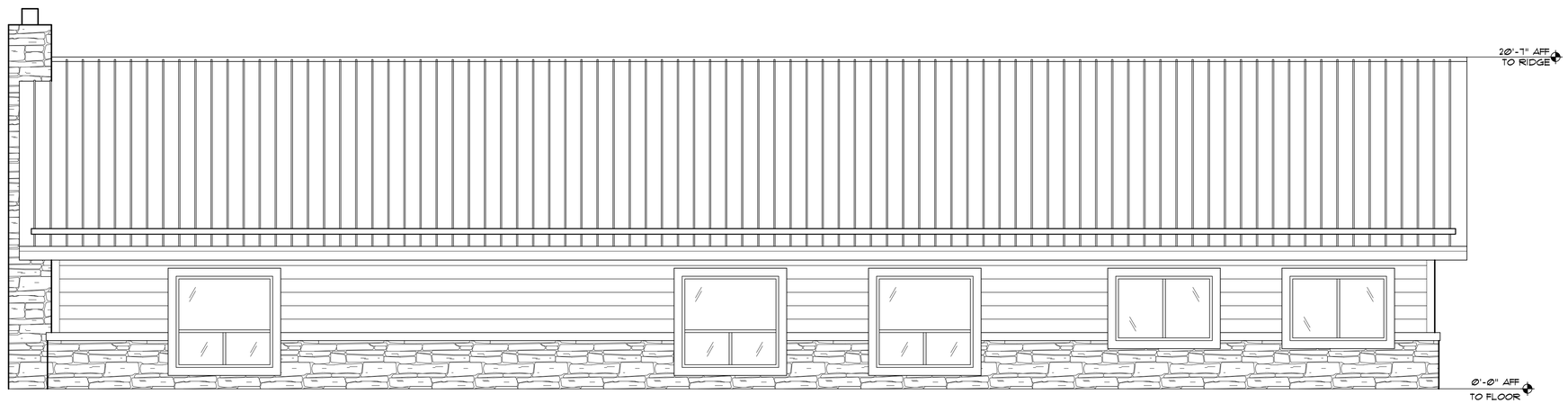
SHEET

A-RTC1.0

FLOOR PLAN
RTC MEN
SCALE: 1/8" = 1'-Ø"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

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Sober Living - Management
Highway 89-A
Flagstaff, AZ

PRELIMINARY
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Revisions	By

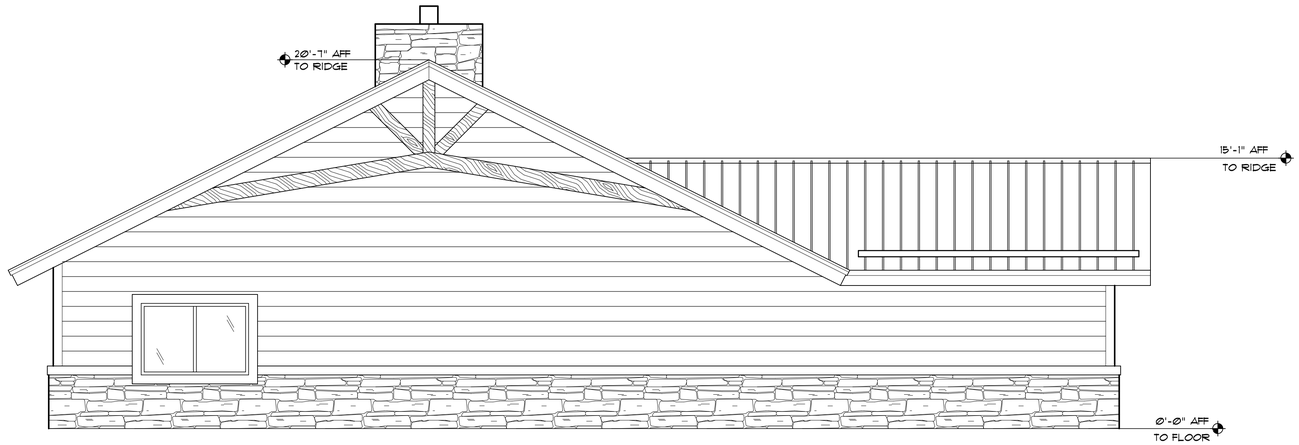
Drawn: LJ

Date: January 21, 2021

Job No:

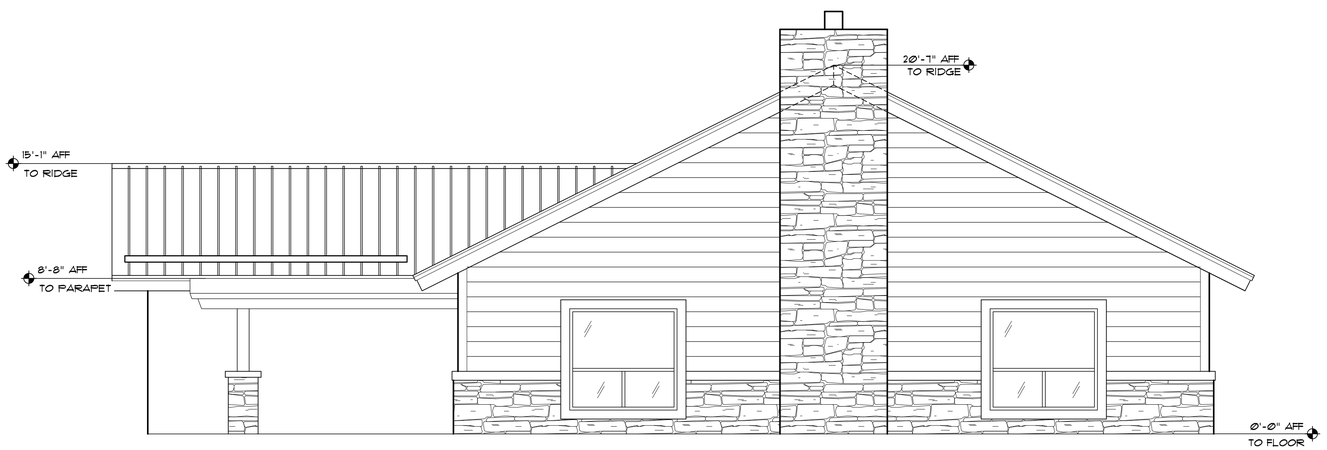
SHEET
A-SM2.0

EXTERIOR ELEVS
Management
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION

SCALE: 1/4" = 1'-0"



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"

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Revisions	By

Drawn: LJ

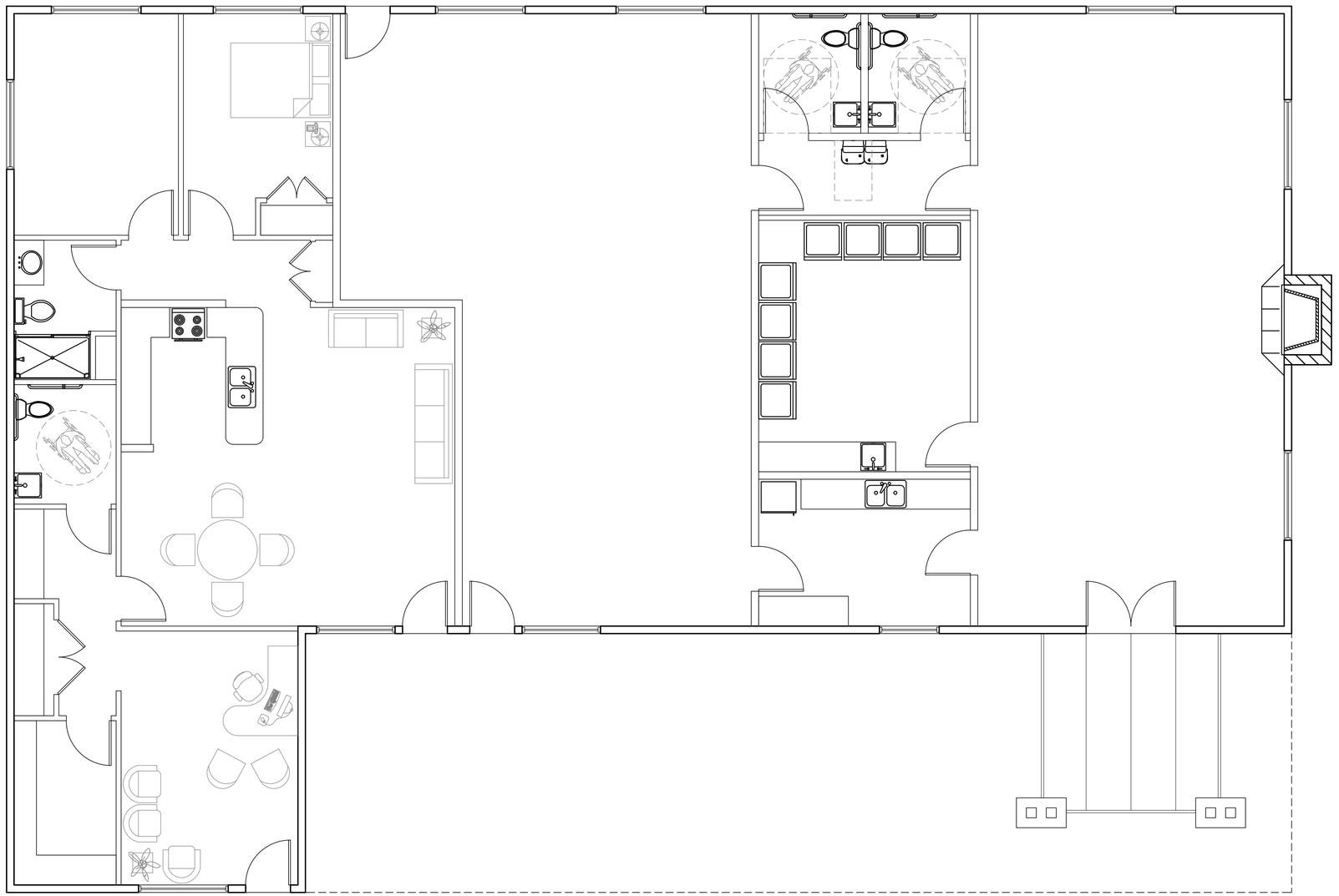
Date: January 19, 2021

Job No:

SHEET

A-SM2.1

EXTERIOR ELEVS
Management
SCALE: 1/4" = 1'-0"



1 Sober Living Management/Rec
SCALE: 1/4" = 1'-0"

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Drawn: LJ
Date: January 21, 2021
Job No:

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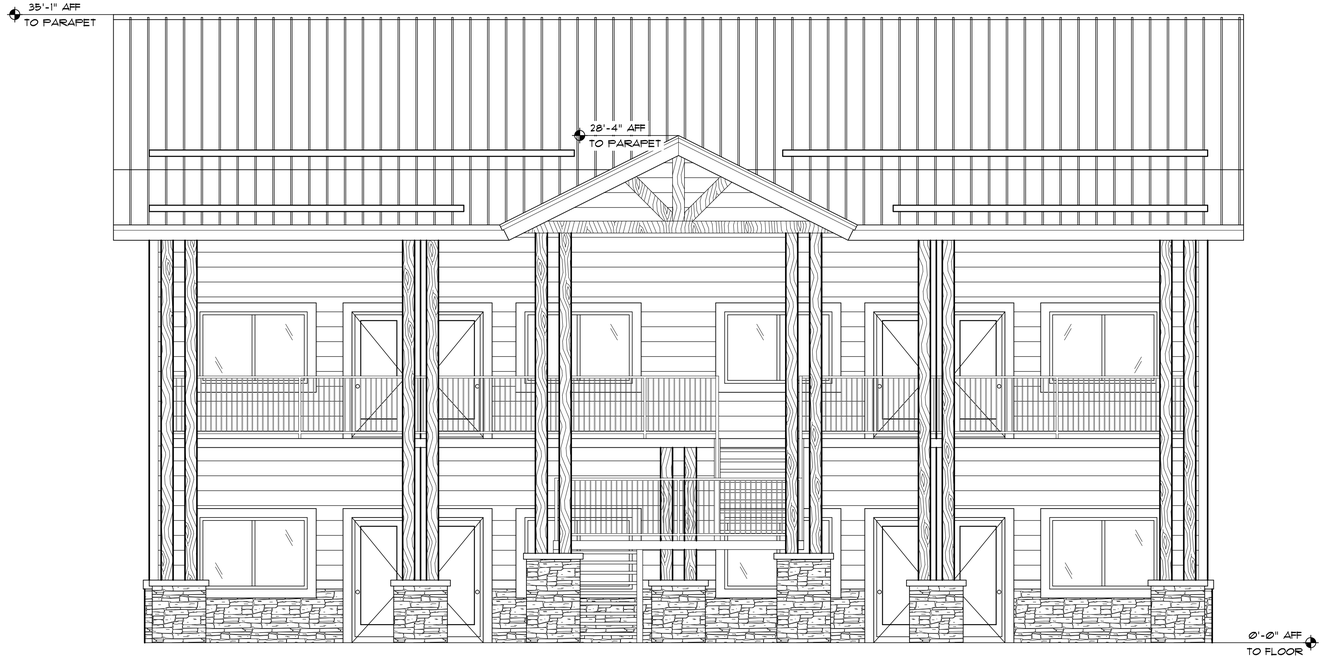
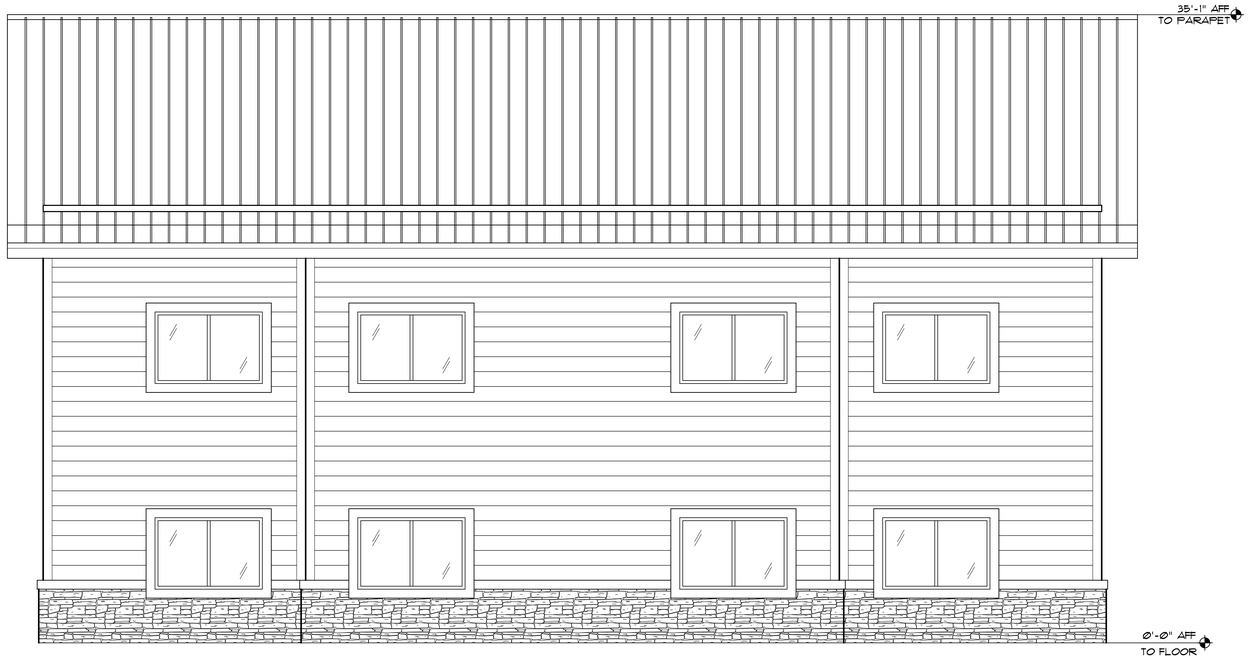
A-SM1.0

SOBER LIVING
MANAGEMENT/REC
SCALE:1/4"=1'-0"



1 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

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Sober Living - Residential
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Drawn: LJ

Date: January 19, 2021

Job No:

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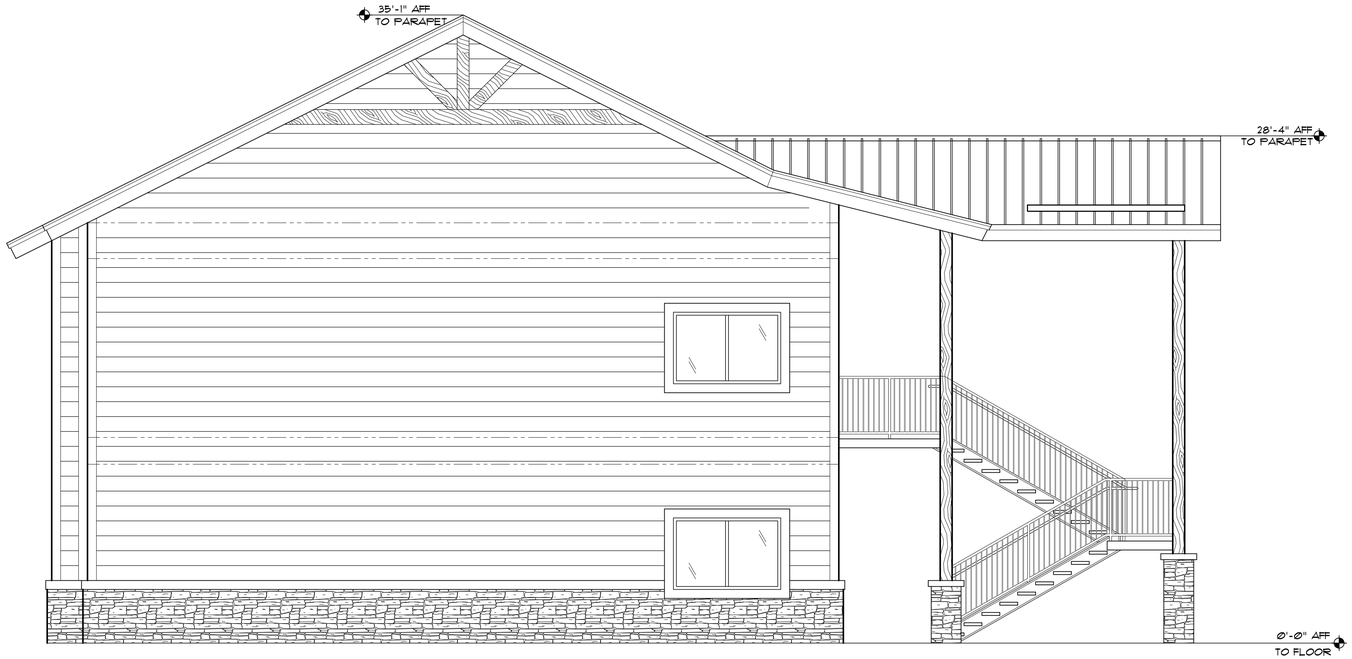
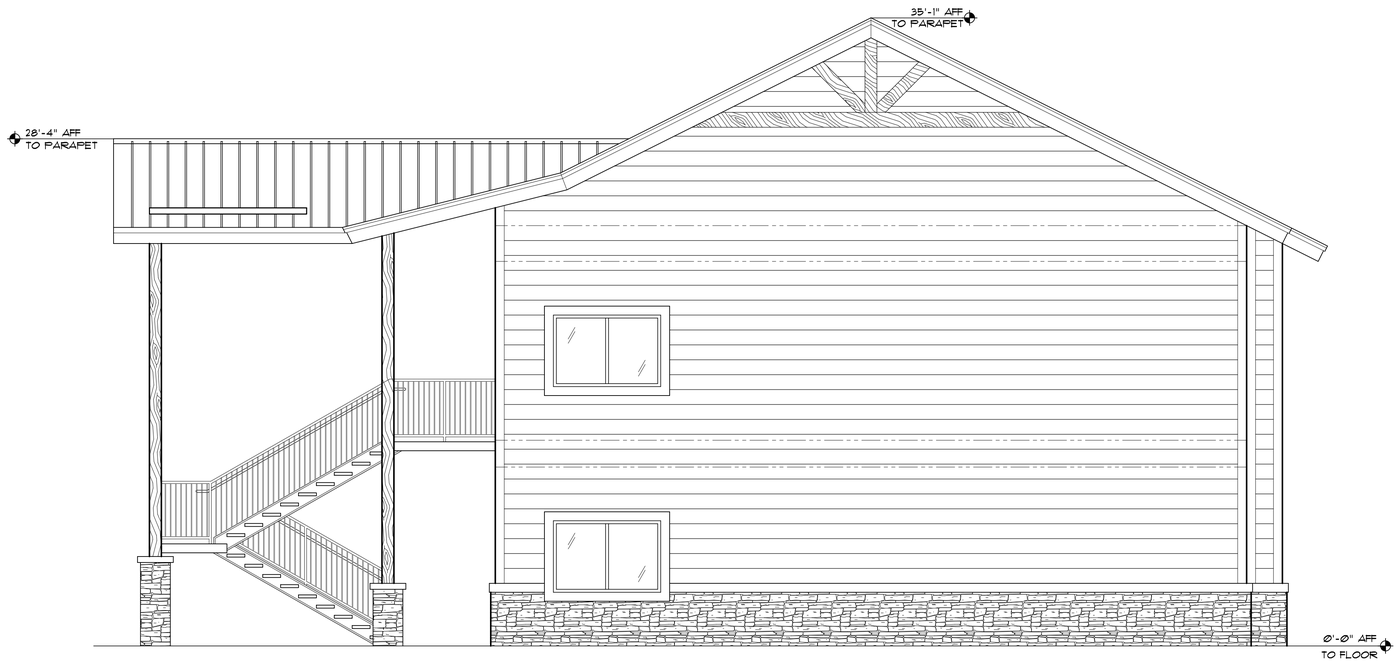
A-SLR2.0

SOBER LIVING
EXTERIOR ELEVS
RESIDENTIAL
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-Ø"



2 EAST ELEVATION
SCALE: 1/4" = 1'-Ø"

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Sober Living - Residential
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Revisions	By

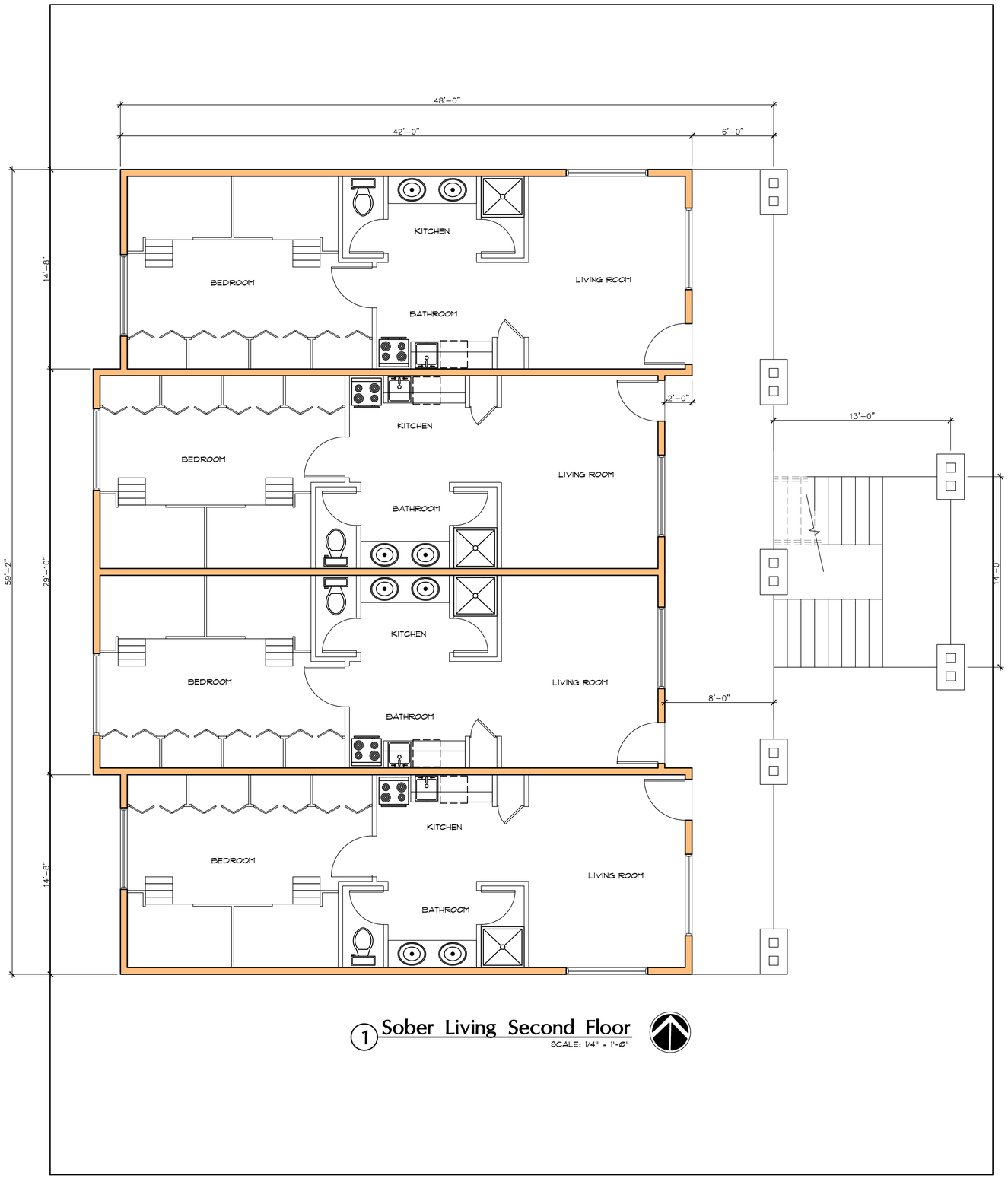
Drawn: LJ

Date: January 19, 2021

Job No:

SHEET
A-SLR2.1

SOBER LIVING
EXTERIOR ELEVS
RESIDENTIAL
SCALE: 1/4" = 1'-Ø"



1 Sober Living Second Floor
SCALE: 1/4" = 1'-0"

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Drawn: LJ
Date: January 19, 2021
Job No:

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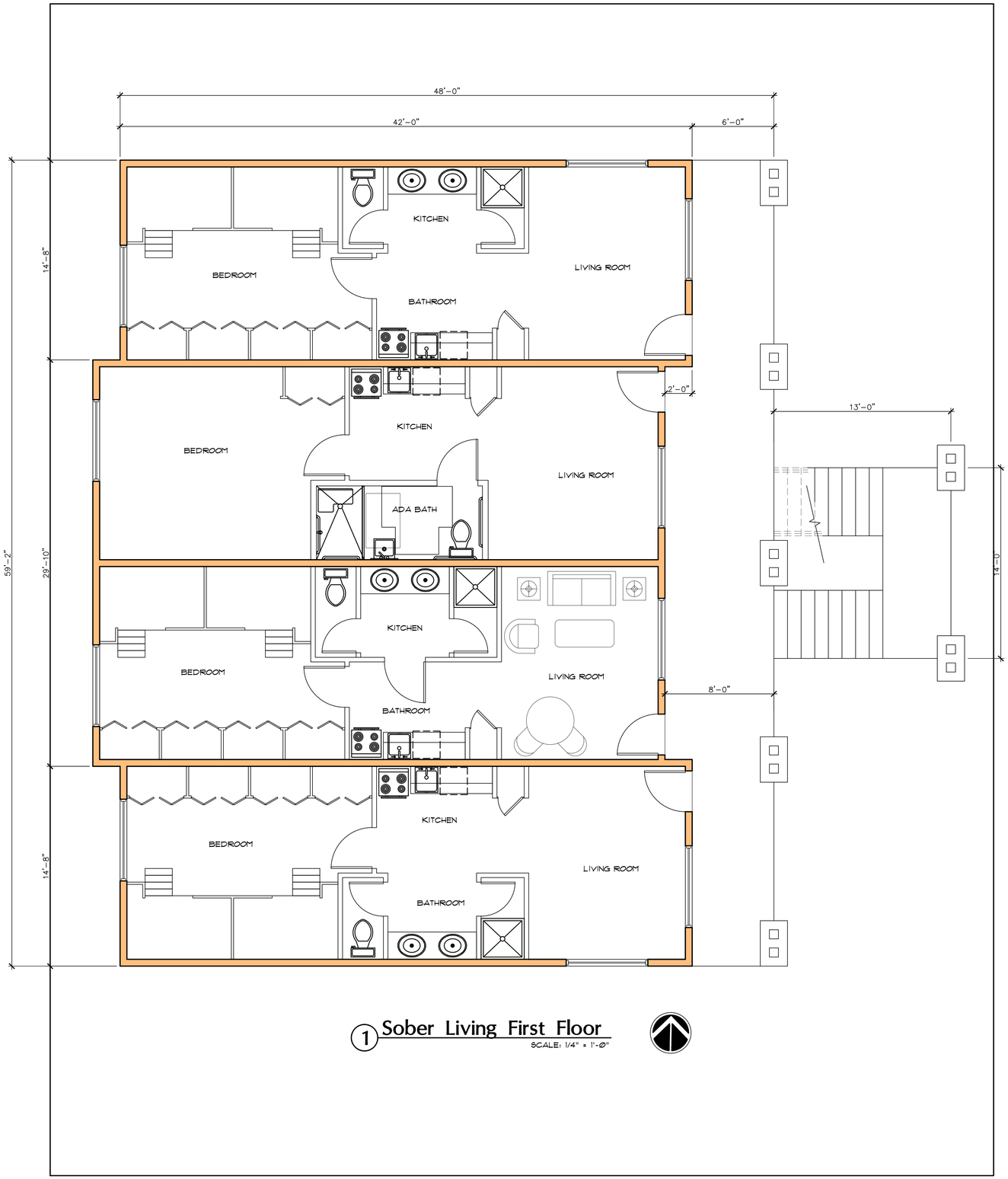
SOBER LIVING
SCALE: 1/4" = 1'-0"



1 Sober Living First Floor

SCALE: 1/4" = 1'-0"

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Drawn: LJ

Date: January 19, 2021

Job No:

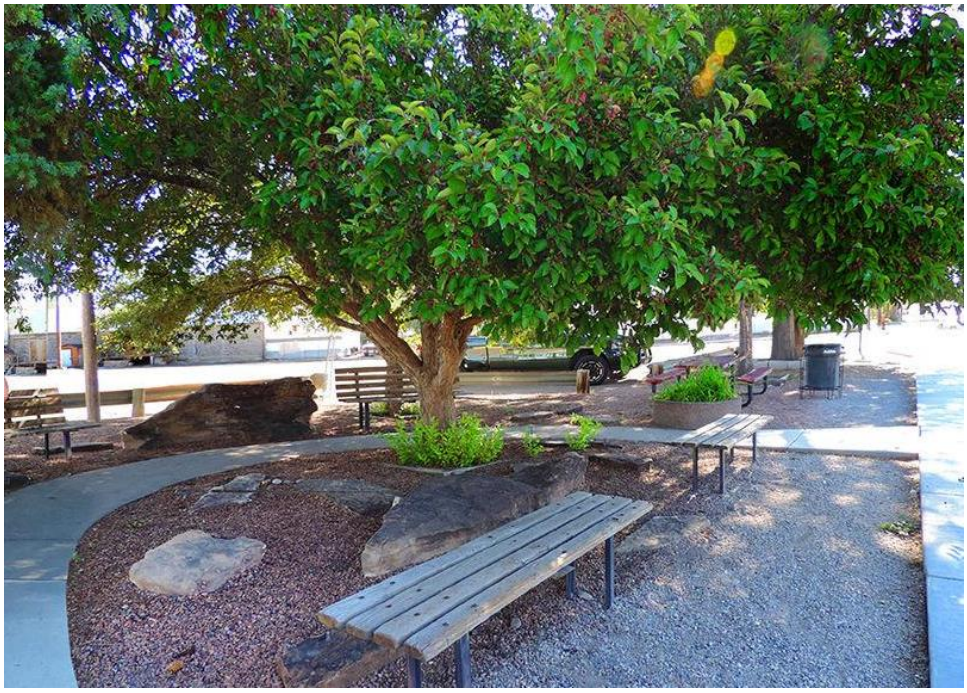
SHEET
A-SLR1.0

SOBER LIVING
SCALE: 1/4" = 1'-0"









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928.774.8934 fax
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Engineering an environment of excellence.

PROJECT NARRATIVE
For
FLAGSTAFF REHAB CAMPUS
ANNEXATION & REZONING SUBMITTAL

SWI Project #20136
C.O.F. #PZ-20-00164

Located in NW Quarter of Section 05 and South Half of Section 32,
T 21 N, R 08 E, G&SRM
City of Flagstaff,
Coconino County, Arizona

Prepared for:
Flagland LLC
7144 E. Stetson, C-20
Scottsdale, AZ 85251
(602) 882-7451

Prepared by:
Shephard-Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354

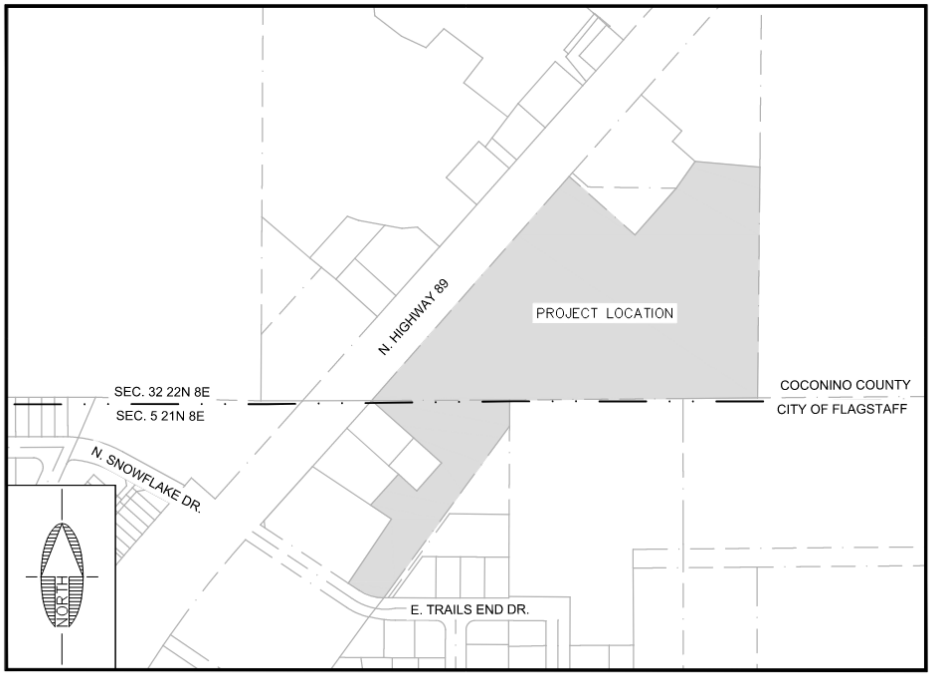
Prepared Date:
June 8, 2021

PROJECT SUMMARY

Flagland LLC is proposing a Flagstaff Rehab Campus that will consist of a Rehabilitation Substance Treatment Campus, sober living units, and two lots for future development. The project is located near the intersection of N. Highway 89 and E. Trails End Drive. Refer to the Vicinity Map below. The overall project encompasses approximately 12.21 acres within two parcels APNs 113-17-011A and 301-50-005G.

The annexation application is specifically for APN 301-50-005G (±10.06 acres). Flagland has the intention of building their facility on the subject property, which is currently located within Coconino County Commercial Heavy (CH-10,000) zone. Flagland LLC would like to annex this County parcel into the City limits in order to construct the campus as part of an overall development that is already within City limits. The parcel will have split zoning that consists of the proposed City zoning districts Highway Commercial (HC) and Rural Residential (RR).

The rezoning application is only for the northeast corner of APN 301-50-005G (±1.10 acres). Flagland LLC has the intention of building an equestrian barn and arena in this corner of the site that will be utilized as part of the patient therapy program. The proposed city zoning district is Rural Residential (RR).



VICINITY MAP
N.T.S.

LEGAL ANALYSIS
The parcel requested to be annexed adheres to ARS 9-471 subsection R. The subject parcel is owned by one person, the City and the owner of the submit parcel agree to the annexation, and the subject parcel adjoins the exterior boundary of the annexing city for at least 300 feet. Therefore, the parcel requested to be annexed complies with ARS 9-471. Refer to the Annexation Map in Appendix A for the parcel dimensions.

LEGAL DESCRIPTION
The legal descriptions for the parcel requested to be annexed and area requested to be rezoned are included in Appendix A.

ECONOMIC IMPACT ANALYSIS
The proposed development will have positive economic impacts to the City with the creation of new job positions and contribute to the economic growth and stability in the community. The Campus will employ in excess of 100 employees in good paying jobs: doctors, nurses, behavioral health technicians, licensed therapists, case managers and support staff. In addition, newly sober community members will become available and willing to fill jobs needed in Flagstaff. The Campus will treat patients covered by Arizona Health Care Cost Containment System (state administered Medicaid), commercial insurance, (e.g. Blue Cross Blue Shield), Tricare (Veterans) and many more. All patients will receive equal quality care. The Campus will also enhance the community's hospitality section as families travel from all over the USA and Canada to admit and visit loved ones. The two proposed lots along Highway 89 provide opportunity for future commercial development.

REGIONAL PLAN ANALYSIS
Refer to Appendix B for the Regional Plan Analysis.

WATER/SEWER IMPACT ANALYSIS
There is an existing 12” water line in N. Highway 89 that dead ends at the southern property limits. This line will be extended along the frontage of the property. Water to the site will be provided with an 8” loop that connects to the existing 12” water line in N. Highway 89 and the existing 8” water line in E. Trails End Drive. Sewer will be provided by a connection to an existing 8” sewer line in the southwest corner of the site. The City provided a WSIA Waiver dated January 22, 2021, which states that the existing facilities have adequate capacity and no additional analysis will be required for this project.

DRAINAGE/STORMWATER IMPACT ANALYSIS
The parcel is within Zone X of FEMA Firm Map #04005C6827G, effective September 3, 2010. Zone X is described as areas determined to be outside the 0.2% annual chance floodplain.

The City requires detention/LID for any commercial development greater than ¼ acre in size. The majority of the existing site is undeveloped. For the drainage analysis, the site was divided into three drainage basins that consist of two on-site and one offsite basin. The south drainage basin (Basin B2) includes the sober living buildings, the north

drainage basin (Basin B1) includes the rest of the campus and the future restaurant pad, and the offsite drainage basin (Basin B3). LID is required for this site and is provided by the reduction in post-development impervious area for Basin B2 and the extended detention basin for Basin B1. Detention is not required for Basin B2 due to the reduction in post-development impervious area. Detention is required for Basin B1 and B3, which will be provided by the extended detention basin. In post-development conditions, there is approximately 139,083 square feet of impervious cover added in Basin B1 and Basin B3. An extended detention basin is proposed to be located in the south portion of the site to provide the required detention/LID storage volume.

The site will be designed to provide positive drainage away from the proposed buildings while not negatively impacting drainage characteristics of the adjacent offsite properties. The majority of the runoff from the site will surface flow towards the southern end of the site before entering E. Trails End Drive. The proposed extended detention basin will discharge into the existing drainage swale located within the Trails End Subdivision before entering E. Trails End Drive. Runoff ultimately enters Penstock Wash. Refer to the Preliminary Drainage Report and Drainage Impact Analysis (DIA) for more information.

TRAFFIC IMPACT ANALYSIS

A Traffic Impact Analysis (TIA) will be performed to satisfy the annexation requirements. The TIA scoping meeting with City staff will determine which intersections will be analyzed with the proposed development.

NATURAL RESOURCE PROTECTION PLAN

The project site does not fall within the resource protection overlay zone; however, the annexation and rezone will require a Natural Resource Protection Plan (NRPP) for APN 301-50-005G. The project will meet the forest preservation rate and steep slope preservation requirements for the entire project for commercial and residential zones.

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Engineering an environment of excellence.

REGIONAL PLAN ANALYSIS
For
FLAGSTAFF REHAB CAMPUS

SWI Project #20136
C.O.F. #PZ-20-00164

Located in NW Quarter of Section 05 and South Half of Section 32,
T 21 N, R 08 E, G&SRM
City of Flagstaff,
Coconino County, Arizona

Prepared for:
City of Flagstaff
221 W. Aspen Avenue
Flagstaff, AZ 86001

Prepared by:
Shephard-Wesnitzer, Inc.
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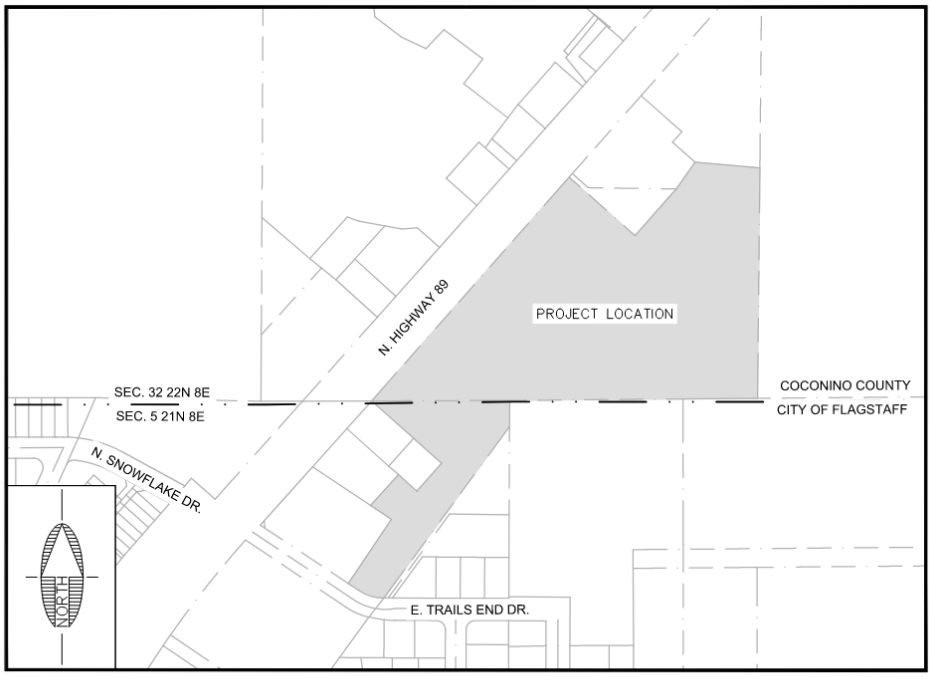
Originally Prepared Date: June 8, 2021
Revised Date: August 6, 2021

COMMUNITY BENEFITS

Flagland LLC is proposing a Flagstaff Rehab Campus that will consist of a Rehabilitation Substance Treatment Campus, sober living units, and two lots for future development. The project is located near the intersection of N. Highway 89 and E. Trails End Drive. Refer to the Vicinity Map below. The overall project encompasses approximately 12.21 acres within two parcels APNs 113-17-011A and 301-50-005G.



VICINITY MAP
N.T.S.

After extensive evaluation of substance abuse data and existing treatment options for northern Arizona, Americas Rehab Campus has committed to building a state of art treatment center for Flagstaff and the surrounding communities. Northern Arizona was experiencing a drug and alcohol crisis prior to the advent of the COVID-19 pandemic, which as in the rest of the nation, has accelerated drug and alcohol abuse. Existing medical services are inadequate to meet this preexisting and growing pandemic. Flagstaff will meet this crisis head-on by supporting development of a campus that will serve a population from the ages ranging from 18 to 80 or older and will provide a special program for expectant mothers prior to delivering babies. One of the hardest and most costly groups to treat are post-delivery mothers and babies. The Campus will provide a unique and proven treatment program that has been successful at its Tucson campus and currently serves the entire state. Development of a similar facility in the City of Flagstaff will not only provide a treatment solution to reduce pressure on the current hospital and shelters, but will also coordinate with law enforcement and other public assistance agencies to provide a safer community.

The new Campus provides Flagstaff the opportunity to receive the benefits of a beautiful facility operated by an organization that seeks to be a community partner. The Flagstaff

Rehab Campus operated and managed by Americas Rehab Campuses will be a "win-win" for the City and surrounding areas.

Below includes a table summarizing the areas to be annexed and rezoned.

TABLE 1: ANNEXATION & REZONING SUMMARY

REQUEST	AREA (AC)	ZONING
NOT ANNEX/REZONE	2.15	HIGHWAY COMMERCIAL (HC)
ANNEX	10.06	HIGHWAY COMMERCIAL (HC) & RURAL RESIDENTIAL (RR)
ANNEX & REZONE	1.10 of the 10.06	RURAL RESIDENTIAL (RR)

POLICE CODE ANALYSIS

The northern portion of the site is located within Coconino County and is currently zoned CH-10,000. This portion of the site is requesting to be annexed into the City of Flagstaff with the equivalent City zoning of Highway Commercial (HC). The campus will include an equine therapy program that includes livestock that is not allowed in the HC zone. Therefore, the north 1.10 acres of the site is requesting to also be rezoned in order to allow the proposed use of livestock. As part of the rezone, a Police Code Analysis is required. The analysis is intended to explain how the requested rezoning to Rural Residential will facilitate compliance of the site plan with the following portion of the police code. The site is located within a rural activity center and the proposed equine program supports the Regional Plan.

KEEPING OF LIVESTOCK

6-03-001-0003 C Rules and Restrictions – Large Livestock

1. *Shelters for large livestock must be located:*
   a. *No less than seventy-five (75) feet from any dwelling unit.*
   b. *No less than ten (10) feet from any property line.*
2. *At least ten thousand (10,000) square feet of pasture must be made available for each large livestock animal.*

The patient therapy program offered at the Campus will include equine therapy, which incorporates equine interactions and/or the equine environment, mounted or ground-based, including horsemanship instruction adapted to the ability/disability of those receiving services aimed at contributing positively to their cognitive, physical, emotional and social well-being, aimed at achieving goals set forth by the clinical team and the client, that utilize equine movement, and experiential learning approaches that promote the development of life skills to achieve educational, professional and personal goals. The northeastern corner of the site will be an equestrian area on approximately 1.10 acres that includes a barn and arena with two to four horses that can be accessible to patients and staff. The project will follow all rules, restrictions, and regulations regarding animal keeping stated in the City Police Code.

REGIONAL PLAN ANALYSIS

As part of the rezone and annexation, a Regional Plan Analysis is required. The analysis is intended to explain how the requested amendment and annexation is supported. The following information summarizes the sections of the Regional Plan and City Police Code that were analyzed and the reasons why this project is supported.

GREENHOUSE GAS EMISSIONS AND ENERGY CONSUMPTION GOALS AND POLICIES

Goal E&C.2. Reduce greenhouse gas emissions.

> *Policy E&C.2.1. Encourage the reduction of all energy consumption, especially fossil-fuel generated energy, in public, commercial, industrial, and residential sectors.*

If clients stay at the facility for extended periods, it is not anticipated that they travel to and from the facility. The clients can rely on company vehicles that are available to transport clients if needed. The co-location of the stable with the rest of the Campus will also support the reduction in greenhouse gas emissions by encouraging patients to walk to their therapy on-site.

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.6.7. Use best practices to control the spread of exotic and invasive plants, weeds, and animals, and eradicate where possible.*

The Equestrian program that will be implemented for the treatment of emotional anxiety, PTSD, and other disorders and managed by a skilled team of Equestrian staff. These staff members will maintain the daily care of the horses which entails, grooming daily, feeding the animals, cleaning the horse stalls, and managing the health care of these animals with local veterinarian services, such as annual shots.

The feed that these animals will consume consist of horse pellets, hay, and supplements that are in the form of pellets and/or paste that is fed daily. These feeds and supplements are stored inside the barn's feeding facility to protect it from the outside weather and other exposures. Best practices are to clean the stalls and turnouts daily, which are standard practices already incorporated into existing programs. In addition, the animals are fed in a specific area in order to prevent hay from spreading in the turnout and arena.

All of the animal manure and stall shavings will be used as compost, disposed in dedicated horse manure bines, or removed from the property by a third-party trash service. All of the shavings will be clean and allergenic free. The Equestrian animals will be well cared for and are anticipated to truly help change people's lives. This program will be managed with the mindset of protecting the environment and the animals.

ENVIRONMENTALLY SENSITIVE LANDS GOALS AND POLICIES

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

> *Policy E&C.7.1. Design development proposals and other land management activities to minimize the alteration of natural landforms and maximize conservation of distinctive natural features.*

The site is not located within the City's Resource Protection Overlay Zone; however, the City has requested that the property be rezoned to the resource protection overlay in order to preserve the tree resources on the site and protect the rural character. The site layout took into account existing tree locations to position buildings, parking, and walkway locations in an attempt to preserve existing, large, mature ponderosa pine trees where possible. Additionally, the orientation of the site layout in regards to the surrounding area was taken into account in order to ensure unity between the site layout and the surrounding natural landforms. Building elevations and floor plans were reviewed for their impact to rural character and were found to be in conformance with the Regional Plan. The intent is to construct a visually appealing project for people entering the City limits.

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 destruction of vegetation.*

The project's construction will follow the erosion control plan that will be prepared by SWI and SWPPP measures to minimize disturbed area, soil compaction, soil erosion, and destruction of vegetation.

A Resource Protection Plan was prepared for this project. The code requires all commercial projects to conserve 30% of the tree resources and residential projects to conserve 50% of the tree resources. The project as a whole will achieve a 63% preservation rate. The project will dedicate areas of property on the east side that is adjacent to the National Forest as open space. The construction of the new Campus will disturb a minimal area and preserve vegetation surpassing the requirements of the City's Zoning Code.

The site is not located within any wildlife corridors and is also outside the grasslands and big tree designated areas as illustrated in Map 7: Significant Natural Resources. The mapped riparian vegetation and FMPO hillshade are located south and east of this site. Refer to Map 7 for an overall illustration of the wildlife, vegetation, hydrology, and geology.

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 OS.1.5. Integrate open space qualities into the built environment.*

The City Zoning Code requires commercial and residential projects to dedicate 15% of the gross site area as open space. The project will dedicate areas of property on the east side of the site adjacent to the National Forest as open space. The public improvements for this project will include sidewalk along N. Highway 89 and E. Trails End Drive to provide pedestrian connection across the project's frontage.

WATER CONSERVATION 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 of the City to provide an efficient delivery of services.

> *Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.*

Native and drought tolerant landscaping will be used throughout the site. Some stormwater runoff will be routed into landscape areas before it leaves the site. This will provide landscape areas with water as well as help reduce sediment and other debris prior to entering Penstock Wash. In addition, the project will include an extended detention basin located on the southern end of the Campus that will act as a water quality component to capture potential harmful contaminants from the site, and prevent the contaminants from flowing downstream.

According to Map 21: Future Growth Illustrations of the Flagstaff Regional Plan the project is within the Urban Growth Boundary. Public utility services will be provided to the project. The existing 12" water line in N. Highway 89 will be extended along the frontage of the property. Water to the site will be provided with an 8" loop that connects to the existing 12" water line in N. Highway 89 and the existing 8" water line in E. Trails End Drive. Sewer will be provided by a connection to an existing 8" sewer line in the southwest corner of the site.

WATER QUALITY GOALS AND POLICIES

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.5.5. Give preference to regional detention facilities that are designed in conjunction with smaller low-impact development features, rather than numerous smaller dispersed basins. Encourage regional detention basins to*

incorporate natural watershed characteristics as well as offering recreational components.

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.6.2. Recognizing the concern about water quality, seek methods to divert contaminants from the waste stream.

Policy WR.6.3. Implement best management practices to protect, restore, and maintain surface waters and their contributing watersheds.

Policy WR.6.4. Encourage low-impact development practices.

A drainage impact analysis was performed for this site. An extended detention basin will be constructed on the southern end of the site that will accommodate the increase in runoff volume for the project. In addition, the basin will act as a water quality component to capture potential harmful contaminants from the site, and prevent the contaminants from flowing downstream. The basin will also satisfy the City's low-impact development (LID) requirements.

The property currently drains towards the south and eventually enters Penstock Wash. The site will be graded away from the buildings and into landscape areas or the retention basin. This will allow runoff to be routed through landscape areas and the extended detention basin prior to exiting the site. This will increase the time of concentration, which will in turn lower the runoff rate.

EFFICIENT USE OF ENERGY GOALS AND POLICIES

Goal E.1. Increase energy efficiency.

Goal E.2. Expand production and use of renewable energy

The project will prioritize efficient use of energy resources by utilizing Energy Star appliances, gardening and composting centers, as well as a recycling center along with elements of the design that encourage recycling throughout the entirety of the project. Additionally, possible use of solar panels may be included in the project in order to expand the production of renewable energy. The developer intends to coordinate with a solar provider as the project moves further along in the design to determine if the site is viable for solar.

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.1.3. Design development patterns to maintain the open character of rural areas, protect open lands, and protect and maintain sensitive environmental areas like mountains, canyons, and forested settings.

Policy CC.1.4. Identify, protect, and enhance gateways, gateway corridors, and gateway communities.

Goal CC.2. Preserve, restore, and rehabilitate heritage resources to better appreciate our culture.

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.

The site is located within a rural activity center per Map 12 of the Flagstaff Regional Plan and is located along Highway 89. There is an existing gateway monument sign that is located on the Highway past Snowflake Drive for traffic entering the City from the east. The vehicular and pedestrian entrance at N. Highway 89 will be enhanced using contextual landscaping such as boulders, native plants with seasonal color, and split-rail fencing. The equestrian area and stable are proposed to be located in the northeast corner of the Campus, tucked in the back of the site, and will not be visible to people entering Flagstaff on N. Highway 89.

The project is located within a cultural resource sensitive area per Map 13: Cultural Resource Sensitivity of the Flagstaff Regional Plan and is required to prepare a Cultural Resource Study. The letter documenting findings and recommendations was prepared by Cornerstone Environmental and dated June 7, 2021. No archaeological site or historical buildings were observed in the project area and Cornerstone recommends that the proposed project be allowed to proceed with no further archaeological work. Due to some potential for subsurface or unobserved artifacts, Cornerstone recommends a 30-meter diameter area around isolated occurrences be avoided by any ground-disturbing activity. In the event that previously unreported cultural resources and/or human remains are encountered during ground disturbing activities, the agency and contractor responsibilities regarding surveys with negative findings are stated in Section 21 Discovery Clause of the letter. The letter and recommendations were approved with conditions by the Heritage Preservation Commission on July 21, 2021.

Additionally, the site and individual building orientations have been designed to best take advantage of the unique views of Mount Elden and the surrounding landscape. They also take advantage of solar orientation for passive solar heat gain and for prevailing summer breezes.

Building materials that have been utilized for the project borrow from the local vernacular. Including hardboard wood siding, stone accents and large timber wood trusses. If the budget allows, we intend to utilize metal roofs which have a longer material lifespan and can be recycled at the end of their life cycle.

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.

Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.

> *Policy CC.4.5. Encourage local landscaping using Xeriscape, low-impact principles, and native vegetation wherever possible.*

The neighboring properties north of the site have a prominence of barns and stables. The project will reflect these existing developments through the materials used which will also reflect the regional surroundings and preserve and enhance the design traditions in the area.

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.1.4. Attract private investment by reinvesting in transportation infrastructure improvements as well as public utilities infrastructure for desired development size.*
>
> *Policy LU.1.11. Ensure that there is collaboration between a developer, residents, and property owners in existing neighborhoods where redevelopment and reinvestment is proposed so that they are included, engaged, and informed.*

The existing site was previously occupied with a manufactured home retail business and will be replaced with a public health service that is much needed in the community.
As part of the annexation and rezoning applications, the project held one virtual neighborhood meeting in order to inform the neighbors of the project development and annexation and rezoning requests. The meeting gave neighbors the opportunity to provide feedback and comments towards the project. Conversations with neighbors were had outside of the meeting where the project team answered all questions and concerns. Additional supporting material was sent to the neighbors in order to provide more information regarding staffing. City staff approved our request to waive the second neighborhood meeting due to the overall positive feedback and the additional information that was provided to the neighbors. The ARC staff has provided contact information to the neighbors and intend to continue having open communication with the community.

GREENFIELD DEVELOPMENT GOALS AND POLICIES

Goal LU.2. Develop Flagstaff's Greenfields in accordance with the Regional Plan and within the growth boundary

> *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.*

The project will satisfy the City's resource protection and LID requirements. Refer to the Soils Goals and Policies and Water Quality Goals and Policies sections for more discussion.

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.3.1. Within the urban, suburban, and rural context, use neighborhoods, activity centers, corridors, public spaces, and connectivity as the structural framework for development.

Policy LU.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.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.

Goal LU.6. Provide for a mix of land uses.

Policy LU.6.4. Provide appropriate recreational and cultural amenities to meet the needs of residents.

Goal LU.7. Provide for public services and infrastructure.

Policy LU.7.2. Require unincorporated properties to be annexed prior to the provision of City services, or that a pre-annexation agreement is executed when deemed appropriate.

Policy LU.7.3. Require development proposals to address availability of adequate public services.

The project is located off of Highway 89 where the surrounding land uses consist of commercial developments located along the frontage on either side of the site and national forest on the backside of the site. The proposed development will fit into the existing commercial land uses and the proposed large open space in the backyard of the campus allows for the natural transition from the national forest to the commercial area. The project will provide pedestrian connectivity along the highway between the existing Mary's Café to the north and other existing developments to the south.

The project is located within the urban growth boundary and rural activity center per Map 12 of the Flagstaff Regional Plan and will include two lots adjacent to the frontage for future development. The project utilizes landscape buffers to protect cultural and environmental resources. Additionally, the project exceeds both civic and open space requirements which were integral in the project development.

The architectural style for this development reflects the desired pattern as illustrated in the regional planning code. The exterior material palette includes native stone, wood

siding, timber trusses, and posted beam support structures, all of which reflect the rural vernacular characteristics for the surrounding area

The equestrian recreational area will provide a patient amenity that is part of the therapy program provided at the Campus. Refer to the City Police Code – Animal Keeping section for more discussion.

The annexation application is specifically for APN 301-50-005G (±10.06 acres). The property is being annexed into City of Flagstaff City limits prior to utility services being provided. The site is also being designed according to the City's engineering and zoning standards.

RURAL AREA GOALS AND POLICIES

Goal LU.14. Maintain the character of existing rural communities.

Policy LU.14.4. Connect rural neighborhoods using roads, trails (equestrian, foot, and bicycle), and public access to the National Forest.

Policy LU.14.7. Establish opportunities for rural activity centers in specifically designated County areas with a range of uses, sizes, and designs appropriate to the communities they serve.

Policy LU.14.9. Preserve the rural character, open spaces, wildlife corridors, and neighborwoods at the periphery or just outside of the planning area as defined by the FMPO boundary.

The project will include public frontage improvements that provides pedestrian connections. Refer to the Open Space Goals and Policies Section for more discussion.

The project is located within the rural activity center per Map 12 of the Flagstaff Regional Plan and will include four parcels. One parcel will be used for the Rehabilitation Substance Treatment Campus, one parcel will be used for the sober living units, and the two remaining parcels will be for future development.

EMPLOYMENT AREA GOALS AND POLICIES

Goal LU.15. Plan for and encourage employee-intensive uses throughout the area as activity centers, corridors, research and development offices, business parks, and light industrial areas to encourage efficient infrastructure and multimodal commuting.

This goal is relevant to the project because the property is an employment use in an activity center. The Campus will employ technical to non-technical staff that will include doctors, nurses, behavioral health technicians, licensed therapists, case managers and support staff. FRC is willing to provide bus passes to employees that would like them in response to a request made by NAIPTA.

MOBILITY AND ACCESS GOALS AND POLICIES

Goal T.1. Improve mobility and access throughout the region.

Policy T.1.6. Provide and promote strategies that increase alternative modes of travel and demand for vehicular travel to reduce peak period traffic.

Policy T.3.8. Promote transportation options such as increased public transit and more bike lanes to reduce congestion, fuel consumption, and overall carbon emissions and promote walkable community design.
Policy T.5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.
Policy T.6.5. Provide short- and long-term bicycle parking where bicyclists want to travel.

The offsite improvements for the project include extending the bike lane, parkway, and sidewalk along the frontage of the site to provide more pedestrian connectivity. If clients stay at the facility for extended periods, it is not anticipated that they travel to and from the facility. The project provides transportation via sprinter vans to employees and patients as needed. FRC is willing to provide bus passes to employees that would like them in response to a request made by NAIPTA. This coordination is ongoing. The closest bus stop is located on Christmas Tree Lane/Snowflake Drive with Bus Route 66.

BUSINESS RETENTION, EXPANSION, AND ENTREPRENEURSHIP GOALS AND POLICIES

Goal ED.3. Regional economic development partners support the start-up, retention, and expansion of existing business enterprises.

Policy ED.3.5. Advocate the economic sustainability and growth of businesses with opportunities for transitional commercial space, leased space, and property ownership.

The project will include two proposed lots along the Highway 89 frontage for future commercial development. These two lots will be available for any use allowed within a Highway Commercial City zone and are sized for restaurant, retail, or any other entrepreneurial business.

BUSINESS ATTRACTION GOALS AND POLICIES

Goal ED.4. Support efforts to recruit diverse new businesses and industries compatible with the region.

Policy ED.4.2. Promote variety and flexibility in land use and development options within the urban growth boundary

Per Map 12 of the Flagstaff Regional Plan, the site is located within the urban grown boundary and will include four parcels. The proposed development will have positive economic impacts to the City with the creation of new job positions and contribute to the economic growth and stability in the community. The Campus will employ in excess of 100 employees in good paying jobs: doctors, nurses, behavioral health technicians, licensed therapists, case managers and support staff. In addition, newly sober community members will become available and willing to fill jobs needed in Flagstaff. The Campus will treat patients covered by Arizona Health Care Cost Containment System (state administered Medicaid), commercial insurance, (e.g. Blue Cross Blue Shield), Tricare (Veterans) and many more. All patients will receive equal quality care.

The Campus will also enhance the community's hospitality section as families travel from all over the USA and Canada to admit and visit loved ones.

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Engineering an environment of excellence.

CITIZEN PARTICIPATION REPORT
For
FLAGSTAFF REHAB CAMPUS

SWI Project #20136
C.O.F. #PZ-20-00164

Northwest Quarter of Section 5 and South Half of Section 32,
T 21 N, R 8 E, G&SRM
City of Flagstaff,
Coconino County, Arizona

Prepared for:
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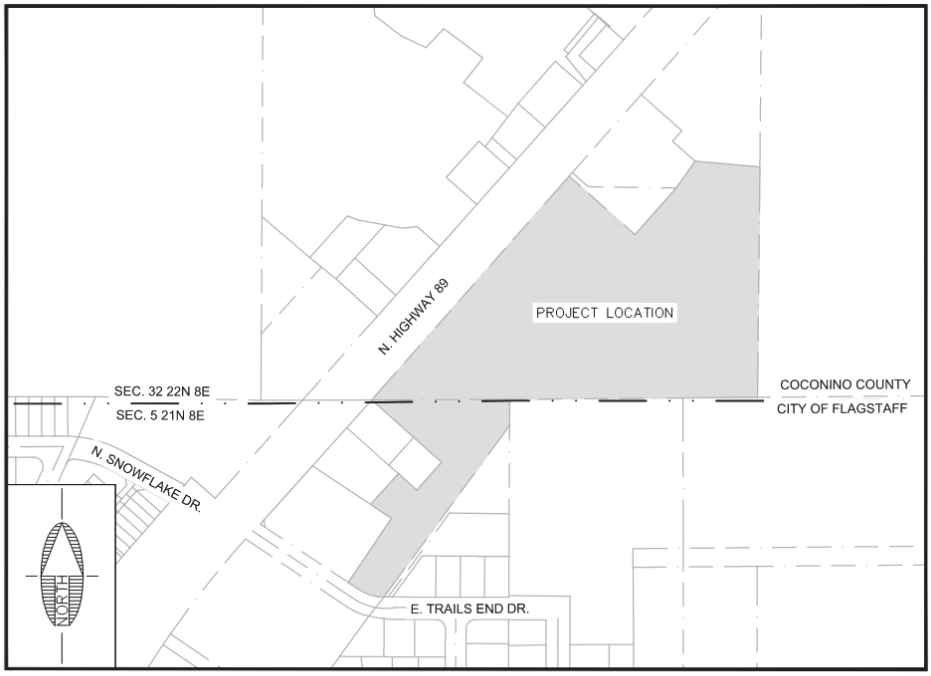
Original Prepared Date: June 8, 2021
Revised Date: July 22, 2021

PROJECT SUMMARY

Flagland LLC is proposing a Flagstaff Rehab Campus that will consist of a Rehabilitation Substance Treatment Campus, sober living units, and two lots for future development. The project is located near the intersection of N. Highway 89 and E. Trails End Drive. Refer to the Vicinity Map below. The overall project encompasses approximately 12.21 acres within two parcels APNs 113-17-011A and 301-50-005G.

The annexation application is specifically for APN 301-50-005G (±10.06 acres). Flagland has the intention of building their facility on the subject property, which is currently located within Coconino County Commercial Heavy (CH-10,000) zone. Flagland LLC would like to annex this County parcel into the City limits in order to construct the campus as part of an overall development that is already within City limits. The parcel will have split zoning that consists of the proposed City zoning districts Highway Commercial (HC) and Rural Residential (RR).

The rezoning application is only for the northeast corner of APN 301-50-005G (±1.10 acres). Flagland LLC has the intention of building an equestrian barn and arena in this corner of the site that will be utilized as part of the patient therapy program. The proposed City zoning district is Rural Residential (RR).



VICINITY MAP
N.T.S.

PROJECT LOCATION

The project is located near the intersection of N. Highway 89 and E. Trails End Drive at 7000 N. Highway 89 in Flagstaff, Arizona. The project is within two parcels APNs 113-17-011A and 301-50-005G. The parcel requested to be annexed is APN 301-50-005G. The northeast corner of this parcel is requested to be rezoned. The project is positioned in the Northwest Quarter of Section 5 and South Half of Section 32, Township 21 North, Range 8 East, of the Gila and Salt River Base Meridian, City of Flagstaff, Coconino County, Arizona.

NEIGHBORHOOD MEETING PLAN

As part of the annexation and rezoning applications, a "Citizen Participation Plan" is required in accordance with the Zoning Code. The main component of the plan is to hold at least one neighborhood meeting to introduce the project to surrounding property owners. Per the direction from City staff, the neighborhood meeting will be held virtually on Zoom due to the COVID-19 pandemic. The Zoning Code requires two neighborhood meetings, but gives City staff the authority to waive the requirement for the second meeting. After the first neighborhood meeting, the applicant will have the opportunity to submit a written request for Staff review and determination of whether or not a second meeting is needed.

The first neighborhood meeting will begin with a presentation from the applicant's team that will be followed by a question and answer session. The applicant's proposed concept plan and other exhibits will be displayed during the presentation. The applicant's representative and engineer, Guillermo Cortes, will lead the meeting, and the applicant, Mike Zipprich, will make the presentation. The meeting will begin with establishing communication guidelines for the virtual meeting, which will be reiterated throughout as needed. Before the presentation, the applicant's representative will ask all attendees to provide their name and address in the chat box to record their attendance to the meeting. Attendees will be informed that they have the ability to use the chat function to respectfully ask question and make comments. Attendees will be reminded to remain muted during the presentation, raise their hand in the Zoom chat function to speak, and respect the opinions of all other attendees. Any questions or comments will be addressed during the question and answer session following the presentation. The attendees will be also be informed that they have the opportunity to verbally provide questions and input during the question and answer session. Attendees will have up to three minutes to speak and will be notified when their time is up. Only one person will be allowed to talk at a time during any portion of this meeting. Attendees will also be notified that if participants in the meeting continue to interrupt other attendees or presenters, they may be removed from the meeting.

Mike Zipprich will give a presentation to the attendees describing the annexation and rezoning requests, the area to be annexed and rezoned, the current and proposed use of this area, the current and proposed zoning, reasons behind the annexation and rezoning requests, the improvements that will be made to accommodate development, and any other relevant information. Guillermo Cortes will assist with the presentation

and provide input and comments as necessary. Stephen Irwin will monitor the chat and screen share during the presentation. Cassandra Pham will document the meeting minutes. The proposed concept plan and supporting exhibits will be shared on the screen during the presentation so that the attendees can visually see the proposed site layout.

The attendees will be muted during the presentation. Once the presentation is made, the applicant and his representative will open the meeting to the question and answer session. The session will begin with answering any questions or responding to comments that attendees wrote in the chat box during the presentation. The session will then transition to verbal discussion. The intent of this portion of the meeting is for the applicant and his representative to engage in dialogue in attempt to address any concerns the attendees may have. Once this discussion is completed, the meeting will be called to an end.

There will be additional opportunities for the potentially affected parties to discuss and provide input on the applicant's proposal. The applicant and his representatives will inform attendees that they will continue to make themselves available throughout the annexation and rezoning process to answer and address any questions or concerns. It is noted that the applicant and the project team's contact information is clearly stated on the proposed meeting notice for ongoing communication with the community. The applicant and his team will work to address and attempt to resolve any concerns expressed by members of the community throughout the annexation and rezone process either through email or by phone.

Following the neighborhood meeting and efforts described above, the applicant will submit to the City Planning Development Manager assigned to this annexation and 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 public outreach status.

NOTICE OF PUBLIC HEARINGS

After coordination with City staff, it was determined that the applicant should reach out to neighboring properties within a 600-foot radius and homeowner's associations (HOA) within a 1,000-foot radius of the project site. Notifications should also be sent to the City's "Registry of Persons and Groups" as provided by the City. A copy of the 600-foot Mailing Buffer Exhibit and mailing list is included in Appendix A.

The applicant proposes to mail the neighborhood meeting letter to all parties described above. The letter will notify the neighbors of the upcoming request for the annexation and rezoning, invite parties to the first neighborhood meeting, and allow time for feedback. A copy of the neighborhood meeting letter is included in Appendix B. The letter will include the Zoom meeting link for the first neighborhood meeting to be held on

June 30, 2021. The letter was mailed on June 14, 2021 via first-class mail of the United States Post Office, which complies with the requirement of notification at least 15 days prior to the meeting date.

In addition to the public outreach letters, two 4'x4' signs were posted at the property's public right-of-way entrances on N. Highway 89 on June 18, 2021, which complies with the requirement of notification at least 10 days prior to the meeting date. The sign included the purpose, time, date, and location of the meeting. The sign conformed to the City's public hearing sign design standards and included a tube containing copies of the neighborhood meeting notice. An image of the posted sign is included in Appendix C.

FIRST NEIGHBORHOOD MEETING RECORD OF PROCEEDINGS

The first virtual neighborhood meeting was held on June 30, 2021 via Zoom and consisted of a total of 13 participants, not including the project team. Appendix D includes the Zoom meeting registration list of the participants. At this time, we have received three phone calls from neighbors asking for additional project information, which has been provided via email. The questions and answers from the meeting are documented and included in Appendix E. Additional information including a copy of the exhibits that were shared during the meeting and written documentation regarding staffing information was emailed to all meeting participants. These email attachments are also included in Appendix E.

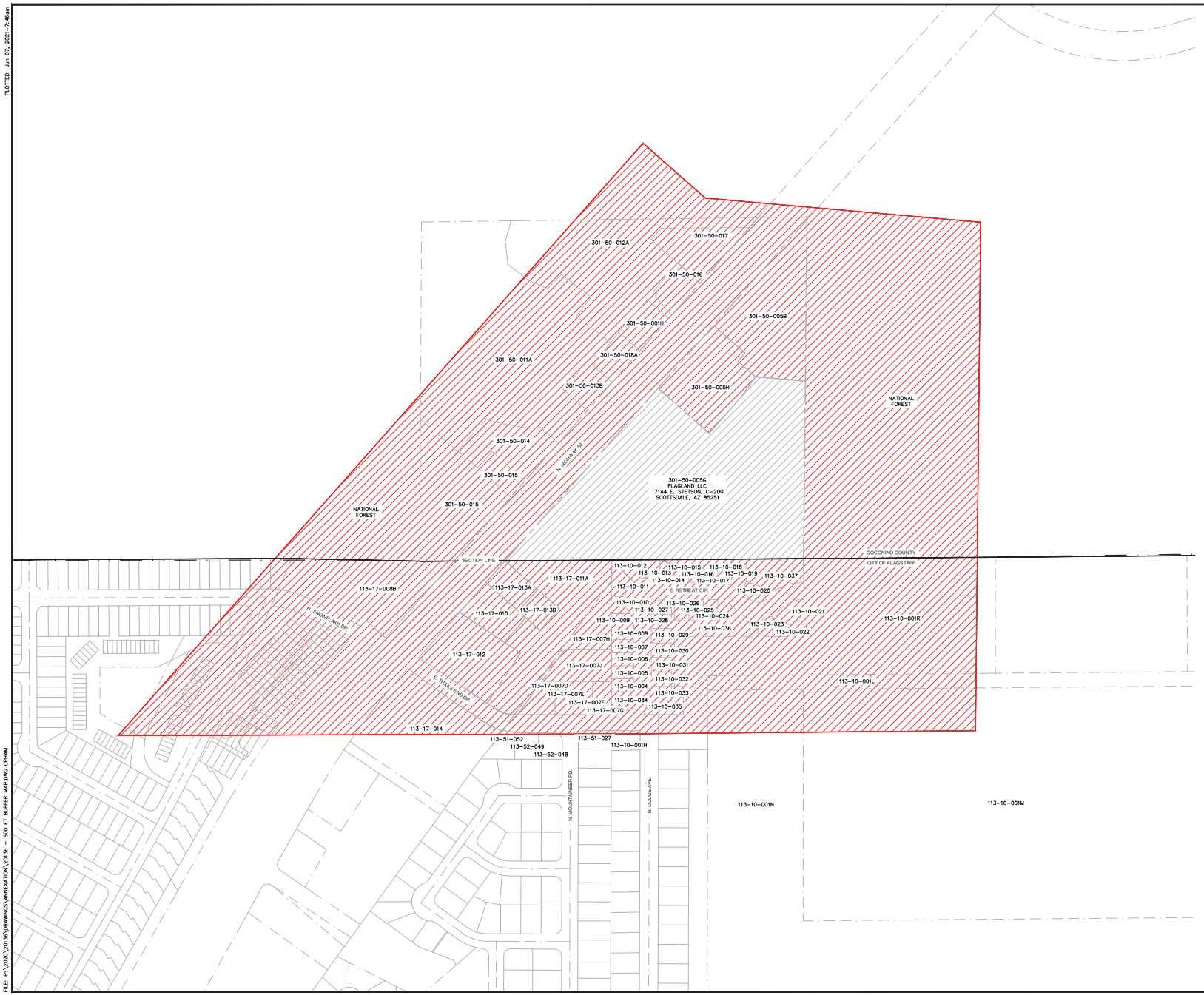
SECOND NEIGHBORHOOD MEETING WAIVER

Due to the additional information provided during and after the meeting and overall positive feedback at the first neighborhood meeting, the City of Flagstaff has granted our request to waive the requirement for the second neighborhood meeting.

PLANNING AND ZONING & CITY COUNCIL MEETINGS

The public hearings before the City of Flagstaff Planning and Zoning Commission and City Council have not been scheduled yet. Once the meeting dates have been determined, the public hearing letters will be sent to the same mailing list used for the neighborhood meetings and include information on how to access the virtual meetings. In addition to the public hearing letters, appropriate signage will be posted at least 15 days prior to the meetings per City requirements.

APPENDIX A



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

600 FOOT BUFFER MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

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

NO.	DESCRIPTION	DATE	BY

REVISIONS

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

DRAWING NO.
BM01

SHT NO. 1 OF 2

PLOTTED: Jun 07, 2021-7:46am
FILE: P:\2020\20136\DRAWINGS\ANNEXATION\20136 - 600 FT BUFFER MAP.DWG CPHAM

APPENDIX B

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8934 fax

www.swiaz.com

Engineering an environment of excellence.

June 14, 2021

Dear Neighbor,

Flagland LLC would like to invite the surrounding neighbors to a Neighborhood Meeting to discuss the annexation and rezoning applications (COF PZ-21-00087-003 & PZ-21-00087-004) that will be submitted for a parcel of land that is currently located within Coconino County. The subject parcel is located at 7000 N. Highway 89. The meeting and presentation will be held virtually on **Wednesday, June 30, 2021 at 6 pm** through Zoom to discuss the annexation and rezoning of this property. See below for the Zoom meeting instructions.

Join Zoom Meeting:
https://us02web.zoom.us/j/89182124001?pwd=dUM3V1BqU0JKNmhsSXZkY05wMUZqZz09
Meeting ID: 891 8212 4001
Passcode: 714021

The annexation application is specifically for APN 301-50-005G (±10.06 acres). Flagland LLC has the intention of building a Rehabilitation Substance Treatment Campus on the subject property, which is currently an allowed use within Coconino County Commercial Heavy (CH-10,000) zone. Flagland LLC would like to annex this County parcel into the City limits and designate this Campus to have the comparable City zoning district of Highway Commercial (HC), which also allows this use.

The rezoning application is only for the northeast corner of APN 301-50-005G (±1.10 acres). Flagland LLC has the intention of building an equestrian barn and arena in this corner of the site that will be utilized as part of the patient therapy program.

The plan sheets submitted in association with the Concept Plan and attached herein reflect the limits of the overall project. The parcel to be annexed is a part of an overall project that is called Flagstaff Rehab Campus and will consist of four proposed parcels. One parcel will be used for the Rehabilitation Substance Treatment Campus, one parcel will be used for the sober living units, and the two remaining parcels will be used for future development. Access to the site will be provided by two new full access driveways on N. Highway 89.

Project material will be available for review starting at 6:00 pm with a presentation starting shortly after followed by a question and answer session. This will allow any

neighborhood comment and questions to be identified and addressed prior to the project's public hearing before the City Planning and Zoning Commission. Comments will be included in the meeting summary and provided to the City Planning Department.

We hope to see you there. If you are unable to attend, please provide comments in the space below and mail to the developer's representative:

Mr. Stephen Irwin
Shephard-Wesnitzer, Inc.
110 West Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354
sirwin@swiaz.com

Please see below for the City of Flagstaff representative contact information:

Ms. Genevieve Pearthree
Planning Development Manager
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2603
~~gpearthree@flagstaff.gov~~
gpearthree@flagstaffaz.gov

Sincerely,
Shephard – Wesnitzer, Inc.

Stephen C. Irwin, P.E.
Project Engineer

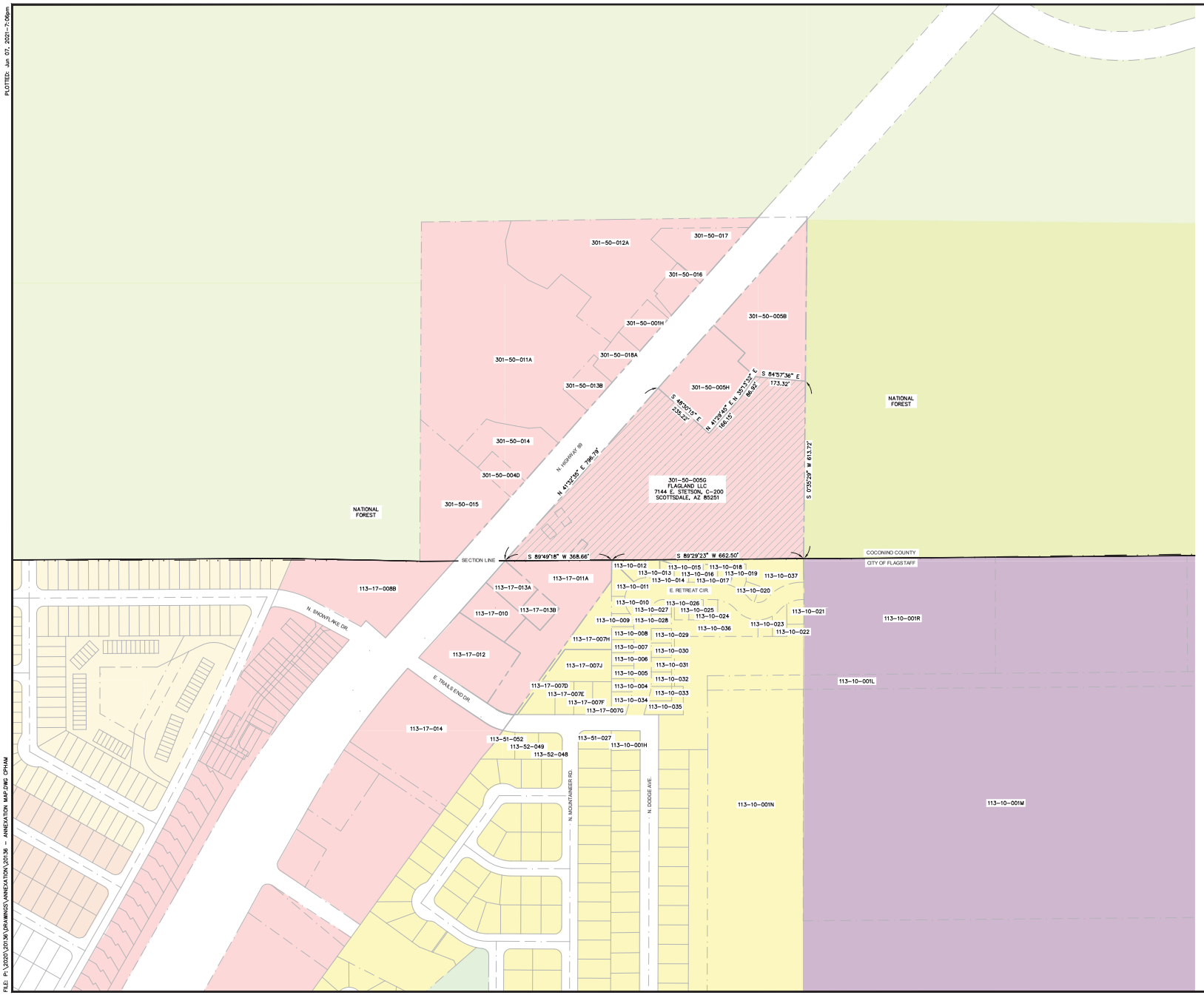
COMMENTS REGARDING THIS DEVELOPMENT

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, Arizona 86001

928.773.0354 ph
928.774.8934 fx

info@swiaz.com
www.swiaz.com



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" : 150'

0 75 150

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF ARIZONA

ANNEXATION MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

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

REVISIONS

NO.	DESCRIPTION	DATE	BY

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ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
AM01

SHT NO. 1 OF 1

PLOTTED: Jun 07, 2021 - 7:06pm

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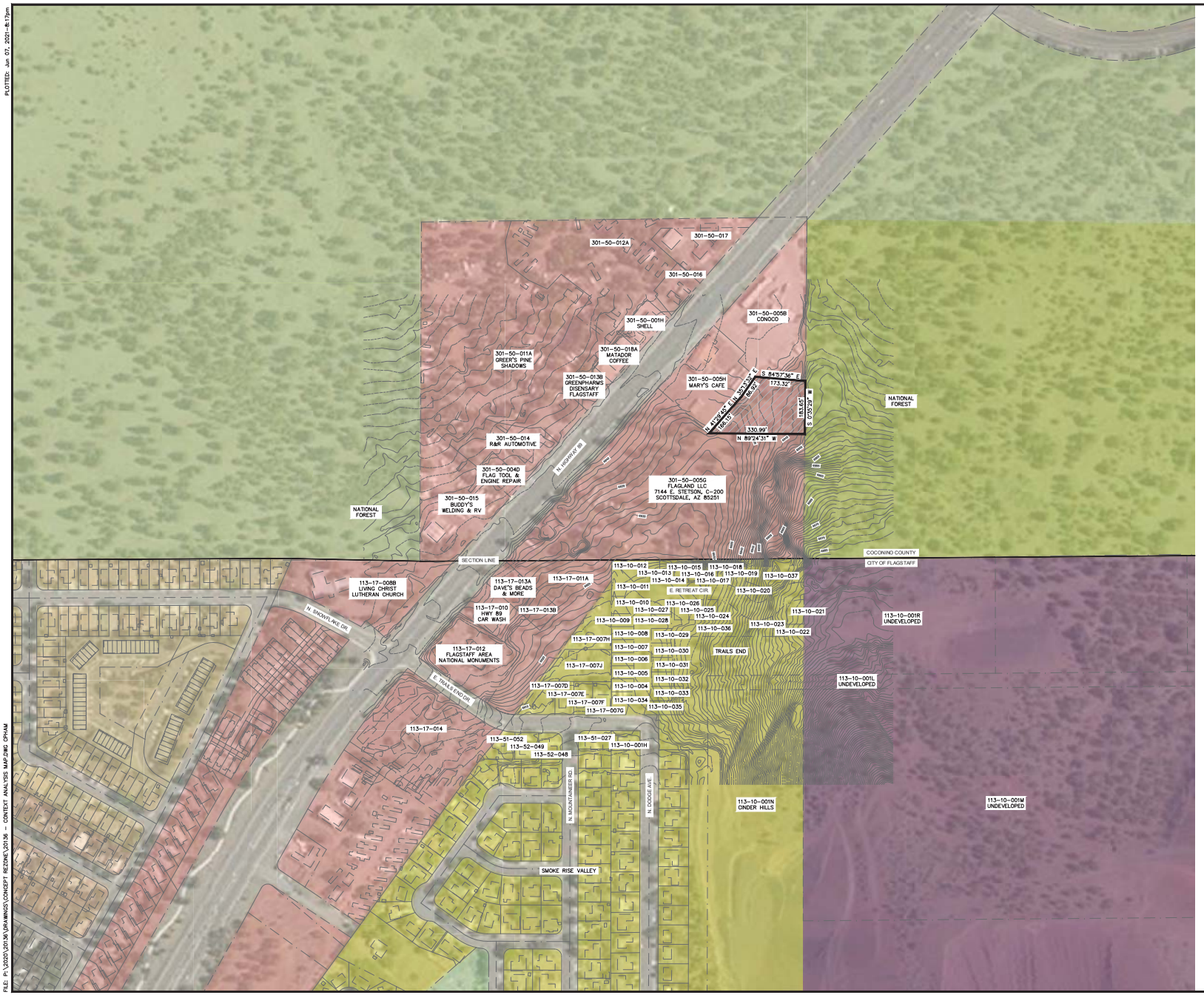

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONTEXT ANALYSIS MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

SVI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ. 86001
928.773.0354
928.774.8934 fax
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REVISIONS

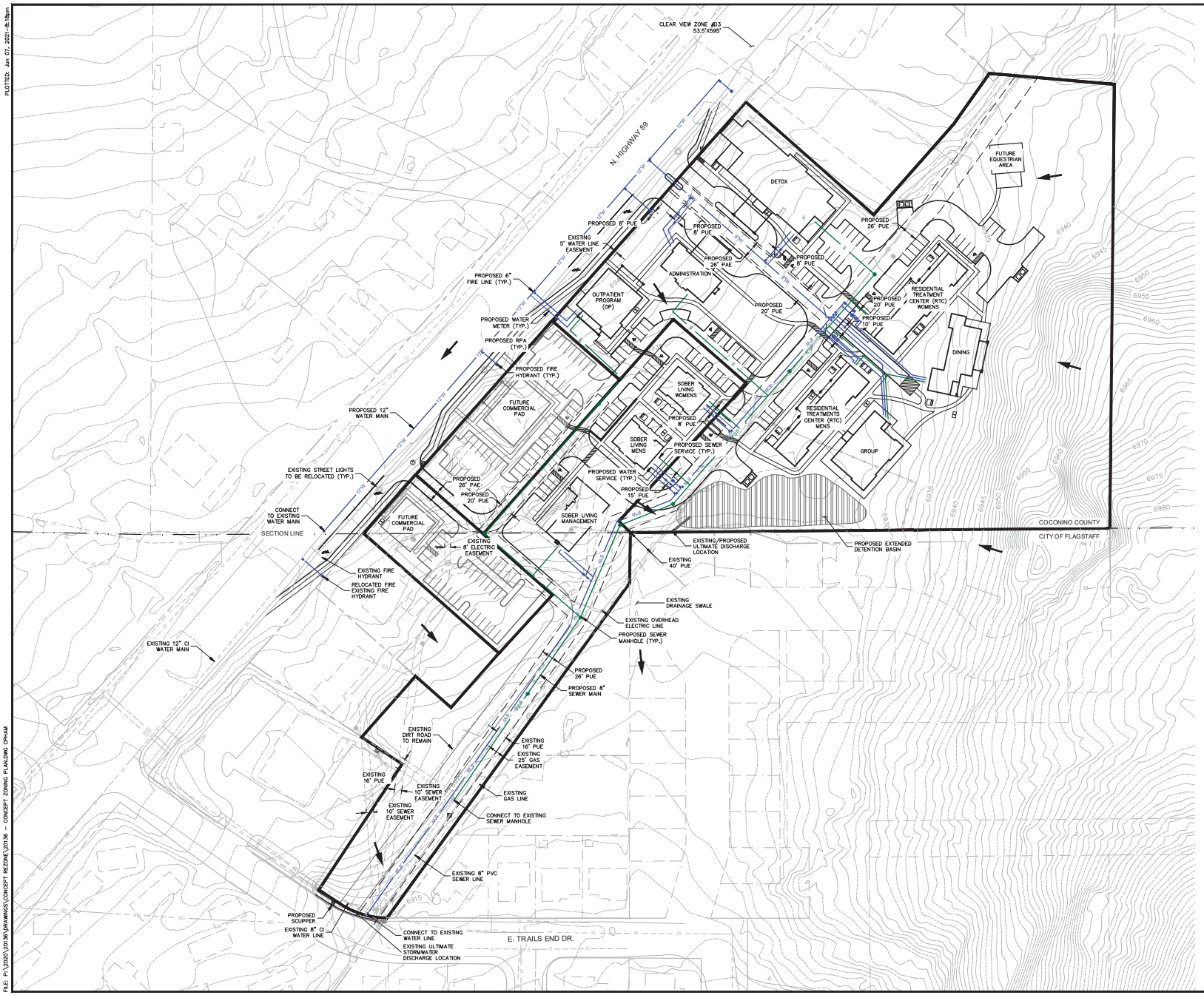
NO.	DESCRIPTION	DATE	BY

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

DRAWING NO.
CM01

SHT NO. 2 OF 5

PLOTTED: Jun 07, 2021-8:17pm
FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONTEXT ANALYSIS MAP.DWG CPHAM



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" = 60'
0 30 60

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONCEPT ZONING PLAN

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SCI

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

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

DRAWING NO.
CP01

SHT NO. 4 OF 5

PLOTTED: Jun 07, 2021 - 8:19am

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONCEPT ZONING PLAN.DWG CPHAM

APPENDIX C

ANNEXATION & REZONING NEIGHBORHOOD MEETING

NEIGHBORHOOD MEETING: June 30, 2021 at 6 pm

LOCATION OF MEETING: Zoom

https://us02web.zoom.us/j/89182124001?pwd=dUM3V1BqU0JKNmhsSXZkY05wMUZqZz09

REQUESTS: An Annexation for Flagland LLC to allow annexation of a property located on a 10.06-acre parcel at 7000 North Highway 89 within Coconino County Commercial Heavy (CH-10,000) zone. The parcel will have split zoning, which include proposed City zoning districts Highway Commercial (HC) and Rural Residential (RR).

A Rezoning for Flagland LLC to allow for an equestrian area located on 1.10-acre of the northeast corner of the site. The proposed City zoning district is and Rural Residential (RR).

AREA TO BE ANNEXED & REZONED: 7000 North Highway 89, Flagstaff, Arizona 86004 (APN 301-50-005G)

SIZE OF SITE: 10.06 acres (1.10 acres requested to be rezoned to RR)

COF PZ-21-00087-003 & PZ-21-00087-004

CONTACT: Stephen Irwin, Shephard-Wesnitzer, Inc., 928-773-0354

Or Genevieve Pearthree, City of Flagstaff, 928-213-2603


ANNEXATION & REZONING
NEIGHBORHOOD MEETING
NEIGHBORHOOD MEETING: June 30, 2021 at 6 pm
LOCATION OF MEETING: Zoom
https://us02web.zoom.us/j/89182124001?pwd=dUM3V1BqU0JKNmhsSXZkY05wMUZqZz09
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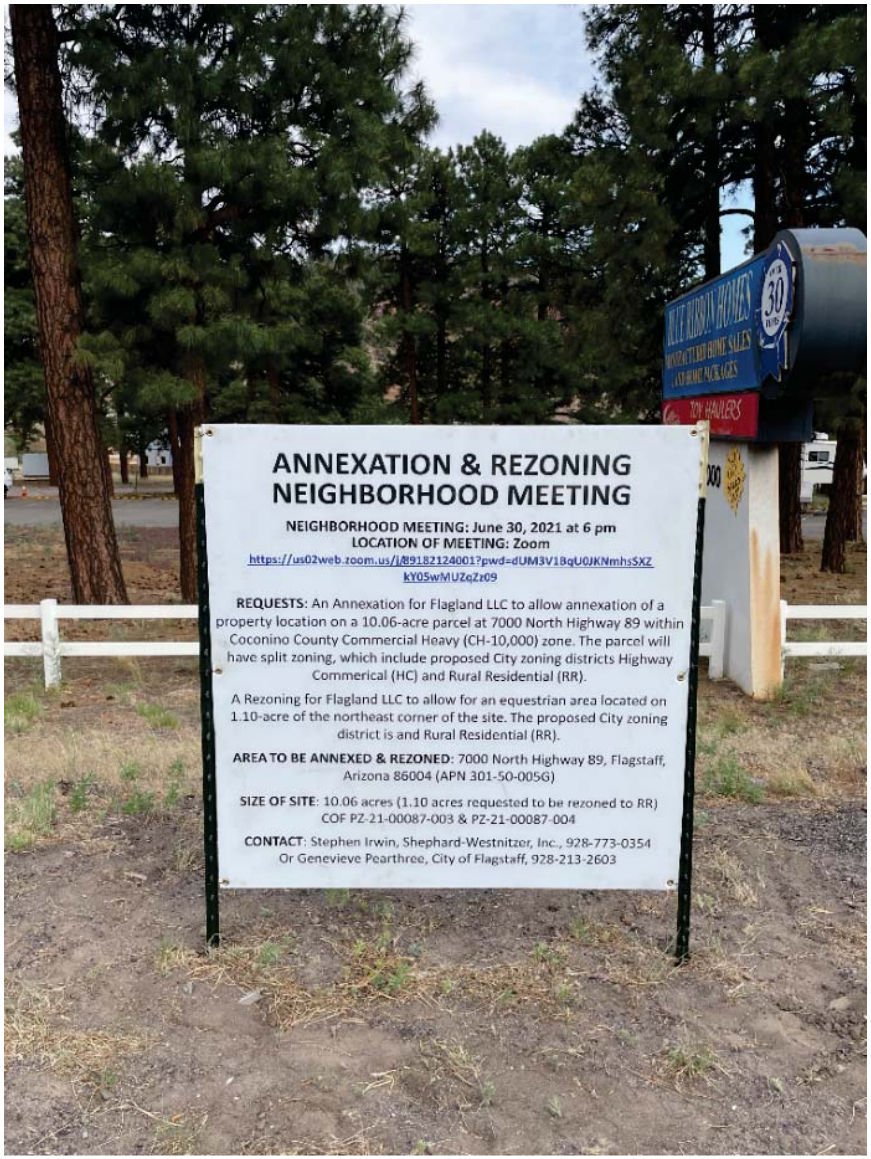
AREA TO BE ANNEXED & REZONED: 7000 North Highway 89, Flagstaff, Arizona 86004 (APN 301-50-005G)
SIZE OF SITE: 10.06 acres (1.10 acres requested to be rezoned to RR)
COF PZ-21-00087-003 & PZ-21-00087-004
CONTACT: Stephen Irwin, Shephard-Westnitzer, Inc., 928-773-0354
Or Genevieve Pearthree, City of Flagstaff, 928-213-2603


ANNEXATION & REZONING
NEIGHBORHOOD MEETING
NEIGHBORHOOD MEETING: June 30, 2021 at 6 pm
LOCATION OF MEETING: Zoom
https://us02web.zoom.us/j/89182124001?pwd=dUM3V1BqU0JKNmhsSXZkY05wMUZqZz09
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SIZE OF SITE: 10.06 acres (1.10 acres requested to be rezoned to RR)
COF PZ-21-00087-003 & PZ-21-00087-004
CONTACT: Stephen Irwin, Shephard-Westnitzer, Inc., 928-773-0354
Or Genevieve Pearthree, City of Flagstaff, 928-213-2603

APPENDIX D

Flagstaff Rehab Campus

SWI Project #20136

Virtual Neighborhood Meeting – Zoom Registration

Wednesday, June 30, 2021

Registrants	Email Address	Registration Date
Barbara Chadwick	barbara@flagstaffconcierge.com	Jun 30, 2021 06:09 PM
Gillian and Clint Bleeker	gillian@landscapeconnection.biz	Jun 30, 2021 06:09 PM
Gillian Bleeker	gillian@bleekersboxes.com	Jun 30, 2021 06:05 PM
Paul bustamante, architect	Paul@pdbarchitect.com	Jun 30, 2021 06:00 PM
Jenny McRoy	jenlmcroy@gmail.com	Jun 30, 2021 05:57 PM
Stephen Irwin	sirwin@swiaz.com	Jun 30, 2021 05:57 PM
Guillermo Cortes	gcortes71@gmail.com	Jun 30, 2021 05:57 PM
Valeria Chase	valeria.chase@nau.edu	Jun 30, 2021 05:57 PM
JD Huyser	johnhuyser@icloud.com	Jun 30, 2021 05:57 PM
Shawn Johnson	shawn.johnson@flagstaffaz.gov	Jun 30, 2021 05:56 PM
Jessica Truettner	Truettner4@yahoo.com	Jun 30, 2021 05:54 PM
Genevieve Pearthree	gpearthree@flagstaffaz.gov	Jun 30, 2021 05:54 PM
Sheila Harris	sheila@harrisconsult.co	Jun 30, 2021 05:53 PM
Shannon Anderson	sanderson@flagstaffaz.gov	Jun 30, 2021 05:53 PM
Dan Musselman	dmusselman@coconino.az.gov	Jun 30, 2021 05:53 PM

Registrants	Email Address	Registration Date
Judy	judyshelton513@gmail.com	Jun 30, 2021 05:52 PM
Cassandra Pham	cpham@swiaz.com	Jun 30, 2021 05:50 PM
michael zipprich	mzipprich@arc-america.com	Jun 30, 2021 05:49 PM
Carla McCord	cmccord@lovencontracting.com	Jun 30, 2021 05:40 PM
Michelle Shetler-Carrasco	mcarrasco@arc-america.com	Jun 30, 2021 05:34 PM
michael zipprich	mzipprich@enrpi.com	Jun 28, 2021 02:52 PM

APPENDIX E

Flagstaff Rehab Campus

PZ-21-00087



Virtual Neighborhood Meeting

June 30, 2021

Meeting Outline

- Team Introduction
- Meeting Information
- Project Overview
- Proposed Annexation and Rezone
- Next Steps
- Question & Answer Session

Team Introduction

Developer: America's Rehab Campuses

- Mike Zipprich, CEO
- Michelle Shetler-Carrasco, COO/Executive VP

Architect: Paul Bustamante

- Paul Bustamante

Engineer: Shephard-Wesnitzer, Inc.

- Guillermo Cortes / Stephen Irwin, PE
- Cassandra Pham, EIT

Meeting Information

- This meeting is scheduled for one hour duration
- Remain muted throughout presentation
- Please be advised that this meeting is being recorded

PLOTTED: Jun 07, 2021–11:05am

LOCATED IN NW QUARTER OF SECTION 5 AND THE SOUTH HALF OF SECTION 32, TOWNSHIP 21 NORTH AND 22 NORTH, RANGE 8 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



Shephard Wesnitzer, Inc.

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

www.swiaz.com

JOB NO.	20136
DATE	JUN 21
SCALE	1"=500'
DRAWN	CNP
DESIGN	CNP
CHECKED	SCI

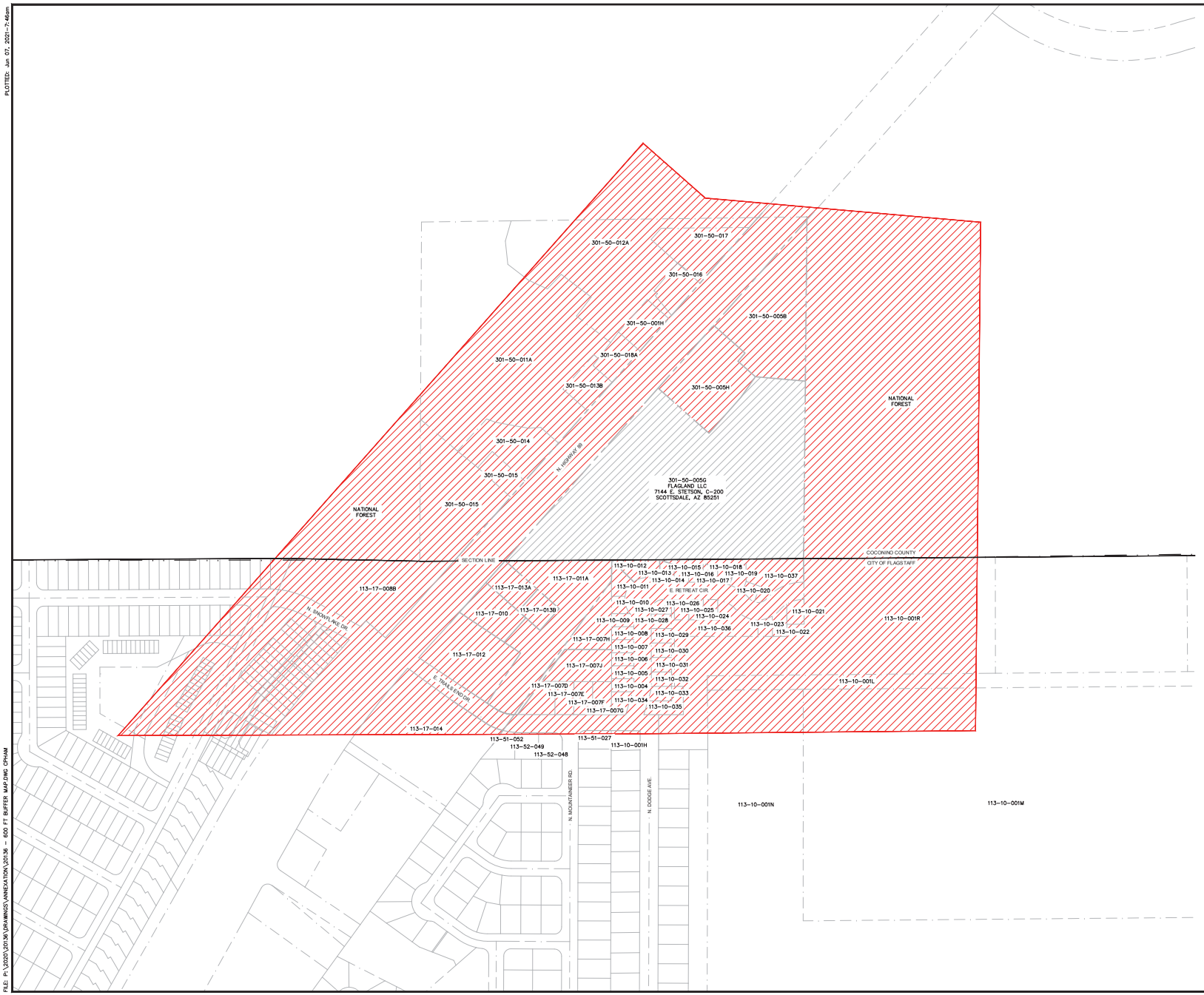
FLAGSTAFF REHAB CAMPUS

FLAGSTAFF
ARIZONA

VICINITY MAP

SHEET 1 OF 1

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 – VICINITY MAP.DWG CPHAM



FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

600 FOOT BUFFER MAP

JOB NO: 2036
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

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

NO.	DESCRIPTION	DATE	BY

REVISIONS

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

PRELIMINARY

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C.O.F. Project # PZ 20-00164

DRAWING NO.
BM01

SHT NO. 1 OF 2

PLOTTED: Jun 07, 2021-7:46am

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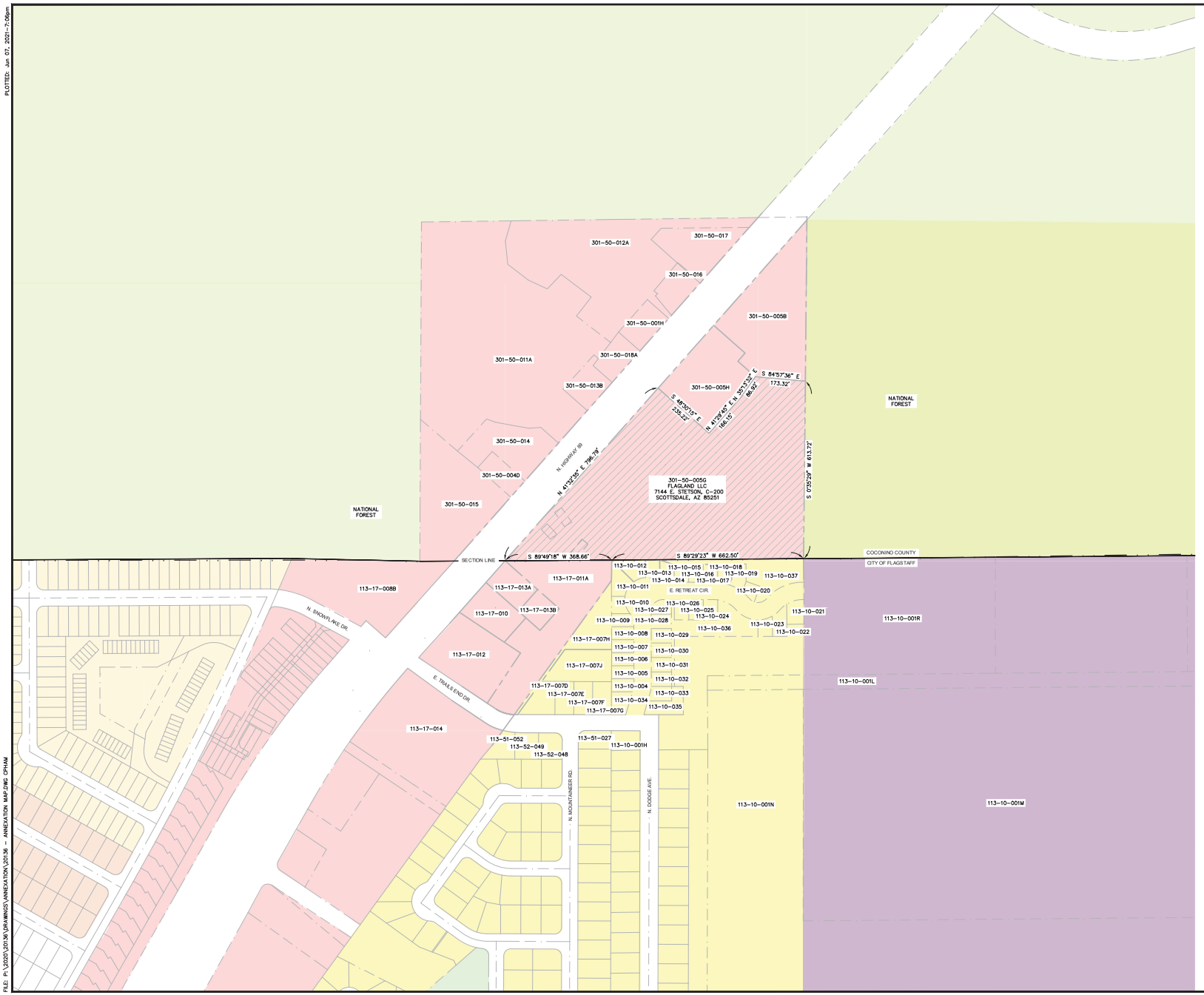

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

SCALE 1" : 150'

0 75 150

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF ARIZONA

ANNEXATION MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

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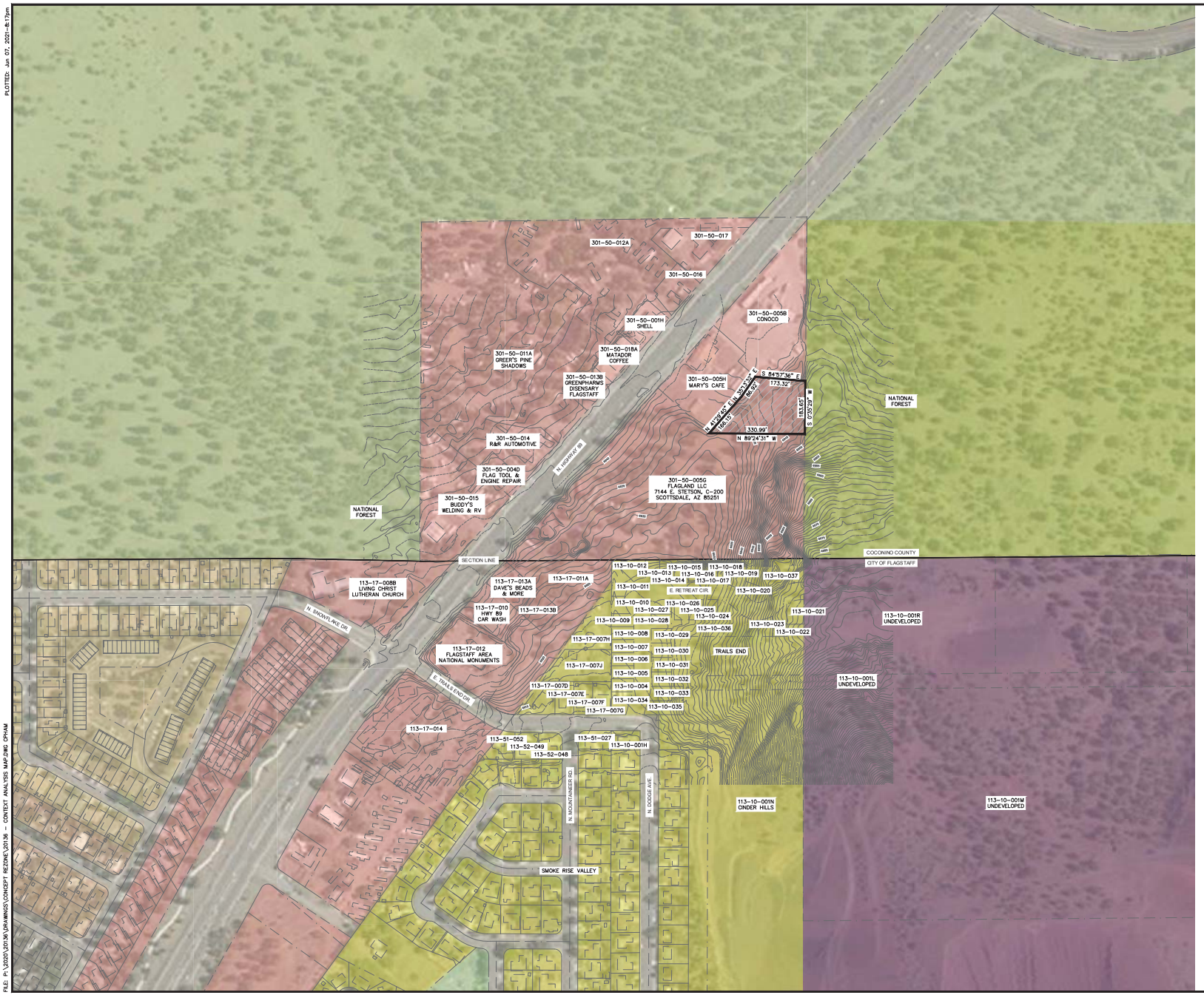
DRAWING NO.
AM01

SHT NO. 1 OF 1

PLOTTED: Jun 07, 2021 - 7:06pm

FILE: P:\2020\20136\DRAWINGS\ANNEXATION\20136 - ANNEXATION MAP.DWG CPHAM



FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONTEXT ANALYSIS MAP

JOB NO: 20136
DATE: JUN 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

SVI
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REVISIONS

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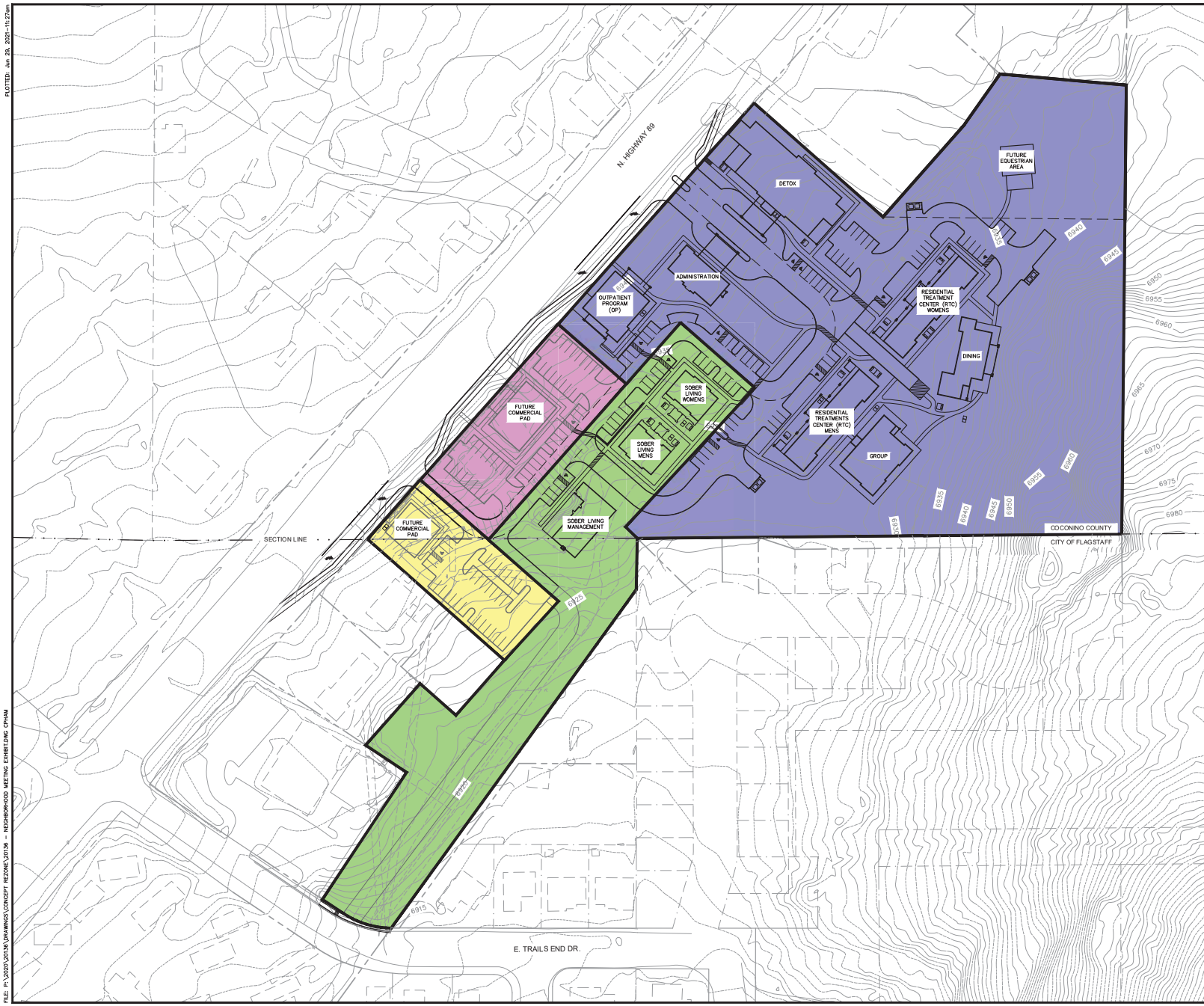
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CM01

SHT NO. 2 OF 5

PLOTTED: Jun 07, 2021-8:17pm
FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONTEXT ANALYSIS MAP.DWG CPHAM



LEGEND

- FLAGSTAFF REHAB CAMPUS
- SOBER LIVING
- FUTURE COMMERCIAL PAD 1
- FUTURE COMMERCIAL PAD 2

SCALE 1" : 60'
0 30 60

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF ARIZONA

FLAGSTAFF REHAB CAMPUS

CONCEPT ZONING PLAN

JOB NO:	20136
DATE:	JUN 21
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
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SWI Shephard Wesnitzer, Inc.

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ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CP01

SHT NO. 4 OF 5

PLOTTED: Jun 29, 2021-11:27am

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - NEIGHBORHOOD MEETING EXHIBIT.DWG CPHAM

Flagstaff Location







Khaki Brown >



Timber Bark >



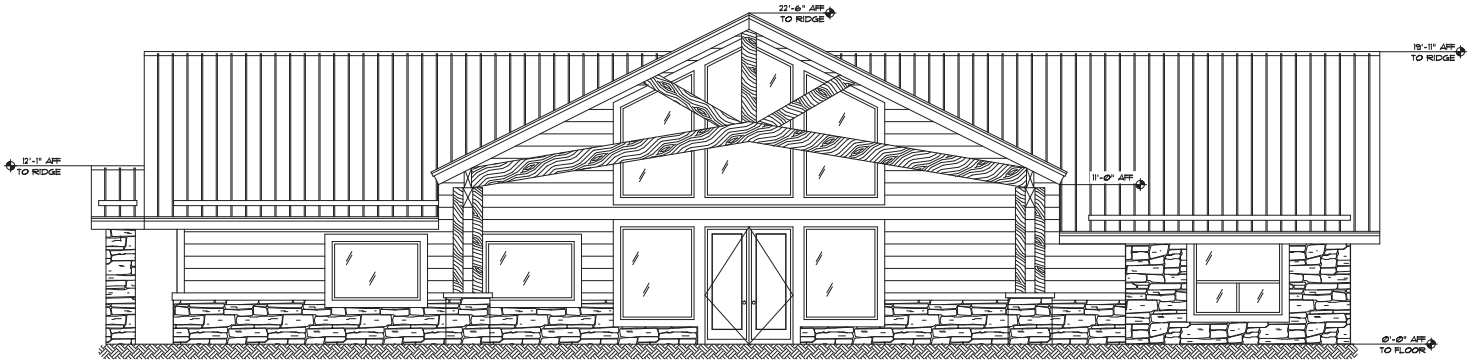
Aged Pewter >



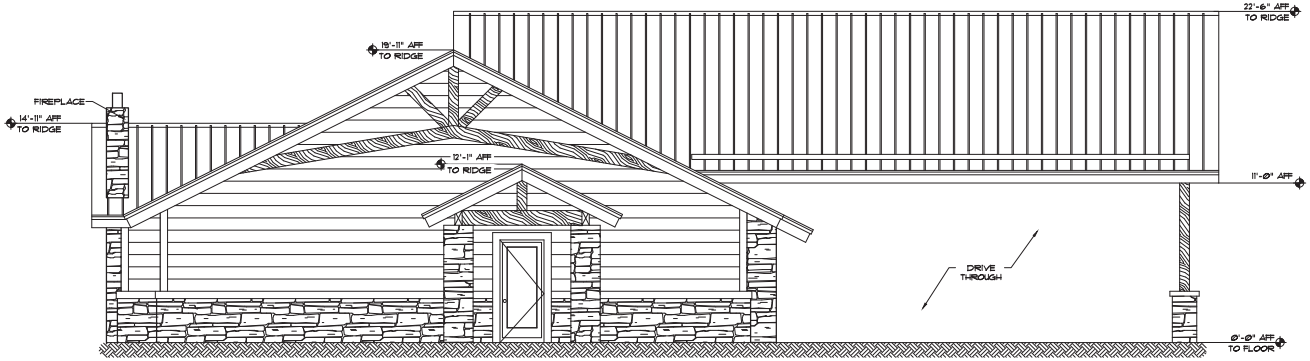
Ledgestone Series
(Click to view all Ledgestone Veneer styles)



Stone Combinations
(Click to view all Stone Combination styles)



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. bustamante
architect

Health Facility - Admin Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

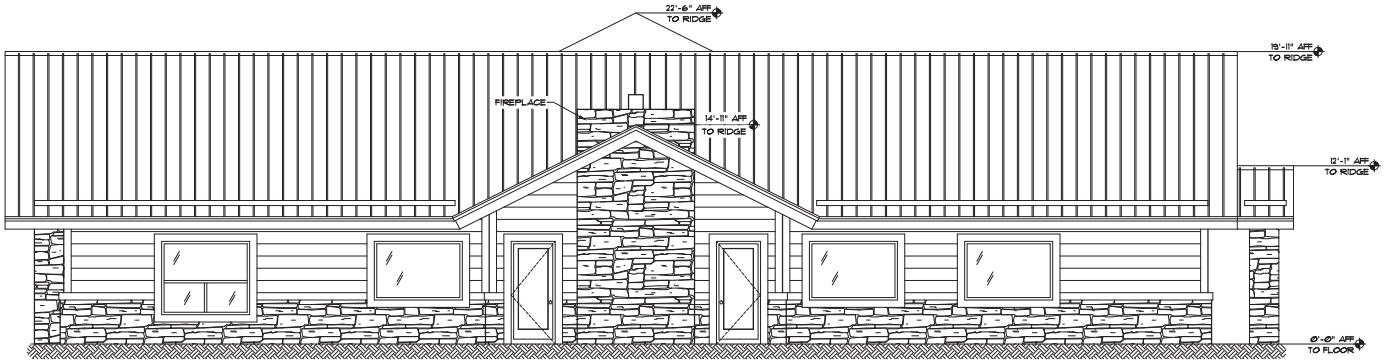
Drawn: LJ

Date: January 19, 2021

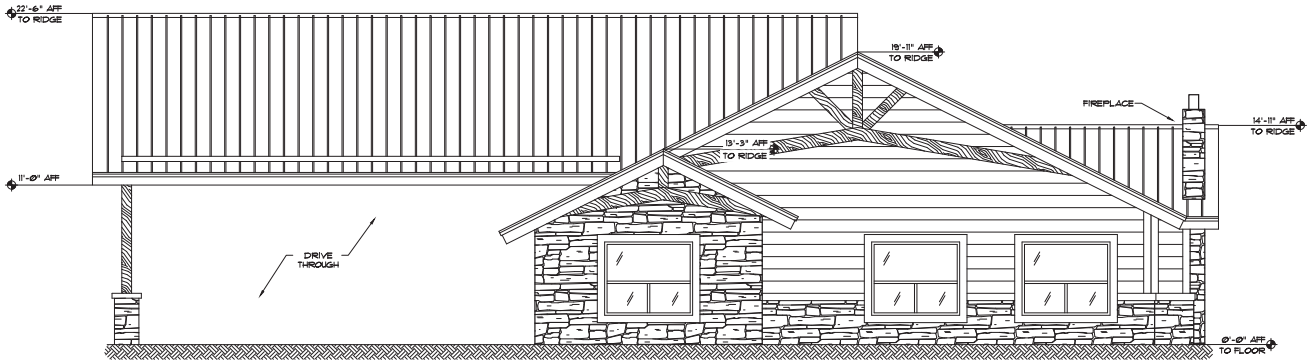
Job No:

SHEET
A-AD2.0

EXTERIOR ELEVS
ADMIN
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-Ø"



2 EAST ELEVATION
SCALE: 1/4" = 1'-Ø"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Health Facility - Admin Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

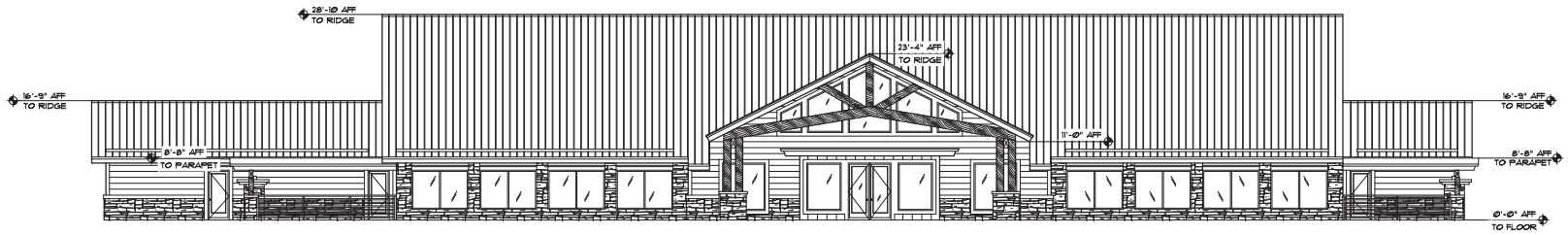
Drawn: LJ

Date: January 19, 2021

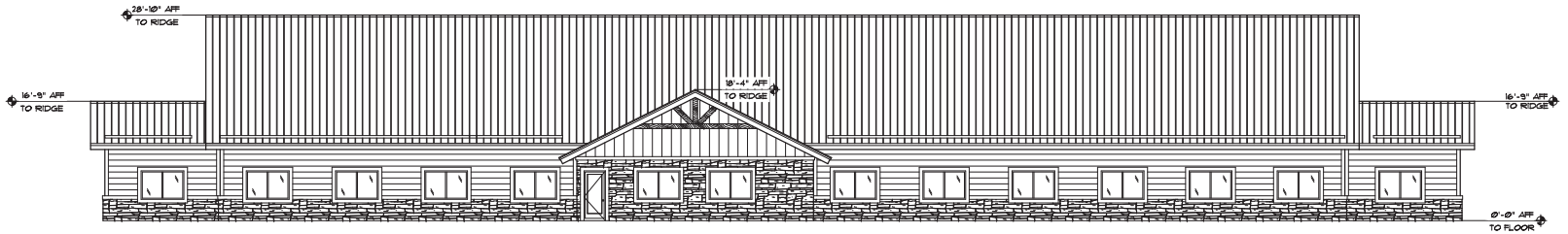
Job No:

SHEET
A-AD2.1

EXTERIOR ELEVS
ADMIN.
SCALE: 1/4" = 1'-Ø"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBlanchard@aol.com

paul d. blanchard
architect

Health Facility - Detox Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

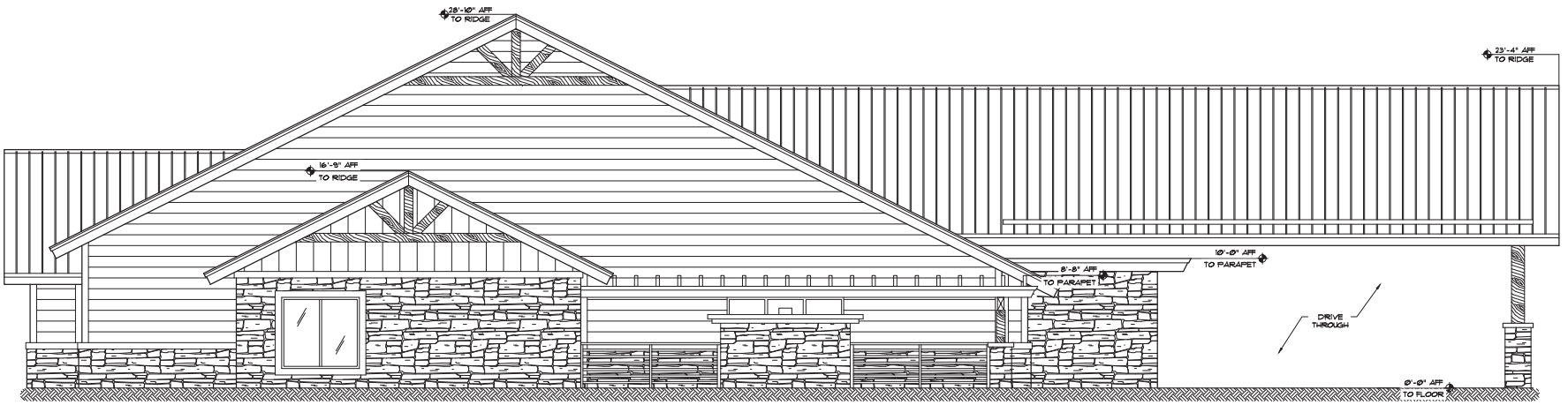
Drawn: LJ

Date: February 5, 2021

Job No:

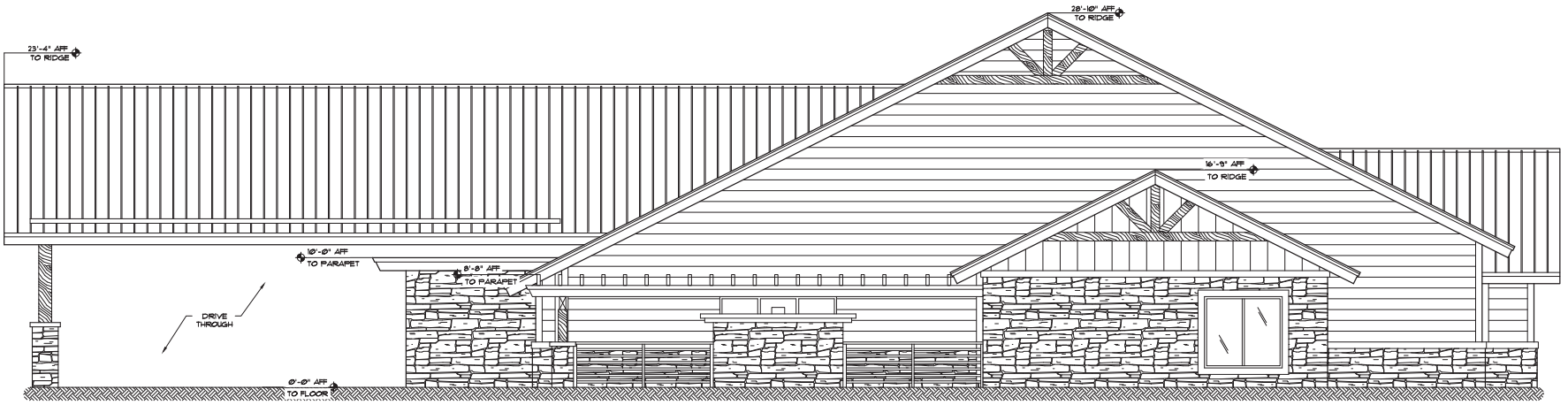
SHEET
A-DT2.0

EXTERIOR ELEVS
DETOX
SCALE: 1/8" = 1'-0"



1 WEST ELEVATION

SCALE: 1/4" = 1'-0"



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, az 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Health Facility - Detox Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

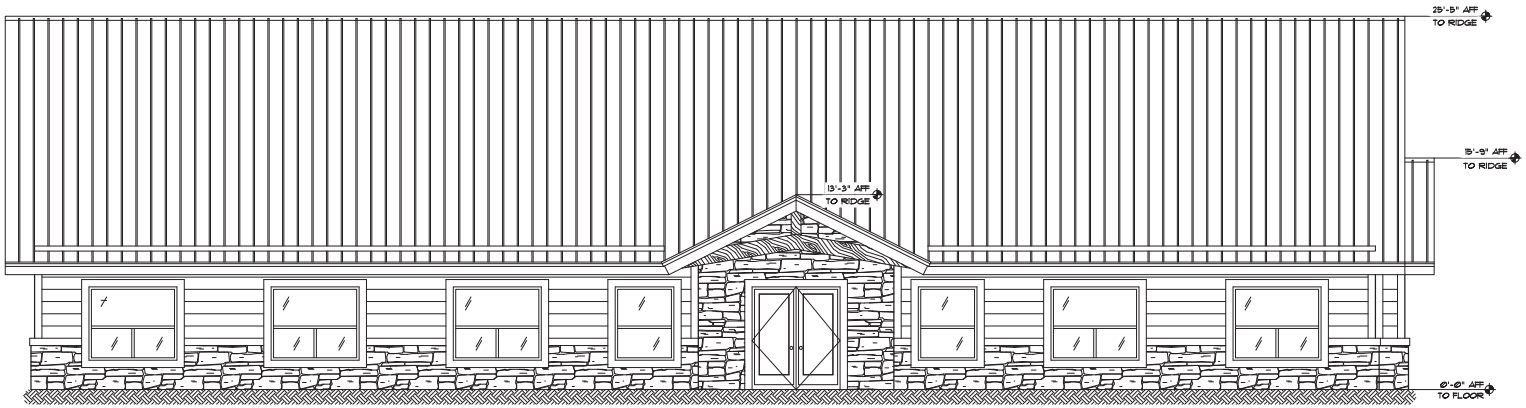
Drawn: LJ

Date: February 5, 2021

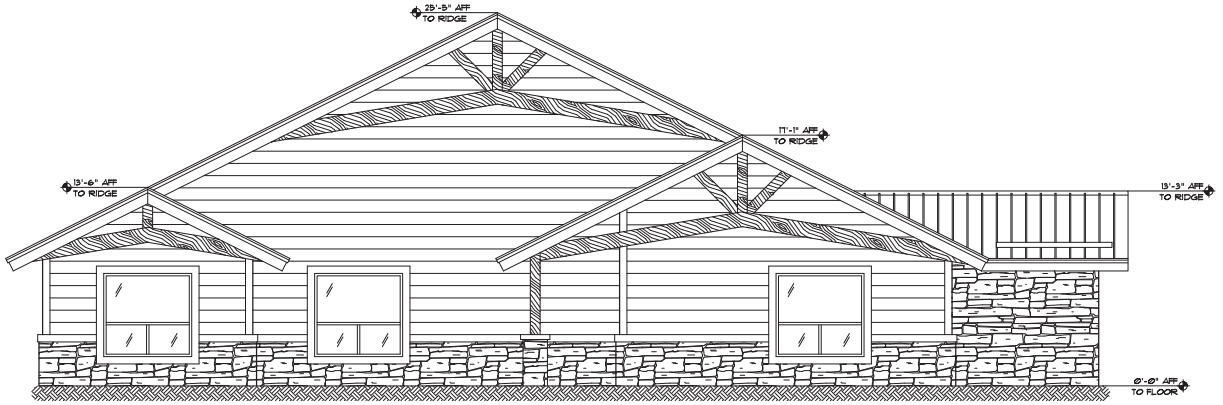
Job No:

SHEET
A-DT2.1

EXTERIOR ELEVS
DETOX
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buchanan
architect

Health Facility - Group Building
Highway 89-A
Flagstaff, AZ

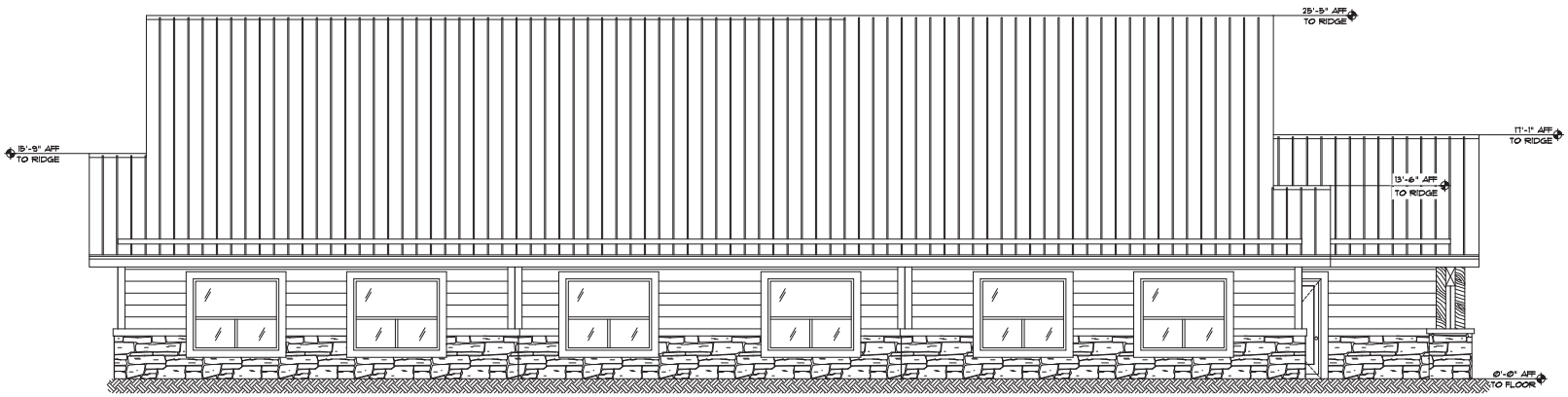
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: January 19, 2021
Job No:

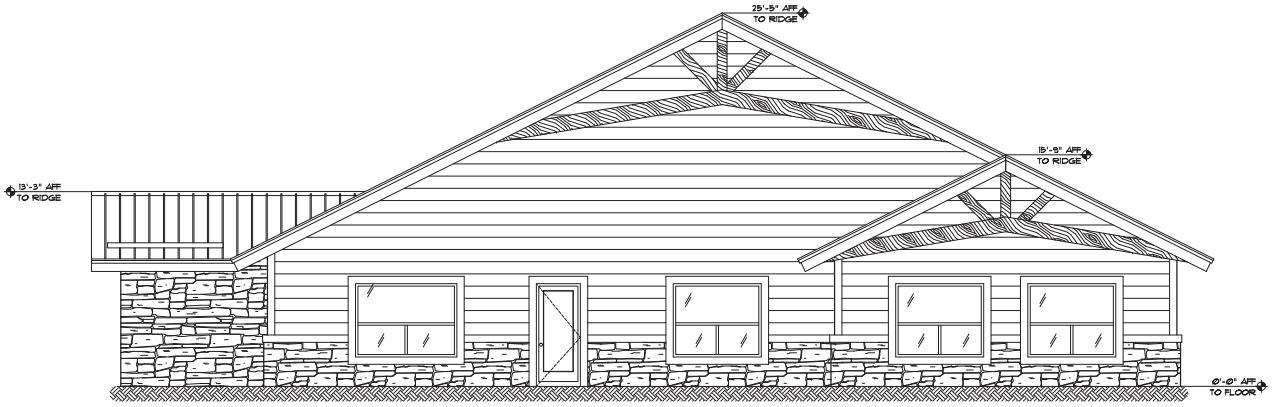
SHEET
A-GR2.0

EXTERIOR ELEVS
GROUP
SCALE: 1/4" = 1'-0"



① NORTH ELEVATION

SCALE: 1/4" = 1'-0"



② EAST ELEVATION

SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Health Facility - Group Building
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

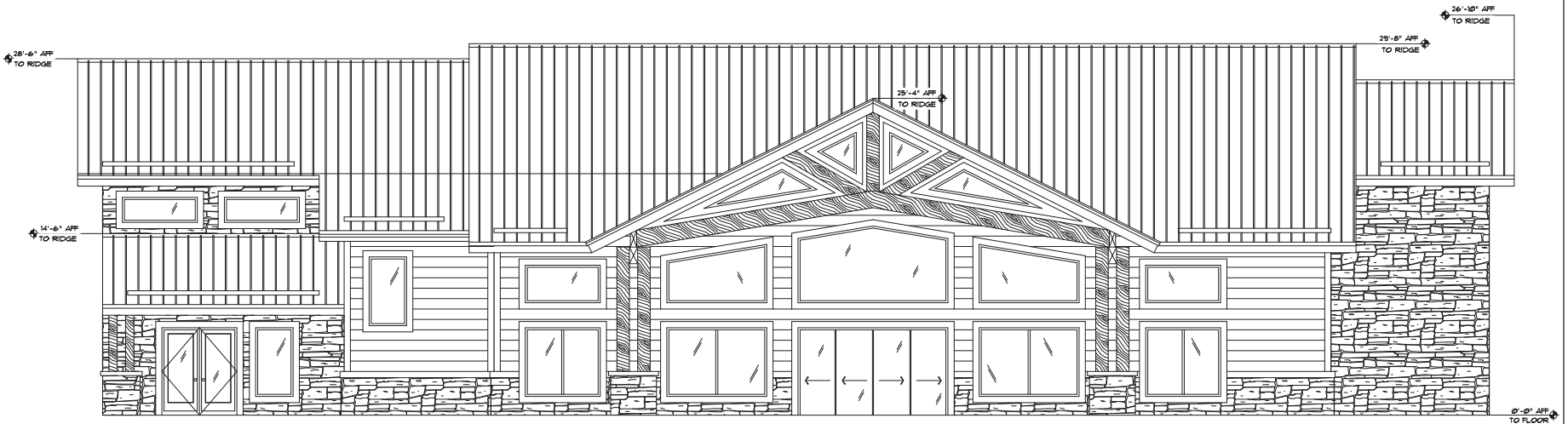
Drawn: LJ

Date: January 19, 2021

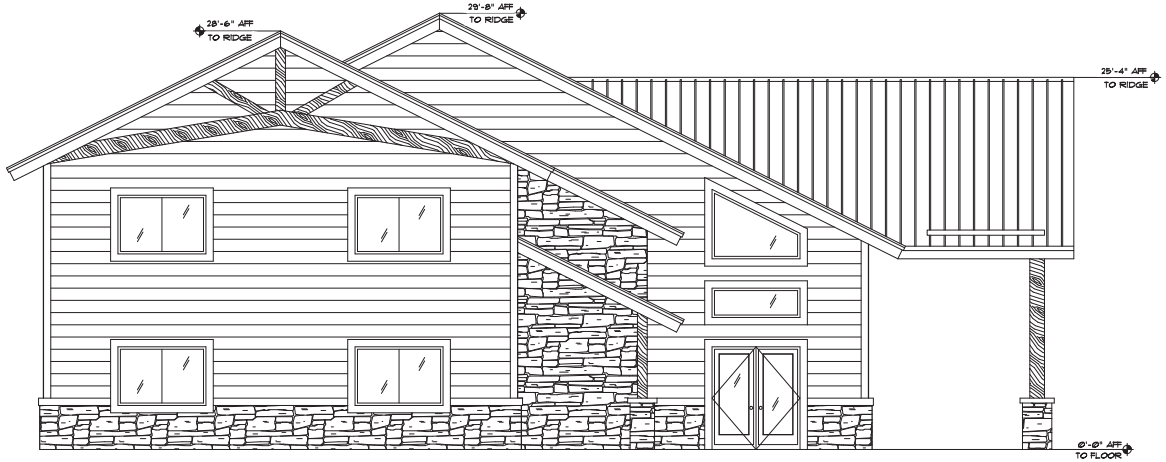
Job No:

SHEET
A-GR2.1

EXTERIOR ELEVS
GROUP
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buscamanis
architect

Health Facility - Kitchen/Dining
Highway 89-A
Flagstaff, AZ

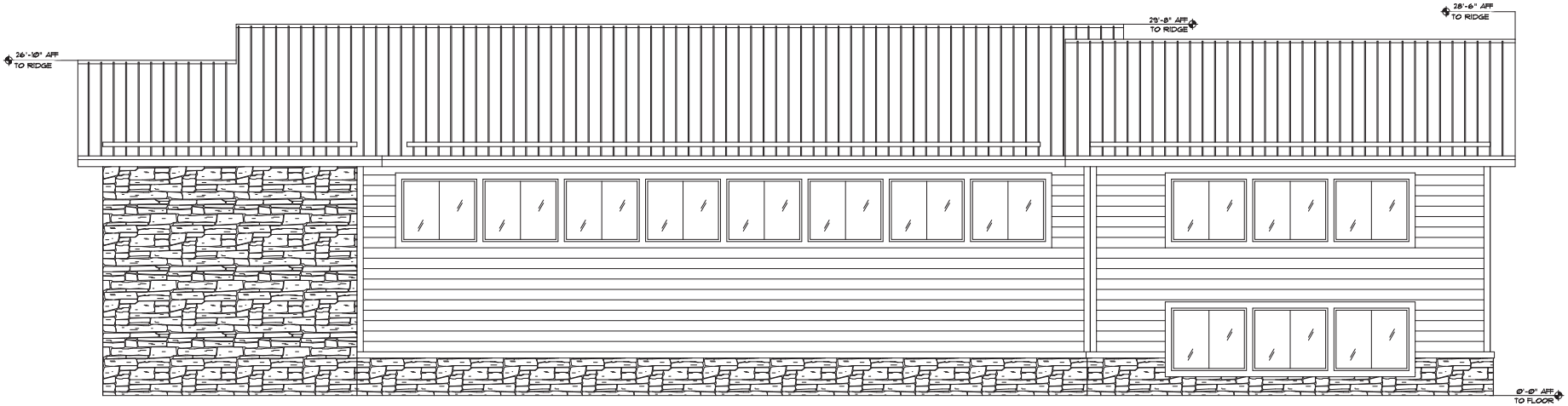
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

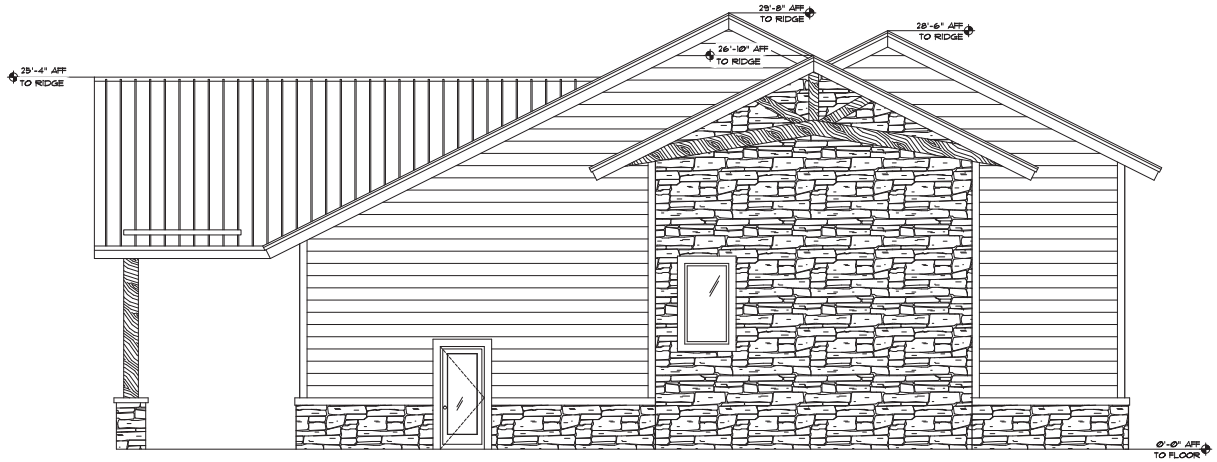
Drawn: LJ
Date: January 19, 2021
Job No:

SHEET
A-KD2.0

EXTERIOR ELEVS
Kitchen/Dining
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buscamanda
architect

Health Facility - Kitchen/Dining
Highway 89-A
Flagstaff, AZ

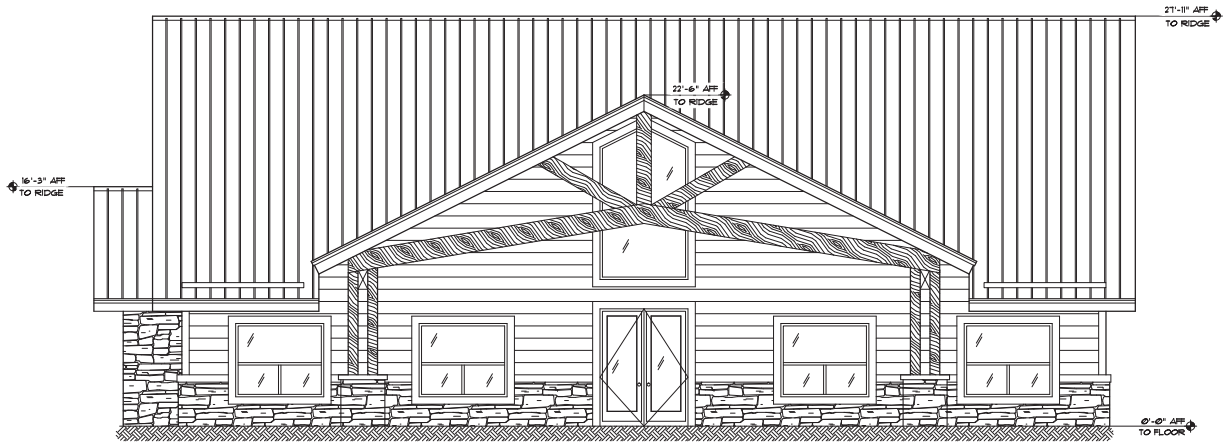
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

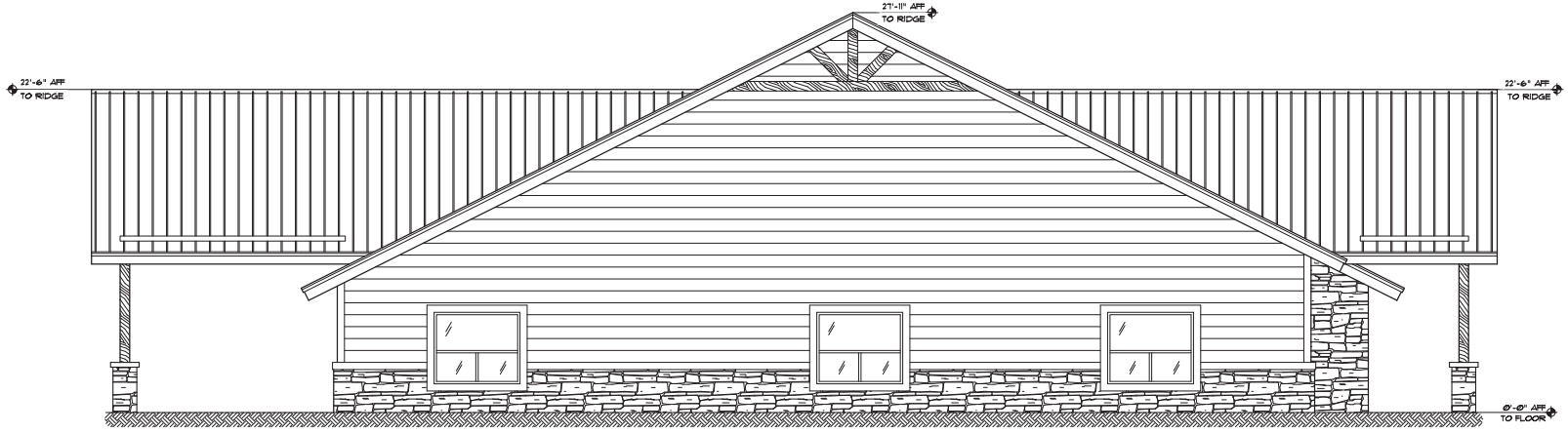
Drawn: LJ
Date: January 19, 2021
Job No:

SHEET
A-KD2.1

EXTERIOR ELEVS
Kitchen/Dining
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION (FRONT)
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buschmanns
architect

Health Facility - OP Building
Highway 89-A
Flagstaff, AZ

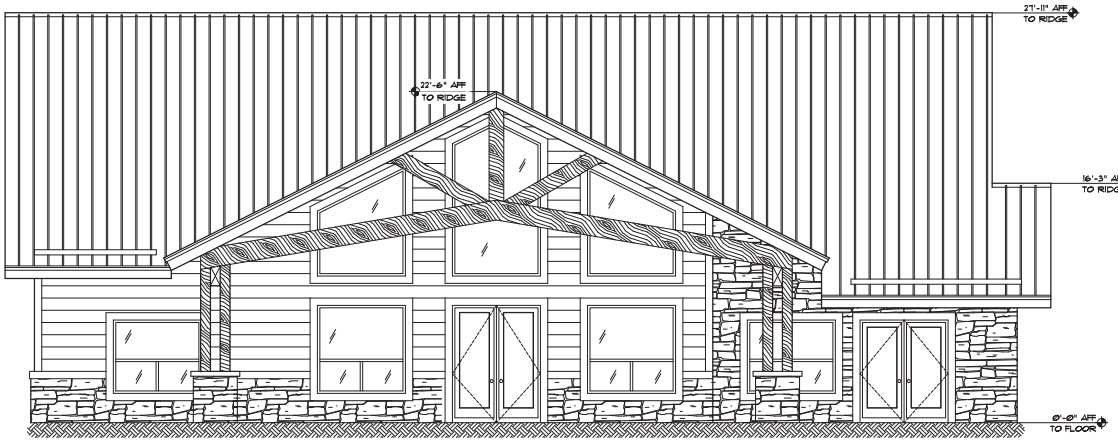
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

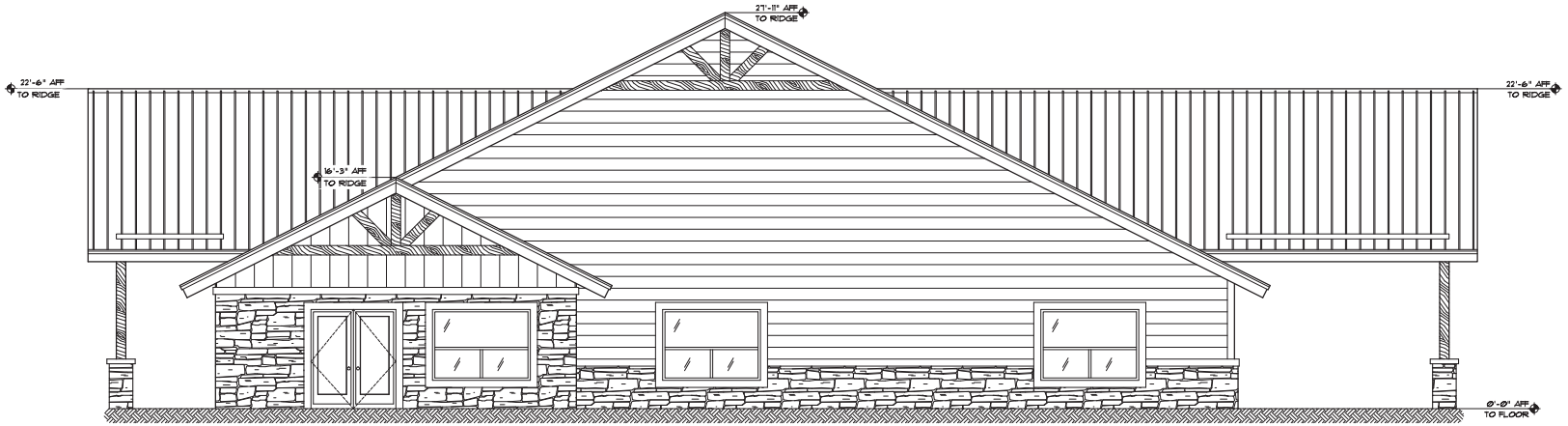
Drawn: LJ
Date: February 4, 2021
Job No:

SHEET
A-OP2.0

EXTERIOR ELEVS
OP
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION (BACK)
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buschmanns
architect

Health Facility - OP Building
Highway 89-A
Flagstaff, AZ

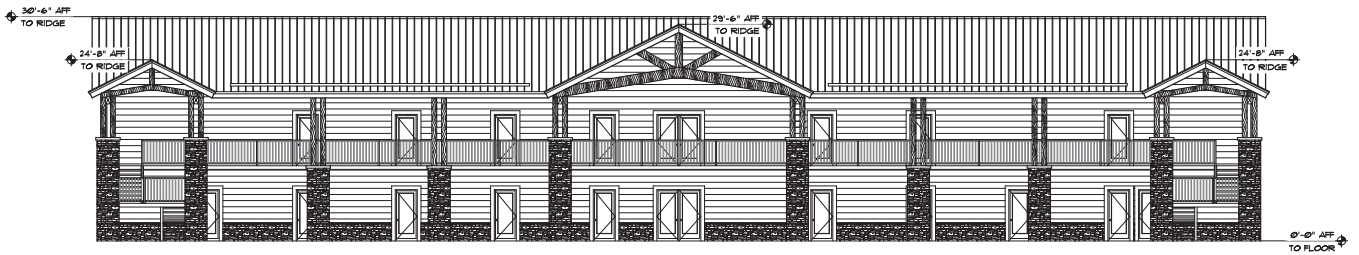
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

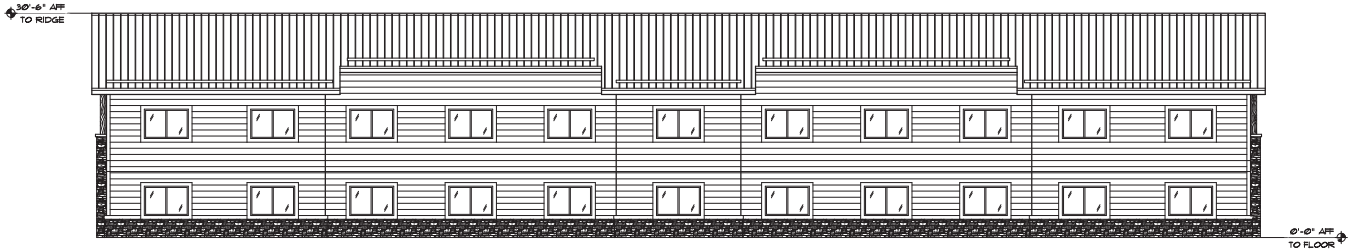
Drawn: LJ
Date: February 3, 2021
Job No:

SHEET
A-OP2.1

EXTERIOR ELEVS
OP
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. buschmanns
architect

Health Facility - RTC Men & Women
12425 N 19TH AVE
Phoenix, AZ 85029

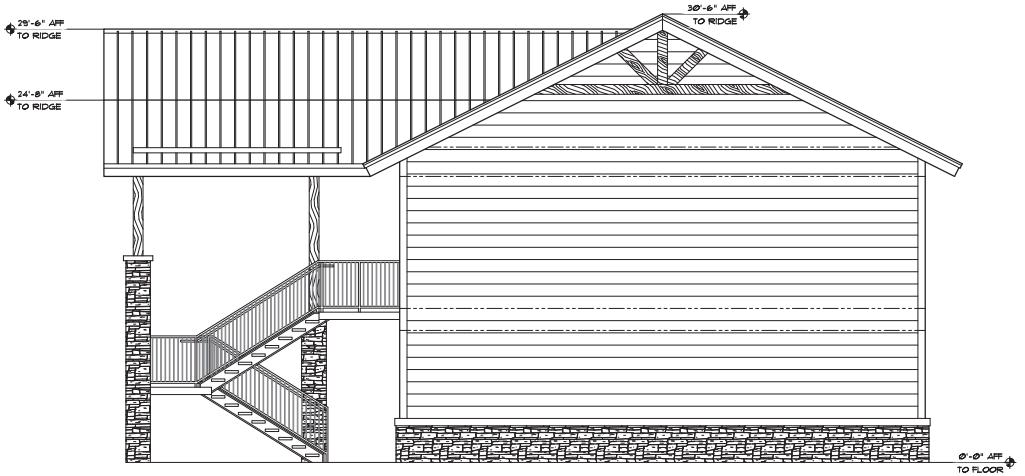
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

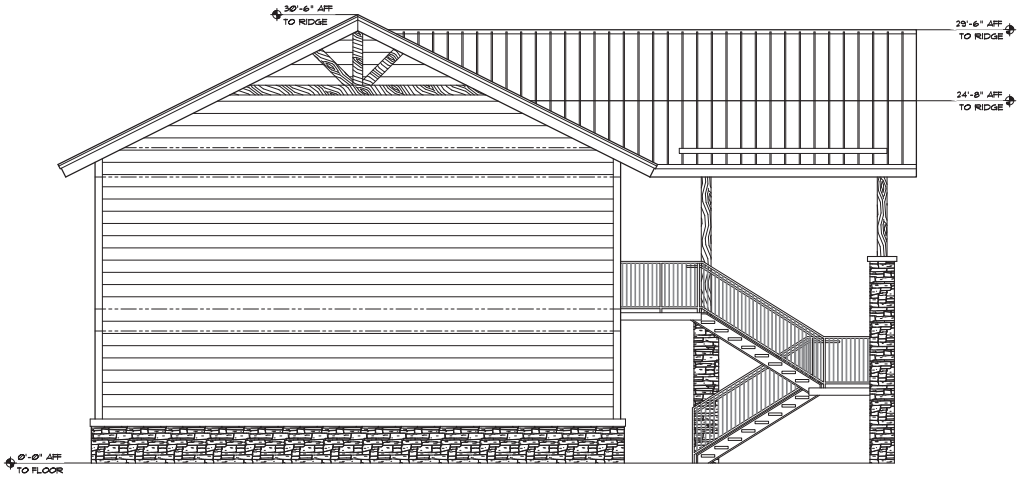
Drawn: LJ
Date: April 6, 2021
Job No:

SHEET
A-RTC2.0

EXTERIOR ELEVS
RTC MEN & WOMEN
SCALE: 1/8" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Health Facility - RTC Men & Women
12425 N 19TH AVE
Phoenix, AZ 85029

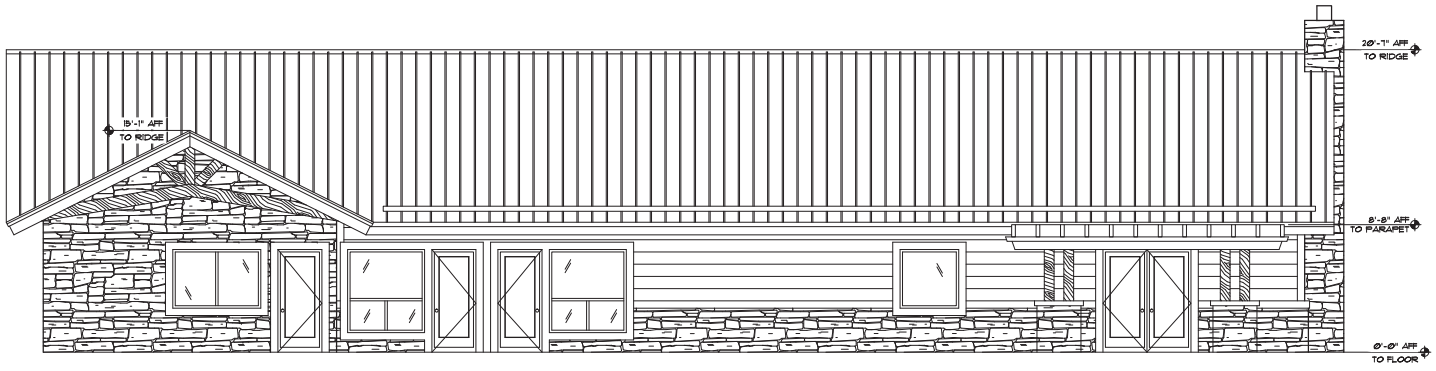
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ
Date: April 6, 2021
Job No:

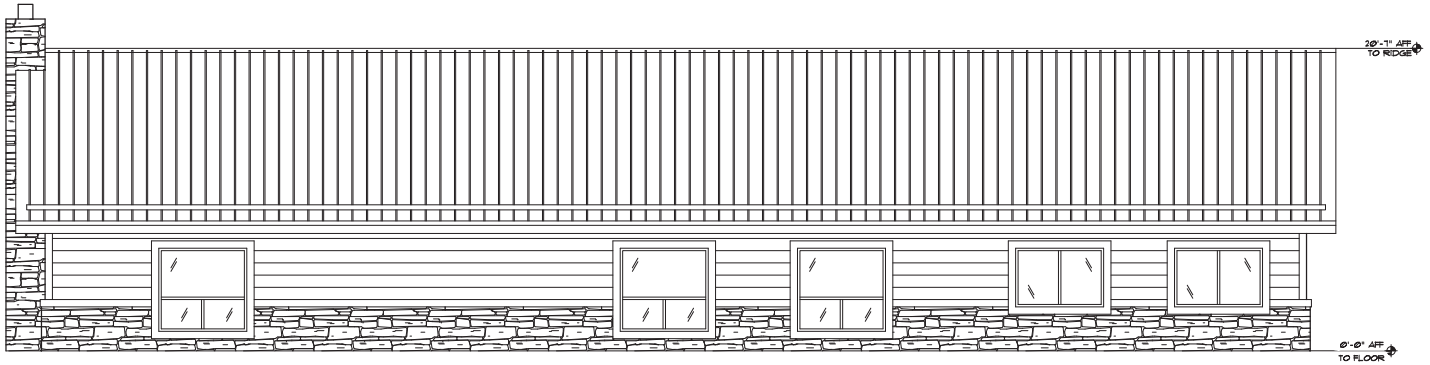
SHEET
RTC2.1

EXTERIOR ELEVS
RTC MEN & WOMEN
SCALE: 1/4" = 1'-0"



① SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



② NORTH ELEVATION

SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. bustamante
architect

Sober Living - Management
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

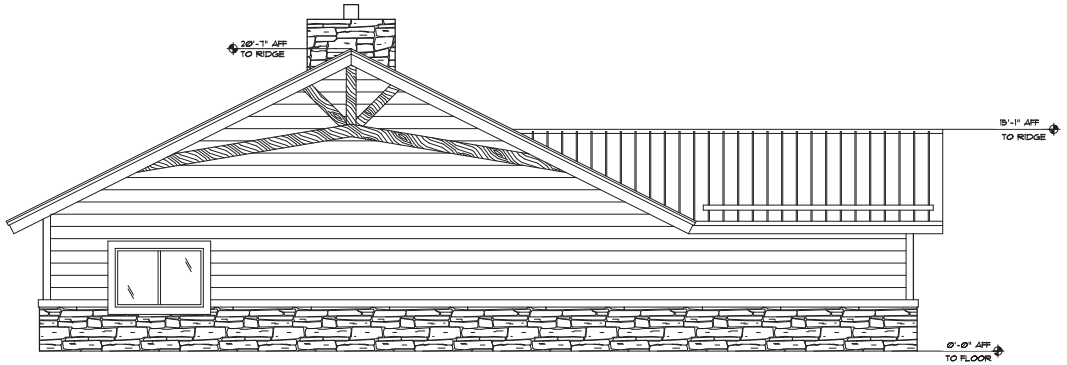
Drawn: LJ

Date: January 21, 2021

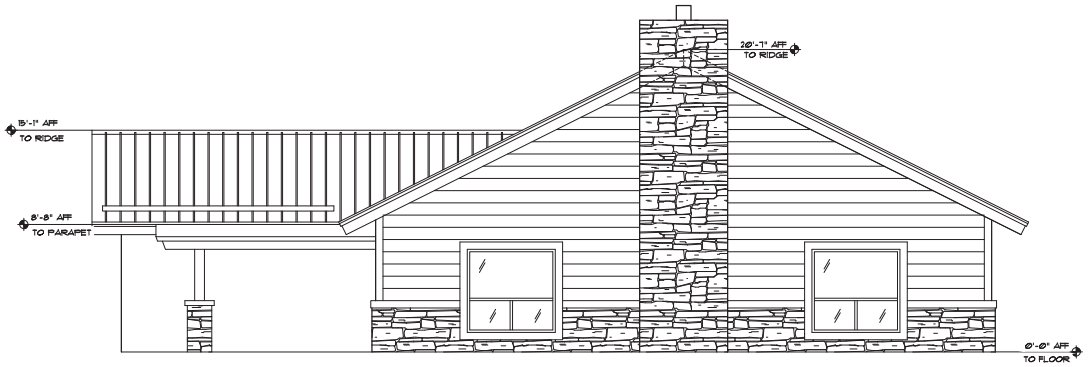
Job No:

SHEET
A-SM2.0

EXTERIOR ELEVS
Management
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com

paul d. buschmanns
architect

Sober Living - Management
Highway 89-A
Flagstaff, AZ

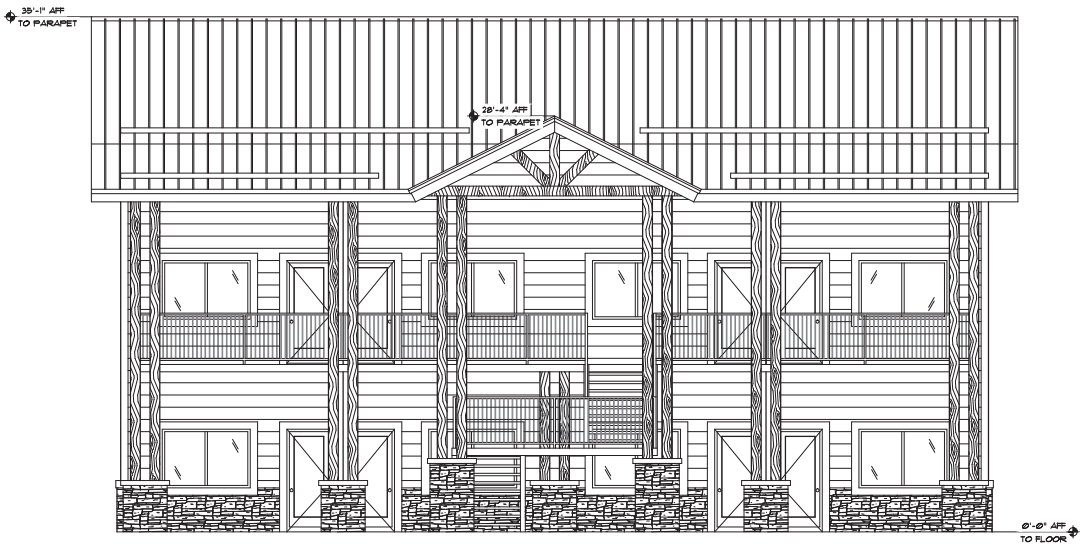
PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

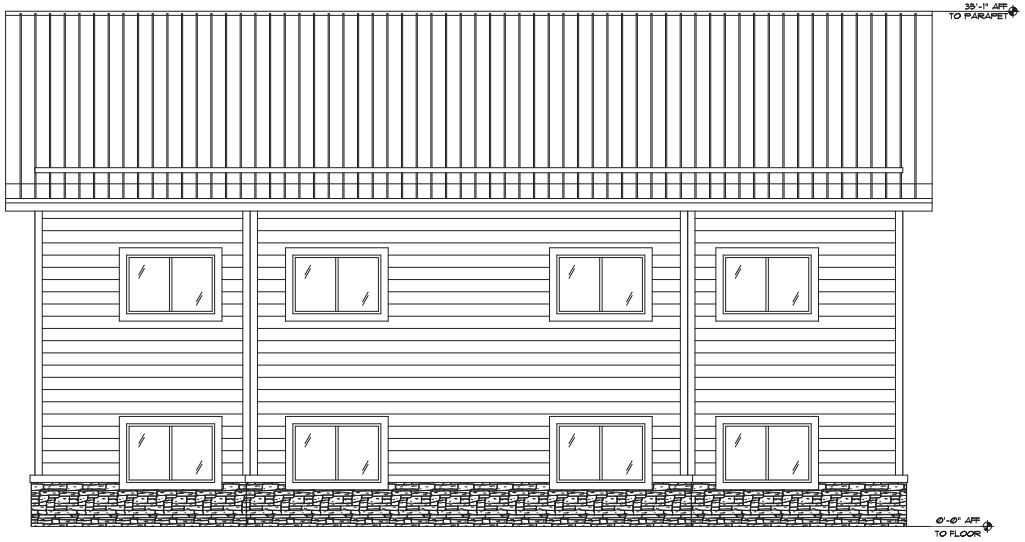
Drawn: LJ
Date: January 19, 2021
Job No:

SHEET
A-SM2.1

EXTERIOR ELEVS
Management
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. bustamante
architect

Sober Living - Residential
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

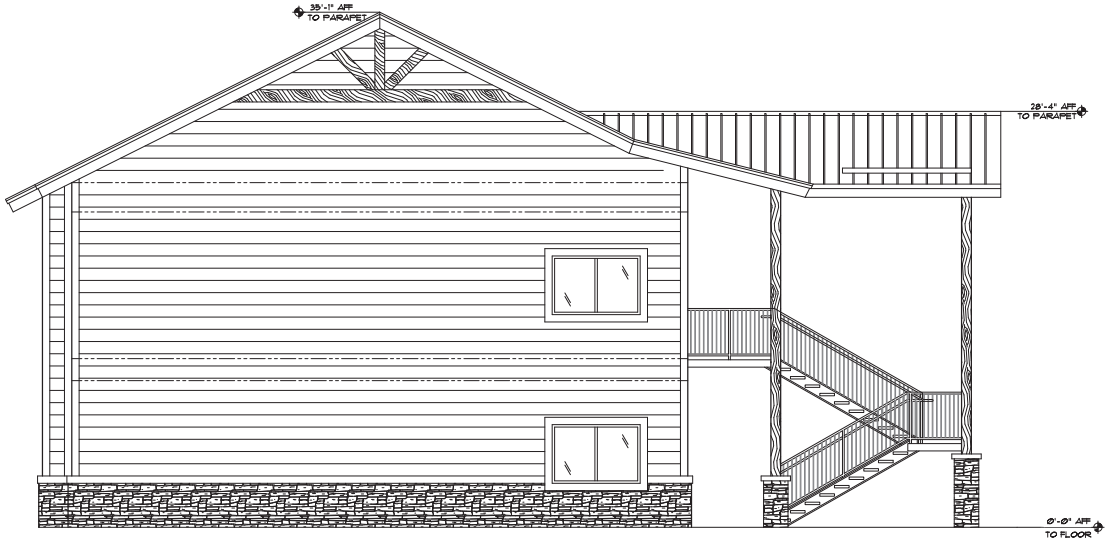
Drawn: LJ

Date: January 19, 2021

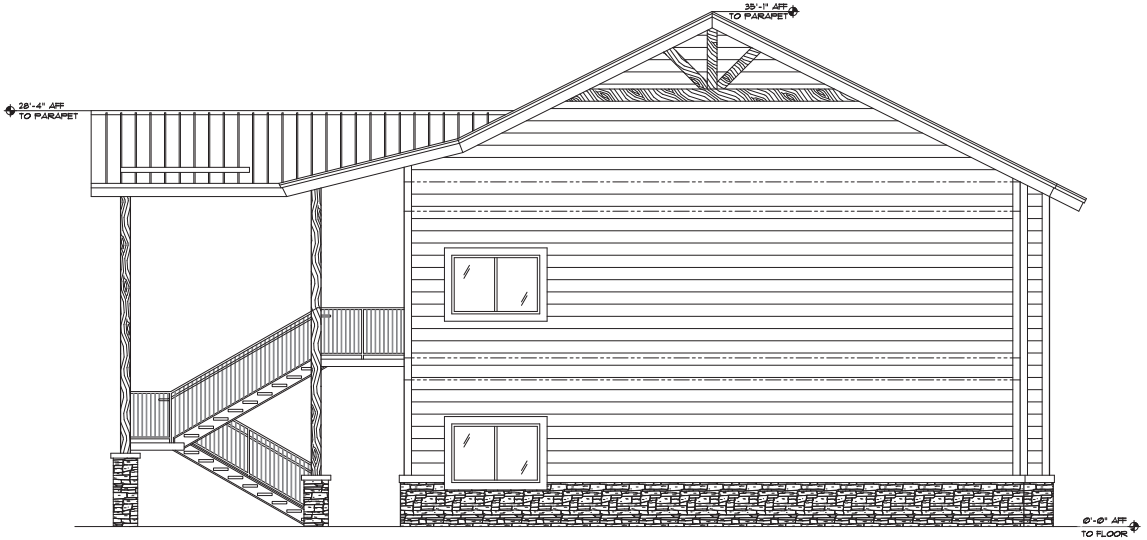
Job No:

SHEET
A-SLR2.0

SOBER LIVING
EXTERIOR ELEVS
RESIDENTIAL
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

16 east route 66 suite 202
flagstaff, arizona 86001
tel 928.774.3444
email:PDBarchitect@aol.com
paul d. bustamante
architect

Sober Living - Residential
Highway 89-A
Flagstaff, AZ

PRELIMINARY
NOT FOR
CONSTRUCTION

Revisions	By

Drawn: LJ

Date: January 19, 2021

Job No:

SHEET
A-SLR2.1

SOBER LIVING
EXTERIOR ELEVS
RESIDENTIAL
SCALE: 1/4" = 1'-0"

Next Steps

June 30, 2021 – First Virtual Neighborhood Meeting

TBD – Second Virtual Neighborhood Meeting

TBD – Planning & Zoning Commission

For Recommendation

TBD – City Council Introduction

TBD – City Council Adoption

Question & Answer Session

- Raise hand to ask question
- 3 minute time limit
- In the event we are not able to take your question during this meeting or if you have questions or comments after the meeting, please contact Stephen Irwin at sirwin@swiaz.com or (928) 773-0354 or Genevieve Pearthree, Planning Development Manager at gpearthree@flagstaffaz.gov or (928) 213-2603

Flagstaff Rehab Campus

SWI Project #20136

Virtual Neighborhood Meeting – Questions & Answers

Wednesday, June 30, 2021

QUESTION/COMMENT	ANSWER
Presentation officially started at 6:00pm.	
Please put the website in the chat. Audio broke up and could not hear the website info.	https://www.americasrehabcampuses.com/
Will you be accepting those who are court ordered for treatment in Flagstaff?	Yes, provided that there are not any violent or crime issues that they are dealing with.
Please define the term "Continuum of Care" you used previously.	In most treatment centers, they do not have this continuum of care option that clients can be routed to outside of an outpatient program. These programs often fail. ARC transports patients that are outpatient.
How many full time residents?	The campus will not have full-time residents and will have a limited stay that is approved by their insurance.
You stated that you had people living there during detox and apartments. And you stated that it's full time care. So, how aren't there full time residents?	Full-time residents is defined as year-round. The average stay is approximately 60 days.
Also what are the staffing patterns? What is the patient to employee ratio? How many staff will provide direct service to clients?	Staff will be present 24 hours a day, seven days a week. The staffing patters will include: three-12 hour shifts for RNs and techs, and therapists have shifts five days a week. The staff to client ratio will include: 1 nurse and 1 tech to every 10 clients for detox, 1 nurse and 1 tech for every 20 patients for residential. One caseload will consist of approximately 12-15 patients.
Are people in sober living allowed to roam the neighborhood?	No, this is not allowed. Staff is present 24/7 around the clock to monitor the campus.
Can you repeat the height of the building?	Max building height is 35'-1" to the parapet and two-stories.
Michael stated that this property is not adjacent to homes. It is right next to homes.	Trails End is a recently constructed subdivision that will be located southeast of the proposed project site.
Will you please send the color slides out to all participants? They describe the land use much better.	Yes, these will be sent via email.
The traffic numbers seem very heavy for this area, with no traffic light. Please remember	Thank you for this comment. SWI is a local civil engineering firm and is aware that this

that there have been two pedestrian deaths in this area.	section of the highway has higher speeds. A traffic analysis is currently being performed for the project.
I am in parcel 9 at Trails End, backing up to the campus. If I look out my second floor window, what should I expect to see? Activity? People? Vehicles?	We are mostly building on the flatter areas of the site. The sober living building are two-story and the sober living maintenance building is one-story. It is anticipated that the second floor elevations would be similar; however, you should be able to maintain your views to the north. The detention basin will be located in the southern end of the site, between sober living and Trails End. The project is also required to have a landscape buffer and will preserve as many trees as possible to provide a buffer around the campus and adjacent properties.
Will you be incorporating cultural healing practices that many of our indigenous neighbors follow?	Yes, that is the project's plan and coordination has already begun. We will be reaching out to NACA and Rose Toehe.
How many apartments for sober living? I missed that. And didn't you say that they can live there up until a year?	Sober living will include 16 apartments. Typically, three to four people share a room setup. Staff supervision is present 24/7. Clients can live on the campus up to six months. On average, people stay 60 days before leaving the campus.
In your experience from facilities in other communities, does the center attract transients to the area? If so, how are they handled?	The campus acts as a watch dog for the community and doesn't normally attract transients. The campus allows, but rarely has walk-ins. Most clients arrive to the campus with appointments.
Please provide staffing info in written form I am interested in ratios - not just numbers. What is the difference between the roles of nurses, therapists, techs, etc? Lots of terminology - not a lot of explanation	A behavioral health tech is similar to CNA that monitor patients and make rounds. Case managers work with doctors' offices and organize continuum of care outside of campus. A separate written response of the campus staffing information will be sent out to the neighbors.
So on an average, what would you say the number of people/cars would be accessing this property?	A traffic study is currently being prepared for the project. The average traffic patterns are similar to a nursing home. Traffic counts are being collected at the existing Tucson campus in order perform a more accurate traffic analysis.
In addition to the cameras, what other safety/security measures do you envision? Will the campus be fully fenced, or will there	Staff will be present 24/7 to provide security. The campus may potentially hire security in

be security on site? This may put the surrounding neighborhood at ease.	the evenings. The campus perimeter will be fenced and landscaped as much as possible.
There are homes along the green section, as well.	The panhandle of the site that is adjacent to Trails End Drive will be the utility corridor and is considered open space. This area will include an access road and water and sewer mains.
You keep referring to it as Mary's Café. It is also Stockman's Bar. There are rules regarding alcohol sales near schools. It seems that alcohol and marijuana should not be adjacent to a detox center.	The existing Tucson campus is located hear liquor and drug stores and this has not been an issue.
Why does the usage of horses on the property necessitate the zoning change to residential?	The northern portion of the site is currently located within Coconino County and is zoning CH-10,000, equivalent to the City zoning Highway Commercial (HC). HC does not allows for horses in this zone.
Have any of you spent a day at this property. Watching traffic, etc.?	SWI is a local civil engineering firm is a familiar with the traffic in this area. The project team has also performed multiple site visits and observed traffic.
Will you be putting in a right turn lane? What are the numbers of emergency vehicles that access your Tucson facilities? Will there be an additional bus stop or will they walk to the one by Maverick? If one is added, will it be on the facility property or right on 89?	Right-turn lanes to the site are currently shown on the concept plan. This will be confirmed with the traffic analysis that is currently being performed. Emergency vehicles do not normally travel to the campus. If they to come, they arrive few and far between without lights or sirens. There is an existing bus stop that is north of the site, closer than the Maverick bus stop location. Coordination has begun with NAIPTA to provide bus passes to staff.
Will local first responders (Police, Fire, Ambulance,) be able to drop off community residents who are in need and requesting detox services?	Yes, they will be allowed to drop off clients in need and will be assessed.
If you could please share the written numbers with all of us.	Yes, this will be set via email.
How big is this equestrian area? It looks pretty small compared to the rest of property. And the City doesn't allow horses that I know, so how are you going to make this equestrian? There is a limit to the number of horses per acre in the county, I am assuming that you will not exceed that number and you will	That is correct. The City has the limit on the number of horses per acre. The horses will be used for therapy purposes only and will not be ridden. It is anticipated that the campus will have 60-70% occupancy. This is hard to predict with the scarcity of treatment centers in the proposed property site.

maintain the corrals so that it will mitigate any issues for the neighboring café. What did you say the average number of residents are in your facility per month? That would be great information to have, please share the businesses in Tucson that you share property boundaries with.	The total beds proposed is 172 beds. Detox – 16 beds male, 16 beds female Residential – 40 beds male, 40 beds female Sober living - 30 beds male, 30 beds female Additional information regarding the Tucson campus can be found at this website: https://www.americasrehabcampuses.com/
The busses turn into Christmas Tree because there aren't any busses in the County. Any other bus stops are heading back into town.	Correct, the northbound busses turn left on Christmas Tree before the project site. People would walk northbound on Highway 89 to reach the campus.
2 horses per acre + 1 per property	The project will follow City regulations. City horse limitations are regulated by the police code. City code states that 40,000-80,000 square feet will allow up to four horses maximum.
Do you intend to communicate with nearby residents after you open?	Absolutely, an open house will be scheduled once the campus opens.
Are you an extension of Sacred Peaks? The blue lines that Stephen drew as "your clinic" across from the bus stop was Sacred Peaks at Trails End	No, this project is not an extension of Sacred Peaks.
Flagstaff has a really good recovery community. The concern is the location. Thank you. Would love to speak to the businesses in Tucson. The AA, NA, Al-anon Programs in this town are outstanding. I'm not saying this won't be a good addition to Flagstaff. As I said before, it's the location. I'm very familiar with the recovery programs. I think that the location to businesses and the highway traffic are a problem. That's why it would be great to speak to the Tucson businesses! Highway 89 is so dangerous.	The programs are great as far as outpatient programs to continue best practices during sobriety. Detox is one of the most challenging and severe recoveries.
Who do we contact if we have questions in the future?	Stephen Irwin sirwin@swiaz.com or (928) 773-0354 or Genevieve Pearthree gpearthree@flagstaffaz.gov or (928) 213-2603
Will you guarantee that more housing units and more persons will not be expanded in the future? There is a lot of purple area that has nothing on it. That could also be used for more units?	There are two pads located along Highway 89 available for future developments. The eastern and southern areas of the site are maximized for open space and detention. The site has been designed to maximize the density of the development.

After the zoning approval, will there be another meeting to approve the project? When will this be presented to city council?	Yes, you will be notified when the next public meeting will occur.
Meeting adjourned at 7:30pm.	

Job Description	Job Duties	Detox Ratio	Residential R	Oupatient Ratio
Therapist	complete and develop treatment plans, and provide therapy services (individual, group and family). Therapists are also responsible for discharge documentation	1:10	1:15	1:20
Residential Case Manager	completing the assessments, action plan, discharge planning and criteria, ART meetings, continuation of care that includes medications, legal issues, EBT funds, ect.	N/A	1:20	N/A
Detox Case Manager	assessments, treatment plans, discharge planning and *ART meetings, continuation of care	1:20	N/A	N/A
Behavioral Health Technician	provides basic nursing care, aids with activities of daily living, and assists in the maintenance of a safe and clean environment. Some of the duties include, intake	1:10	1:25	1:35
Recovery Supprt Specilaist	onducting IOP groups and documentation , assisting at equine, driving, store trips, regular BHT Duties.	N/A	1:20	1:25
Intensive Outpatient Coordinator	intakes, assessments, treatment plans, property, driving.	N/A	N/A	1:25
Nurses (Registered Nurse, Licensed Practical Nurse	provide safe and effective nursing care. Intakes, medications, cows, ciwas, discharge documentatio	1:10	1:20	N/A

*ART- Meeting with patient/Client's Health Home to plan for the besy wrap around servi ces while at the campus and after discharge from campus.

NEIGHBORHOOD MEETING CERTIFICATION

I, Michelle Shotter-Carrasco the authorized representative of Flagland LLC, do hereby attest that the neighborhood meeting for Project No. PZ-20-00164 was noticed and conducted in compliance with Section 10-20.30.060 of the City of Flagstaff Zoning Code, including 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 06/17/2021 and accepted by the City of Flagstaff on 06/17/2021.
- ☐ A list of property owners within 600 feet of the subject properties boundaries and all Home Owners Associations (HOAs) within 1,000 feet of the subject property were 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 06/14/2021 to all property owners within 600 feet of the subject properties boundaries, to all tenants residing on the subject property, to all Home Owners Associations (HOAs) within 600 feet of the subject property, and all persons or groups whose names are listed on the Registry of Persons and Groups.
- ☐ A total of 2 neighborhood meeting notification sign(s) were installed on 06/18/2021 at the following location(s):
    - South entrance to Property on N. Highway 89
    - North entrance to Property on N. Highway 89
- ☐ A written summary of the meetings, known as a Citizen Participation Report, was submitted to the City of Flagstaff on 07/12/2021.
- ☐ Copies of the Citizen Participation Report were sent via first class mail on 08/02/2021 to all person who recorded their names on the neighborhood meeting sign-in sheet.

Authorized Representative of the Applicant

Michelle Shotter-Carrasco

Signature:

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8934 fax

www.swiaz.com

Engineering an environment of excellence.

City of Flagstaff
Attention: Alaxandra Pucciarelli
211 West Aspen Avenue
Flagstaff, AZ 86001

July 9, 2021
SWI # 20136

Re: Flagstaff Rehab Campus – Annexation Rezone
Request to Waive Second Neighborhood Meeting

Dear Ms. Pucciarelli,

The purpose of this letter is to request a waiver from the requirement of a second neighborhood meeting for the Flagstaff Rehab Campus project with the annexation and rezone process. The subject parcel requested to be annexed is located on parcel APN 301-50-005G, which is currently located within Coconino County and zoned CH-10,000.

The first neighborhood meeting was held virutally on June 30, 2021 via Zoom. There were 13 people in attendance, not including the project team, who provided overall positive feedback for the project. As of July 6, 2021, we have received three phone call in response to the public outreach letter. The neighbors that have reached out directly to either us or Genevieve Pearthree only requested additional information, which has been provided via email. The virtual Zoom meeting included a question and answer session that lasted approximately 45 minutes where the project team addressed comments and questions. An email with the supporting meeting exhibits and documentation on staffing information will be sent to all participants per their request and to provide more information about the project. Due to the overall positive feedback and additional information that will be provided to the neighbors, we request to waive the requirement for the second neighborhood meeting.

Please let us know if you have any questions, comments, or need any additional information.

Sincerely,
Shephard-Wesnitzer, Inc.

Stephen Irwin, P.E.
Project Engineer

From:	Alaxandra Pucciarelli
To:	Cassandra Pham
Cc:	Genevieve Pearthree; Guillermo Cortes; Stephen Irwin
Subject:	RE: FRC - 2nd Neighborhood Meeting Waiver Request
Date:	Tuesday, July 13, 2021 2:41:03 PM
Attachments:	image001.png

Hi Cassandra-

Genevieve and I discussed this and agreed that the second neighborhood meeting may be waived. It is my understanding that there are neighbors who have requested additional information regarding staffing at the facility that you will be providing to them.

Thanks,

Alaxandra Pucciarelli
Current Planning Manager
Acting Planning Director
Community Development
211 W. Aspen Avenue
Flagstaff, AZ 86001
Phone: (928) 213-2640
Email: apucciarelli@flagstaffaz.gov

From: Cassandra Pham <CPham@swiaz.com>
Sent: Friday, July 9, 2021 9:06 AM
To: Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov>
Cc: Genevieve Pearthree <Genevieve.Pearthree@flagstaffaz.gov>; Guillermo Cortes <gcortes@swiaz.com>; Stephen Irwin <sirwin@swiaz.com>
Subject: FRC - 2nd Neighborhood Meeting Waiver Request

Alax,

I am emailing you to request a waiver from the requirement of a second neighborhood meeting for the annexation and rezoning of the Flagstaff Rehab Center project. Please see the attached letter. Let me know if you have any questions or concerns

Regards,
Cassandra N. Pham, EIT
Engineer-in-Training

Shephard Wesnitzer, Inc.
Engineering an environment of excellence

110 West Dale Avenue

Affidavit of Sign Posting

Case Number: PZ-20-00164-03 & PZ-20-00164-04

Project Name: Flagstaff Rehab Center

Applicant Name: Flagland LLC

Location: 7000 N. Highway 89

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: _____

SUBSCRIBED AND SWORN before me this 30th day of November, 2021 by:
Michelle Shetler-Carrasco

_____
Notary Public

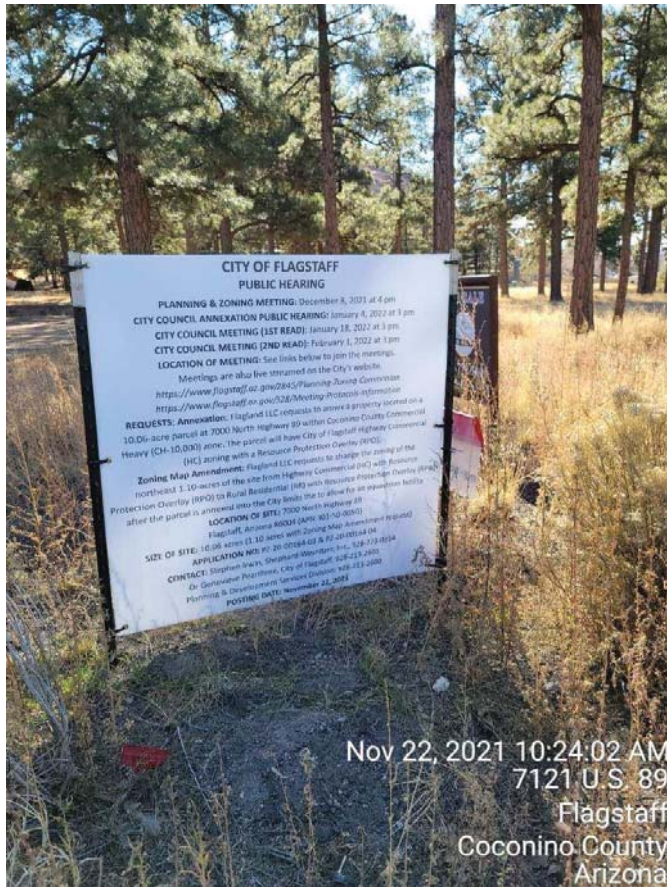
February 12, 2023
My Commission Expires:

DAVID JEFFERY ARMSTRONG II
Notary Public - Arizona
Pima County
Commission # 557705
My Comm. Expires Feb 12, 2023


Coconino County Parcel Viewer
Coconino County GIS Maps
APN, Address, Account, O
SIGN LOCATION #3
SIGN LOCATION #2
SIGN LOCATION #1
COCONINO
COUNTY ARIZONA
PARCEL INFORMATION
APN: 30150005G
Account #: R0015454
911 Address: 7000 N HIGHWAY 89 FLAGSTAFF, AZ 86004
Owner Name: GREER ROBERT H III
Owner Address: PO BOX 1913 SEDONA, AZ 86339
Link to Plat/Survey:
Zoom to



Nov 22, 2021 10:11:14 AM
7000 U.S. 89
Flagstaff
Coconino County
Arizona



Nov 22, 2021 10:24:02 AM
7121 U.S. 89
Flagstaff
Coconino County
Arizona


Nov 22, 2021 10:48:57 AM
7101 U.S. 89
Flagstaff
Coconino County
Arizona

Mailing List

Case Number: PZ-20-00164-03 & PZ-20-00164-04

Project Name: Flagstaff Rehab Center

Applicant Name: Flagland LLC

Location: 7000 N. Highway 89

I confirm that the public hearing notifications were mailed as detailed in Section 10-20.30.08 of the City of Flagstaff Zoning Code to the attached mailing list at least fifteen (15) days prior to the public hearing.

Applicant's/Representative's Signature:

SUBSCRIBED AND SWORN before me this 30 day of November, 2021 by: Gina Ramirez

Notary Public

June 30, 2025
My Commission Expires:

GINA RAMIREZ
Notary Public - Arizona
Pima County
Commission # 607371
My Comm. Expires Jun 30, 2025

APN	OWNER NAME	PARCEL ADDRESS	PARCEL CITY	PARCEL STATE	PARCEL ZIPCODE	
	COCONINO NATIONAL FOREST SUPERVISOR'S OFFICE	1824 S THOMPSON ST	FLAGSTAFF	AZ	86001	
	TRAILS END RETREAT HOA	4950 E TRAILS END DR	FLAGSTAFF	AZ	86004	
	CHRISTMAS TREE ESTATES HOA	3243 RIVER RUN #1	FLAGSTAFF	AZ	86004	
	MOUNTAIN SPRINGS TOWNHOMES HOA	3235 RIVER RUN #1	FLAGSTAFF	AZ	86004	
	SHEILA HARRIS	4965 E RETREAT CIR	FLAGSTAFF	AZ	86004	
11310004	BARBARA TOOMER	12200 DANIEL WAY	FLAGSTAFF	AZ	86004	
11310005	BISWANUP CHATTARAJ	4131 S BEVERLY CT	CHANDLER	AZ	85248	
11310006	JAY AND ANGELA ST LOUIS	1991 W MAPLEWOOD ST	CHANDLER	AZ	85286	
11310007	JOHN HUYSER	3945 E EARL DR	PHOENIX	AZ	85016	
11310008	JOHN AND PATI SADLE	6858 N 4TH AVE	PHOENIX	AZ	85013	
11310009	VILAS AND LALITHA PATIL	3002 S SUNSET DR	CHANDLER	AZ	85286	
11310010	MICHAEL SMITH	3031 W LAKERIDGE DR	GILBERT	AZ	85233	
11310011	GLENN AND LORRAINE SCHIFFEL	6549 CAMINO VENTUROSO	GOLETA	CA	93117	
11310012	KEVIN & VALERIA CHASE	5000 E RETREAT CIR	FLAGSTAFF	AZ	86004	
11310013	LANI KELLY & JASON KOENIGS	80 VANTIS DRIVE, UNIT 6004	ALISO VIEJO	CA	92656	
11310014	LISA THOMPSON	PO BOX 1504	FLAGSTAFF	AZ	86002	
11310015	BRENTLY KLONTZ	929 E SOLANA DR	TEMPE	AZ	85281	
11310018	KRIS AND STEVEN VALDEZ	8843 N CENTRAL AVE	PHOENIX	AZ	85020	
11310017	ABHIMANYU GHOSE	4176 S PURPLE SAGE DRIVE	CHANDLER	AZ	85248	
11310018	ROMAN WEBER	9675 W COMSTOCK CT	SUN CITY	AZ	85373	
11310019	GREGORY ROUSSEAU	8755 E MONTEROSA AVE	SCOTTSDALE	AZ	85251	
11310020	CARLOS AND KAREN MARTINOT	7320 N CENTRAL AVE	PHOENIX	AZ	85020	
11310021	WILLIAM DECKER & AMANDA MAESTAS	6085 N MOUNTAINEER RD	FLAGSTAFF	AZ	86004	
11310022	LARISA LEWIS	5081 E RETREAT CIR	FLAGSTAFF	AZ	86004	
11310023	RYAN GOLDSMITH	900 N GILA SPRINGS BLVD #124	CHANDLER	AZ	85226	
11310024	SAM AND IRENE SHILING	5081 E RETREAT CIR	FLAGSTAFF	AZ	86004	
11310025	JOSEPH TYE	3137 N KYLE LOOP	FLAGSTAFF	AZ	86004	
11310026	JOSEPH BARBEE	28312 S WASHINGTON ST	CHANDLER	AZ	85249	
11310027	DAVID AND KAY ORTEGA	31068 N 84TH WAY	CAVE CREEK	AZ	85331	
11310028	KYLE AND TRANG NGUYEN	2007 N OAK ST.	TUBA CITY	AZ	86045	
11310029	GREGG & AMY GOODELL	4549 E ROCK WREN RD	PHOENIX	AZ	85044	
11310030	ROY MESSNER	4971 E RETREAT CIRCLE	FLAGSTAFF	AZ	86004	
11310031	HARRIS-FULLERTON FAMILY LIVING TRUST DTD 07-25-12	13002 W SOLANO DR	LITCHFIELD PARK	AZ	85340	
11310032	OLBRUS JOHN G & KELLY E REVOCABLE TRUST DTD 02-17-93	PO BOX 608	MEDINA	WA	98039	
11310035	I & R ON THE ROCKS LLC	80 CHASEMOORE DR	LANGHORNE	PA	19053	
11310046	CURRENT HOMEOWNER	4950 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11310035, 11310036, & 11310037	TRAILSEND RETREAT LLC	2410 E ROUTE 66	FLAGSTAFF	AZ	86004	
11317010	HWY 89 CAR WASH LLC	2452 S CLIFFVIEW ST	FLAGSTAFF	AZ	86004	
11317012	ALLEN JONATHAN Y & JOHE	4999 N PRIMROSE CIR	FLAGSTAFF	AZ	86001	
11317014	NAVAJO HOPI HEALTH FOUNDATION INC	PO BOX 600	TUBA CITY	AZ	86045	
11351027	FLORES JOHN A	6580 N MOUNTAINEER RD	FLAGSTAFF	AZ	86004	
11351048	BONALLY RICHARD C JR & CECILIA M	4485 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11351049	SAUCEDO ALEJANDRA MARRUFO	4865 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11351052	BELLMORE CHRISTOPHER S	4845 E TRAILS END DR	FLAGSTAFF	AZ	86004	
30150014	STUMP RONALD E & CHRISTAL A CPWROS	7609 WHITEWOOD DR	FLAGSTAFF	AZ	86004	
30150015	DOBELL ERIN D	6580 N MOUNTAINEER RD	FLAGSTAFF	AZ	86004	
30150016	STANLEY GAYLORD L & JOY I REVOCABLE TRUST DTD 12-30-19	1117 E MARINA LN	FLAGSTAFF	AZ	86004	
30150017	STANLEY GAYLORD	PO BOX 2987	FLAGSTAFF	AZ	86003	
11310001H	WIRTH JOELLE A LIVING TRUST DTD 12-03-20	8275 N DODGE AVE	FLAGSTAFF	AZ	86004	
11310001L	FOREST RING LLC	PO BOX 47838	PHOENIX	AZ	85068	
11310001M, 11310001N	C & G HOLDINGS LLC	5400 E EMPIRE AVE	FLAGSTAFF	AZ	86004	
11310001R	FOREST RING LLC	PO BOX 47638	PHOENIX	AZ	85068	
11317007D	GOLDCOOTH JOHNNY	4910 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317007F	ADSON HERMAN BRYAN JR & MARCELLA RUTH	PO BOX 1785	TUBA CITY	AZ	86045	
11317007F	CASTRO LOUIS & RACHEL	4930 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317007G	GOODMAN DERECK & ELISABETH	4940 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317007H	HARDESTY KEVIN L	4900 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317007I	FRENETTE EDWARD F	4904 E TRAILS END DR	FLAGSTAFF	AZ	86004	
11317006B	LIVING CHRIST COMMUNITY CHURCH INC	6401 N HIGHWAY 89	FLAGSTAFF	AZ	86004	
11317013A, 11317013B	PAVLES INVESTMENTS LLC	2817 N GREGG DR	FLAGSTAFF	AZ	86001	
30150001H	KNB MOUNTAIN PROPERTIES LLC	7141 N HIGHWAY 89	FLAGSTAFF	AZ	86004	
30150004D	AT INVESTMENTS	7609 WHITEWOOD WAY	FLAGSTAFF	AZ	86004	
30150005B	HARTS GAS & FOOD LLC	3800-240 4TH ST SW	CALGARY	ALBERTA	T2P 4H4	CANADA
30150006G	GREER ROBERT H JR	PO BOX 1915	SEDONA	AZ	86339	
30150005H	XPRESS DIRT LLC	8120 DONEY PARK LN	FLAGSTAFF	AZ	86004	
30150013A, 30150013B	MANLEY MATTHEW SEAN	500 PANORAMA BLVD	SEDONA	AZ	86336	
30150012A	DOBELL ERIN D	6080 N MOUNTAINEER RD	FLAGSTAFF	AZ	86004	
30150018A	COFFEE BEANERY LLC	PO BOX 1506	FLAGSTAFF	AZ	86003	
	FRIENDS OF FLAGSTAFF'S FUTURE	P.O. BOX 23462	FLAGSTAFF	AZ	86002	
MICHELE A. JAMES	FRIENDS OF FLAGSTAFF'S FUTURE	P.O. BOX 23462	FLAGSTAFF	AZ	86002	
	NORTHERN ARIZONA BUILDING ASSOCIATION	1500 EAST CEDAR AVENUE, SUITE 36	FLAGSTAFF	AZ	86004	
JEFFREY HERD	NORTHERN ARIZONA ASSOCIATION OF REALTORS	1515 EAST CEDAR AVENUE, SUITE C-4	FLAGSTAFF	AZ	86004	
	TISH BOGAN-OSWALD	5271 MT. PLEASANT DRIVE	FLAGSTAFF	AZ	86004	
	MARILYN WESSMAN	1099 EAST APPLE WAY	FLAGSTAFF	AZ	86001	
MAURY HERMAN	COAST AND MOUNTAIN PROPERTIES	3 NORTH LEREEK STREET	FLAGSTAFF	AZ	86001	
	NAT WHITE	1120 NORTH ROCKRIDGE ROAD	FLAGSTAFF	AZ	86001	
	CHARLIE SILVER	720 WEST ASPEN AVENUE	FLAGSTAFF	AZ	86001	
	BETSY MCKELLAR	680 S ASH LANE	FLAGSTAFF	AZ	86004	
	DAVID CARPENTER	405 S RIVER RUN SUITE 100	FLAGSTAFF	AZ	86001	
DORENDA COLEMAN	ARIZONA ARMY NATIONAL GUARD, AZAA-FMO	5636 E MCDOWELL RD, M5200	PHOENIX	AZ	85008	
MARY BETH DREUSKE	US NAVY, INTERGOVERNMENTAL BRANCH	850 PACIFIC HIGHWAY, BUILDING 1 – 5TH FLOOR, SUITE 513	SAN DIEGO	CA	92101	
	CELIA BAROTZ	1054 N CREST STREET	FLAGSTAFF	AZ	86001	
	NORM WALKER	3716 N GRANDVIEW	FLAGSTAFF	AZ	86004	
JAY CHRISTELMAN	COCONINO COUNTY COMMUNITY DEVELOPMENT DIRECTOR	1500 N FORT VALLEY ROAD, BLDG 1	FLAGSTAFF	AZ	86001	
	TYLER DENHAM	300 W FOREST MEADOWS ST, APT 119	FLAGSTAFF	AZ	86001	
JESS MCNEELY	COCONINO COUNTY COMMUNITY DEVELOPMENT	2500 N FORT VALLEY ROAD, BLDG 1	FLAGSTAFF	AZ	86001	
STEVE PINCH	FLAGSTAFF LODGING, RESTAURANT & TOURISM ASSOCIATION	PO BOX 30622	FLAGSTAFF	AZ	86003	
	ADRIAN SEABELUND	819 WEST GRAND CANYON AVENUE	FLAGSTAFF	AZ	86001	
	RACHEL BASS	1083 W EASTERDAY LANE	FLAGSTAFF	AZ	86001	
GENEVIEVE PEARTHREE	CITY OF FLAGSTAFF COMMUNITY DEVELOPMENT DIVISION	211 WEST ASPEN AVENUE	FLAGSTAFF	AZ	86001	
MATT RYAN	COCONINO COUNTY CHAIRMAN OF THE BOARD OF SUPERVISORS	219 EAST CHERRY AVENUE	FLAGSTAFF	AZ	86001	
ARMANDO RUIZ	COCONINO COUNTY ASSESSOR	110 EAST CHERRY AVENUE	FLAGSTAFF	AZ	86001	
PATTY HANSEN	COCONINO COUNTY RECORDER	110 EAST CHERRY AVENUE	FLAGSTAFF	AZ	86001	

Affidavit of Notifications to Affected Property Owners

Case Number: PZ-20-00164-03 & PZ-20-00164-04

Project Name: Flagstaff Rehab Center

Applicant Name: Flagland LLC

Location: 7000 N. Highway 89

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: _____

SUBSCRIBED AND SWORN before me this 30 day of November, 2021 by: Gina Ramirez

_____
Notary Public

GINA RAMIREZ
Notary Public - Arizona
Pima County
Commission # 607371
My Comm. Expires Jun 30, 2025

My Commission Expires:

June 30, 2025

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8934 fax

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November 16, 2021

Dear Neighbor,

Flagland LLC would like to invite you to the public hearings to consider the annexation and Zoning Map Amendment applications (COF PZ-20-00164-03 & PZ-20-00164-04) for a parcel of land that is currently located within Coconino County. The subject parcel is located at 7000 N. Highway 89. The Planning & Zoning meeting is scheduled on **Wednesday, December 8, 2021 at 4 pm**. The City Council Annexation Public Hearing will be on **Tuesday, January 4, 2022 at 3pm.** The City Council Meeting (1st read) will be on **Tuesday, January 18, 2022 at 3pm** and the 2nd read will be on **Tuesday, February 1, 2022 at 3pm**.

The Planning & Zoning Commission serves as an advisory board to the City Council on matters relating to the growth and physical development of the City. The Planning & Zoning Commission will conduct a public hearing for the Applications and may forward a recommendation on for the City Council's consideration. Upon receipt of a recommendation from the Planning & Zoning Commission, the City Council will conduct a public hearing and take action on the Applications. Any interested person or authorized agent may appear and be heard.

Planning and Zoning meetings are currently being held virtually. For instruction on the how to attend the virtual meetings visit the following link: https://www.flagstaff.az.gov/2845/Planning-Zoning-Commission. 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

The annexation application is specifically for APN 301-50-005G (±10.06 acres). Flagland LLC has the intention of building a Rehabilitation Substance Treatment Campus on the subject property, which is currently an allowed use within Coconino County Commercial Heavy (CH-10,000) zone. Flagland LLC requests to annex this County parcel into the City limits and designate this Campus to have the comparable City zoning district of Highway Commercial (HC) with a Resource Protection Overlay (RPO), which also allows this use.

The Concept Zoning Map Amendment application is only for the northeast corner of APN 301-50-005G (±1.10 acres). Flagland LLC has the intention of building an equestrian barn and arena in this corner of the site that will be utilized as part of the patient therapy program. The request is to change the zoning from Highway

Commercial (HC) with a Resource Protection Overlay (RPO) to Rural Residential (RR) with a Resource Protection Overlay (RPO) after the parcel is annexed into the City limits.

The plan sheets submitted in association with the Concept Plan and attached herein reflect the limits of the overall project. The parcel to be annexed is a part of an overall project that is called Flagstaff Rehab Campus and will consist of four proposed parcels. One parcel will be used for the Rehabilitation Substance Treatment Campus, one parcel will be used for the sober living units, and the two remaining parcels will be used for future development. Access to the site will be provided by two new full access driveways on N. Highway 89. Please contact Genevieve Pearthree, the City Planner assigned to this case, with questions about the City review and public hearing process. She can also provide copies of the application and development file.

We hope to see you there. If you are unable to attend, please provide comments in the space below. Written comments may be submitted to CDPandZCommission@flagstaffaz.gov or Genevieve.pearthree@flagstaffaz.gov.

Sincerely,
Shephard – Wesnitzer, Inc.

Stephen C Irwin

Stephen C. Irwin, P.E.
Project Engineer

Please see below for the developer's representative contact information:

Mr. Stephen Irwin
Shephard-Wesnitzer, Inc.
110 West Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354
sirwin@swiaz.com

Please see below for the City of Flagstaff representative contact information:

Ms. Genevieve Pearthree
Senior Planner
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2603
Genevieve.pearthree@flagstaffaz.gov

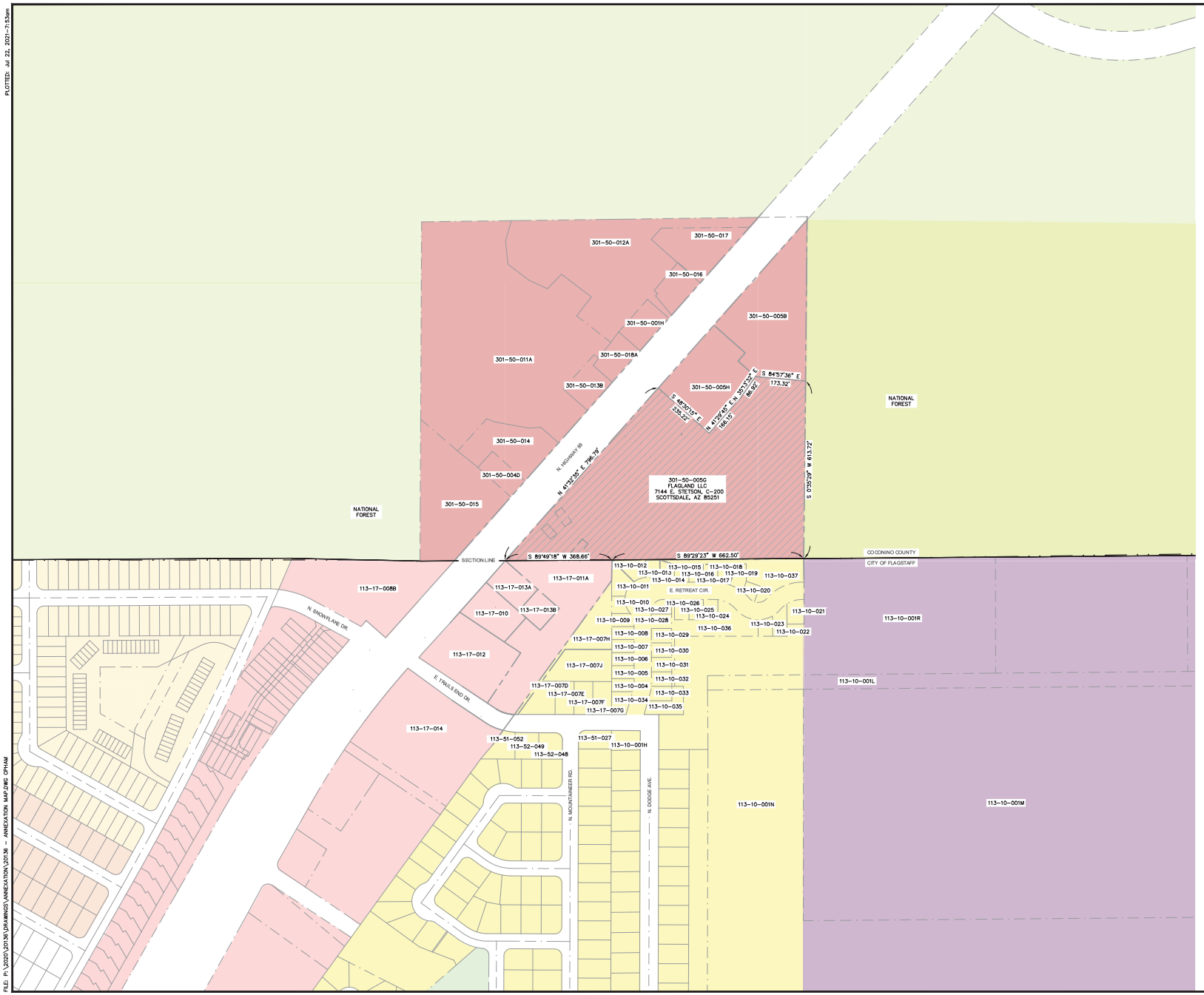
COMMENTS REGARDING THIS DEVELOPMENT

Shephard Wesnitzer, Inc.

110 West Dale Avenue
Flagstaff, Arizona 86001

928.773.0354 ph
928.774.8934 fx

info@swiaz.com
www.swiaz.com



FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

ANNEXATION MAP

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

110 W. Dale Avenue
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Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation.
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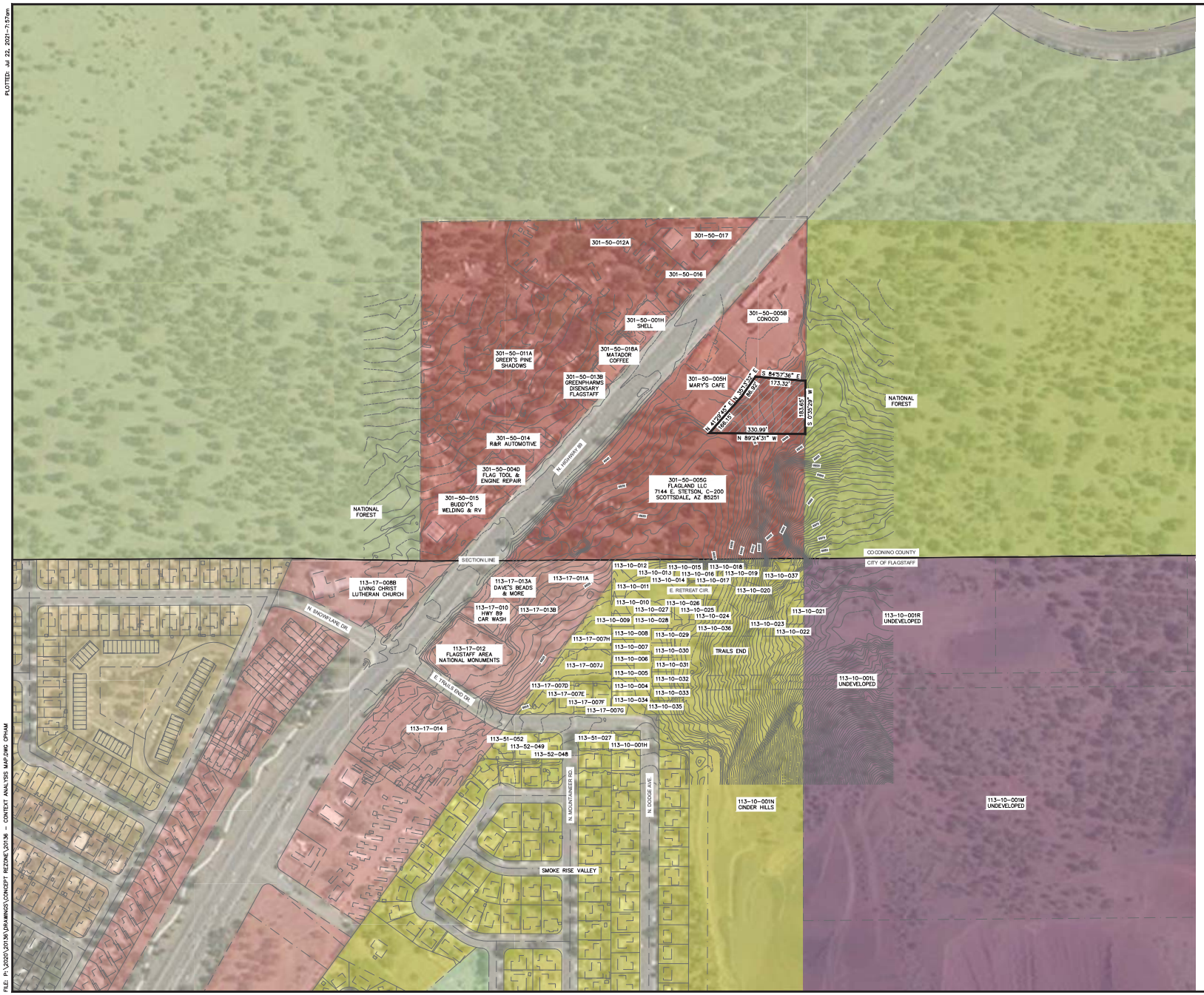
DRAWING NO.
AM01

SHT NO. 1 OF 1

PLOTTED: Jul 22, 2021-7:43am
FILE: P:\2020\20136\DRAWINGS\ANNEXATION\20136 - ANNEXATION MAP.DWG CPHAM



LEGEND

PROPERTY TO BE REZONED

EXISTING PROPERTY LINE

CITY LIMITS

CITY OF FLAGSTAFF ZONING

R1	SINGLE-FAMILY RESIDENTIAL
MR	MEDIUM DENSITY RESIDENTIAL
MH	MANUFACTURED HOUSING
HC	HIGHWAY COMMERCIAL
HI	HEAVY INDUSTRIAL
PF	PUBLIC FACILITY
"CITY"	CITY OF FLAGSTAFF

COCONINO COUNTY ZONING

AR-5	AGRICULTURAL RESIDENTIAL (5 AC)
AR-2 1/2	AGRICULTURAL RESIDENTIAL (2.5 AC)
CH-10,000	COMMERCIAL HEAVY
"COUNTY"	COCONINO COUNTY

SCALE 1" = 150'
0 75 150

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

FLAGSTAFF REHAB CAMPUS

FLAGSTAFF ARIZONA

CONTEXT ANALYSIS MAP

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWING: CNP
DESIGN: CNP
CHECKED: SCI

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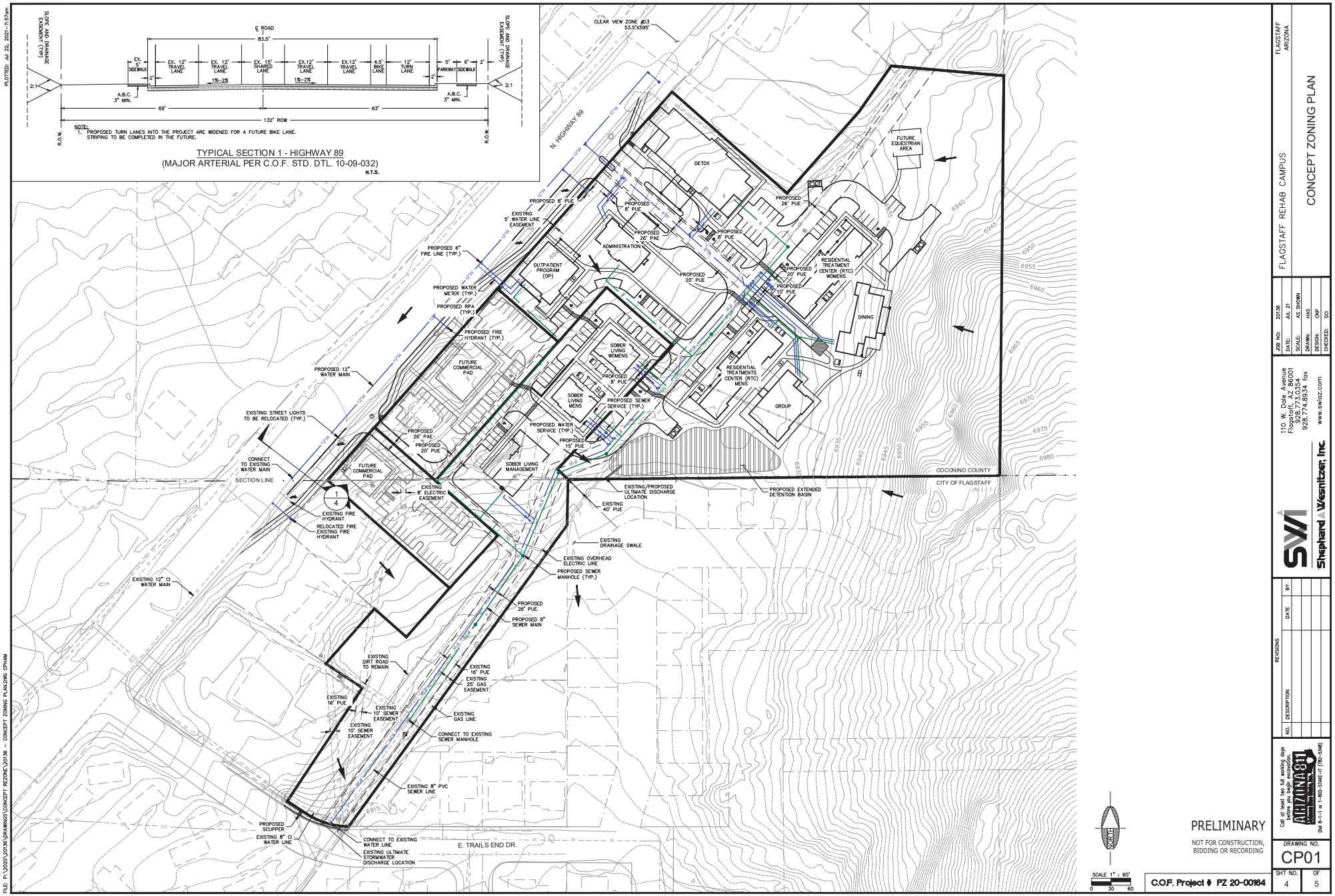
CM01

SHT NO. 2 OF 5

PLOTTED: Jul 22, 2021 - 7:57am
FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONTEXT ANALYSIS MAP.DWG CPHAM



PRELIMINARY

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SCALE 1" : 60'
0 30 60

C.O.F. Project # FZ 20-00164

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

CONCEPT ZONING PLAN

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: CNP
CHECKED: SO

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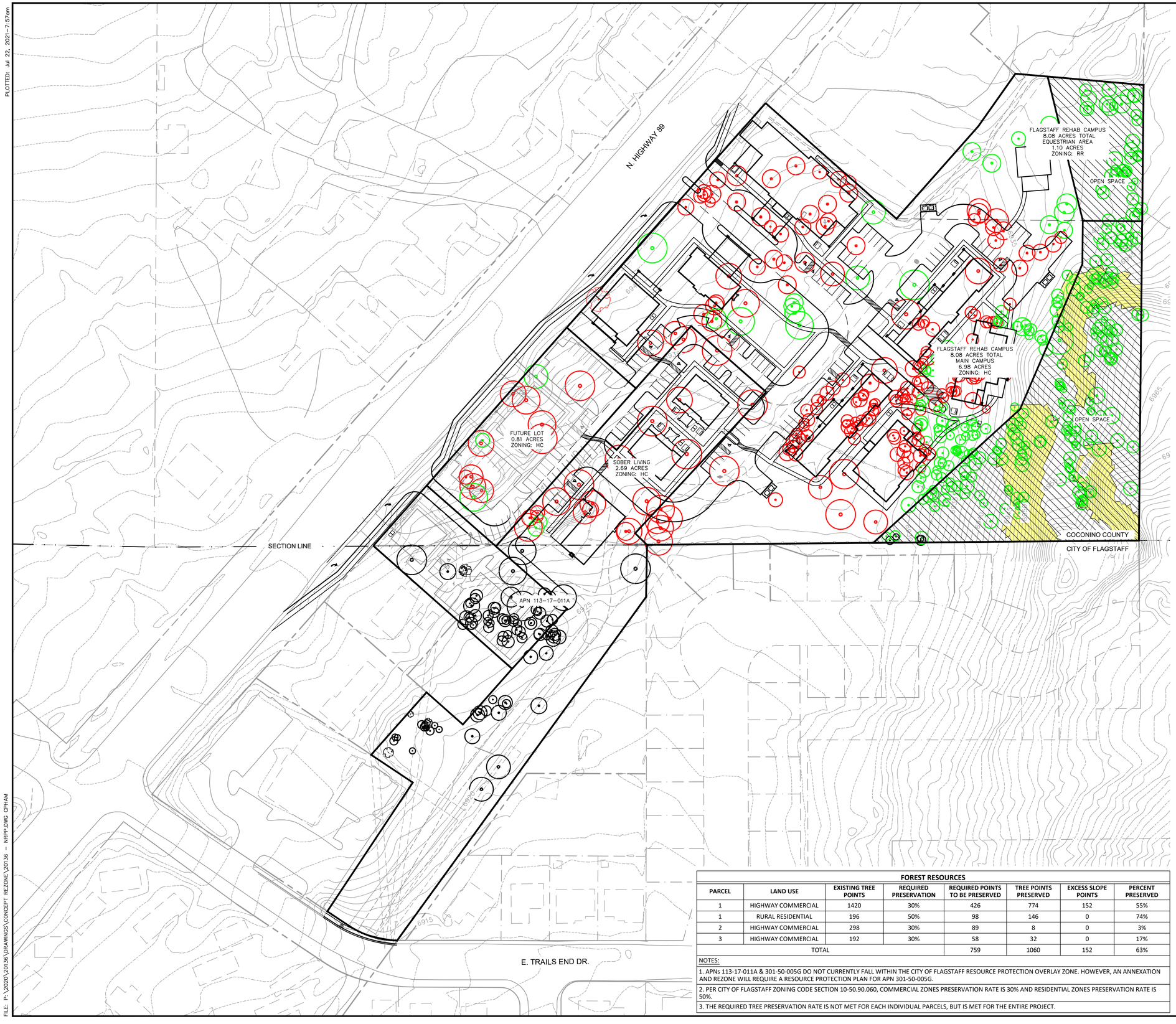
DRAWING NO.
CP01

SHT NO. 4 OF 5

PLOTTED: Jul 22, 2021 - 7:57am

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 - CONCEPT ZONING PLAN.DWG CPHAM

PLOTTED: Jul 22, 2021-7:57am



LEGEND

- PRESERVED TREES
- DISTURBED TREES
- EXISTING SLOPE 17–24.99%
- DISTURBED SLOPE 17–24.99%

NOTES:

1. PROPOSED SIDEWALKS WILL MEANDER AROUND EXISTING TREES WHERE POSSIBLE.
2. EXISTING SLOPES ON THE SITE DO NOT EXCEED 24.99%.
3. EXISTING, LARGE, MATURE PONDEROSA PINE TREES WILL BE SAVED WHERE POSSIBLE.
4. PROJECT HAS AREAS THAT ARE OVER 24.99% SLOPE, BUT DOES NOT MEET THE CRITERIA PER CITY OF FLAGSTAFF SECTION 10-50.90.050 OF 100 FEET IN HORIZONTAL DISTANCE OR 10 FEET IN VERTICAL DISTANCE.

STEEP SLOPE RESOURCES	
	COMMERCIAL
REQUIRED PRESERVATION RATE FOR 17-24.99%	60% OF SLOPE AREA
SLOPE AREA (SF) FOR 17-24.99%	25,307
REQUIRED PRESERVATION (SF)	17,715
PRESERVED SLOPE (SF)	25,307
ACTUAL PRESERVATION RATE	100.0%
EXCESS SLOPE FOR 17-24.99% (SF)	7,592
CONVERSION OF EXCESS SLOPE TO EVERY 50 SF	152
TOTAL EXCESS SLOPE PRESERVED SLOPE AREA POINTS	**152**

OPEN SPACE ANALYSIS	
HIGHWAY COMMERCIAL DEVELOPMENT	
TOTAL GROSS SITE AREA (SF)	303,841
15% OF GROSS SITE AREA, NO LESS THAN 400 SF (SF)	45,576
REQUIRED OPEN SPACE (SF)	45,576
PROVIDED OPEN SPACE (SF)	74,832
RURAL RESIDENTIAL DEVELOPMENT	
TOTAL GROSS SITE AREA (SF)	47,697
15% OF GROSS SITE AREA, NO LESS THAN 400 SF (SF)	7,155
REQUIRED OPEN SPACE (SF)	7,155
PROVIDED OPEN SPACE (SF)	19,630
1. Open space is active and passive recreation areas, landscape areas, and community gardens according to the Flagstaff Zoning Code 10-50.110. 2. Open space provided in Parcel No. 1 includes the required open space for the entire project site.	

FOREST RESOURCES							
PARCEL	LAND USE	EXISTING TREE POINTS	REQUIRED PRESERVATION	REQUIRED POINTS TO BE PRESERVED	TREE POINTS PRESERVED	EXCESS SLOPE POINTS	PERCENT PRESERVED
1	HIGHWAY COMMERCIAL	1420	30%	426	774	152	55%
1	RURAL RESIDENTIAL	196	50%	98	146	0	74%
2	HIGHWAY COMMERCIAL	298	30%	89	8	0	3%
3	HIGHWAY COMMERCIAL	192	30%	58	32	0	17%
TOTAL				759	1060	152	63%

NOTES:

1. APNs 113-17-011A & 301-50-005G DO NOT CURRENTLY FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. HOWEVER, AN ANNEXATION AND REZONE WILL REQUIRE A RESOURCE PROTECTION PLAN FOR APN 301-50-005G.
2. PER CITY OF FLAGSTAFF ZONING CODE SECTION 10-50.90.060, COMMERCIAL ZONES PRESERVATION RATE IS 30% AND RESIDENTIAL ZONES PRESERVATION RATE IS 50%.
3. THE REQUIRED TREE PRESERVATION RATE IS NOT MET FOR EACH INDIVIDUAL PARCELS, BUT IS MET FOR THE ENTIRE PROJECT.

SCALE 1" : 60'
0 30 60

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ 20-00164

NATURAL RESOURCE PROTECTION PLAN

FLAGSTAFF REHAB CAMPUS
FLAGSTAFF ARIZONA

JOB NO: 20136
DATE: JUL 21
SCALE: AS SHOWN
DRAWN: CNP
DESIGN: CNP
CHECKED: SCI

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DRAWING NO.
NRPP

SHT NO. 5 OF 5

FILE: P:\2020\20136\DRAWINGS\CONCEPT REZONE\20136 – NRPP.DWG CPHAM

PLANNING AND DEVELOPMENT SERVICES STAFF REPORT

Flagstaff Rehab Campus Concept Zoning Map Amendment Request

PUBLIC HEARING
PZ-20-00164-04

DATE: November 23, 2021
MEETING DATE: December 8, 2021
REPORT BY: Genevieve Pearthree

REQUEST:
Flagland LLC requests a Concept Zoning Map Amendment of approximately 1.10 acres from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Rural Residential (RR) zone with a RPO. The 1.10-acre section is part of a larger 10.06-acre parcel (Coconino County Assessor's Parcel Number 301-50-005G) located at 7000 North Highway 89. The entire parcel is subject to a concurrent Annexation request (PZ-20-00164-03), which, if approved, will designate the parcel with HC zoning and a RPO. The Concept Zoning Map Amendment request is contingent upon a successful Annexation request.

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 site previously contained Blue Ribbon Homes, a manufactured home dealership. The site is heavily treed and has steep slopes toward the eastern property boundary.

PROPOSED LAND USE:
If this Zoning Map Amendment request and the concurrent Annexation request are approved, a 1.10-acre section of the larger 10.06-acre parcel will be designated with RR zoning with a RPO to facilitate the development of an Equestrian Recreational Facility, subject to the applicant obtaining a Conditional Use Permit. This facility will be an accessory use to the primary Custodial Care Use on the site: a 174-bed mental behavioral health and substance abuse treatment campus and two commercial pads. The Equestrian Recreational Facility is intended to provide equine therapy to patients living on the campus. After annexation, the parcel will be combined with the 2.15-acre vacant parcel to the south (APN 113-17-011A), which is already in city limits. The 12.21-acre development site will then be subdivided into four separate parcels. Parcels 1 and 2 will consist of the campus, while parcels 3 and 4 are identified as future commercial development.

NEIGHBORHOOD DEVELOPMENT:
See the attached vicinity map.

North: Commercial development (Mary's Café and Conoco Gas Station), Coconino County CH-10,000 Zone
South: Vacant parcel APN 113-17-011A, City of Flagstaff Highway Commercial (HC) zone; Trails End Retreat single-family residential subdivision, City of Flagstaff Single-Family Residential (R1) zone
East: National Forest, Coconino County AR-2 ½ Zone
West: Highway 89; several commercial developments across the street, Coconino County CH-10,000 Zone

REQUIRED FINDINGS:
The Commission shall find that the requested 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. Staff recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation to approve an amendment to the Zoning Map for 1.10 acres from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Rural Residential (RR) zone with a RPO, subject to conditions.

I. Project Introduction

A. Overview

The applicant, Flagland LLC, requests a Concept Zoning Map Amendment to rezone an approximately 1.10-acre section of a larger 10.06-acre parcel from Highway Commercial (HC) zoning to the Rural Residential (RR) zoning. This parcel is located at 7000 North Highway 89 and is subject to a concurrent Annexation request (PZ-20-00164-03). Flagland LLC proposes to develop a mental behavioral health and substance abuse treatment campus and set aside two areas for future commercial development (conceptually shown as restaurant/café uses).

The purpose of the Concept Zoning Map Amendment is to allow the development of an equine therapy facility, which will be an accessory use to the larger campus and will be located on the northeastern portion of the site. The campus is classified as a Custodial Care use, which is permitted in the HC Zone. Large livestock are not currently allowed in the HC zone per City Code Section 6-03-001-0003: Keeping of Livestock, but they are allowed in the RR zone, subject to specific rules and restrictions. Further, RR zoning permits an Equestrian Recreational Facility use with a Conditional Use Permit (CUP), subject to approval by the Planning and Zoning Commission. The facility will consist of an 1,800 square foot stable with a 700 square foot patio, and associated pasture/paddock area.

B. Zoning Map Amendment Process

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 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.

The applicant submitted for Concept Plan and Concept Plat review prior to submitting Annexation and Concept Zoning Map Amendment applications. The purpose of the Concept Plan/Plat review is to determine whether the proposed project conceptually conforms with City Code. The City of Flagstaff Inter-Division Staff (IDS) made this determination and deemed both applications to be "Complete with Conditions" (the Concept Plan on March 16, 2021 and the Concept Plat on May 19, 2021).

The applicant will apply for Site Plan review and approval should the City Council approve the Annexation and Concept Zoning Map Amendment applications. Site Plan constitutes a formal approval, which, if obtained, will allow the applicant to apply for Civil Engineering Plans and Building Permit review. After Site Plan approval the developer will apply for a Conditional Use Permit for the Equestrian Recreational Facility, and Final Plat approval to subdivide the development site into four separate parcels.

C. Proposed Development Plan

Information about the proposed development apart from the RR section (the rest of the development that will retain the HC zoning designated upon annexation) is provided for reference only as context for the equine therapy facility.

The campus will consist of two parcels. The equine therapy facility will be located on parcel 1 (approximately 8.08 acres) but is intended to serve patients living on both parcels. Parcel 1 which will consist of a rehabilitation substance treatment campus containing 30 beds for detox and 80 beds for residential treatment (40 beds for women and 40 for men). The development plan proposes 51,587 square feet of buildings:

- Equestrian Area: 1,800 square feet stable, 700 square feet patio
- Residential Treat Center (Men): 10,546 square feet building
- Residential Treatment Center (Women): 10, 546 square feet building
- Dining Hall: 4,128 square feet building, 1,670 square feet patio
- Group activities: 5,333 square feet building, 3,116 square feet patio
- Detox: 11,550 square feet building, 1,191 square feet patio
- Administration: 3,231 square feet
- Outpatient Program: 4,453 square feet building, 1,627 square feet patio

Parcel 2 (approximately 2.69 acres) is proposed to contain a 64-bed sober living facility (32 beds for women and 32 beds for men), consisting of 13,922 square feet of new buildings:

- Sober Living (Women): 4,974 square feet
- Sober Living (Men): 4,974 square feet
- Sober Living Management: 3,974 square feet

The buildings on both parcels are currently proposed to be 1-2 stories and are discussed for reference only. Building floor plans and elevations will be formally reviewed and approved with Site Plan.

II. Staff Concept Plan Review

On September 1, 2021, the Inter-Department Staff (IDS) deemed the application for the Concept Zoning Map Amendment to be "Complete with Conditions."

A. Zoning – City of Flagstaff Zoning Code

If this Concept Zoning Map Amendment request is approved, approximately 1.10 acres will be rezoned to the Rural Residential (RR) zone. Development of the site will be conditioned to the submitted Concept Plan. The Concept Plan provided includes the general layout of the development, including the equestrian recreational facility. Information about the rest of the development (the area that will retain the HC zoning designated upon annexation) is provided for reference only to provide context for the accessory equestrian facility.

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 rezoning area contains native trees subject to Resource Protection standards; there are no slopes with 17% grade or greater in the rezoning area. 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 and driveways, and the existing built environment.

ii. Rural Residential Zone Standards

Should this Concept Zoning Map Amendment be approved, conformance with Rural Residential (RR) zone standards will be ensured as part of Site Plan review. Per Table 10-40.30.030.C. Residential Zones – Building Form and Property Development Standards, the RR zone has the following minimum setbacks:

- Front: 75'
- Side: 10' (interior side yard), 25' (street side yard)
- Rear: 10'

The RR zone also allows a maximum building height of 35', and a maximum lot coverage of 20%.

iii. Resource Protection

Should the Annexation request of APN 301-50-005G be successful, a Resource Protection Overlay (RPO) will be applied to the entire site, including the 1.10 acres requested to have RR zoning. The Zoning Code requires 50% of the tree resources to be saved in the RR zone. A conceptual Natural Resource Protection Plan (NRPP) was submitted as part of this rezoning application, in which the developer proposes to save 74% of the existing tree resources in the rezoning area. The rest of the 10.06-acre parcel, which will retain the HC zoning, is required to preserve 30% of the existing tree resources; the NRRP proposes to preserve 63% of the existing tree resources across the entire site. The 1.10-acre area does not have any slopes steeper than a 17% grade; the larger 10.06-acre parcel has several steep slope areas with a 17-24.99% grade. The Zoning Code requires commercial zones to preserve at least 60% of steep slopes; the NRPP proposes to save 100% of these slopes. There are no slopes greater than 24.99%.

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 and Civil Plan review. Staff will ensure compliance with the Zoning Code during Site Plan and Civil Plan review.

iv. Vehicle Access, Pedestrian and Bicycle Circulation Systems

Vehicular access to the development site will be from two new driveways off Highway 89. Access to the equestrian recreational facility specifically will be from the new driveway on the northwest side of the site. Pedestrian and bicycle access to the subject property is currently provided by existing sidewalks on North Highway 89. The Engineering Standards require the new development replace the existing sidewalk along the property frontage with a 5-foot landscaped parkway and a 6-foot sidewalk. The new sidewalk/parkway will connect to the existing sidewalk to the north and south of the development site. Pedestrian and bicycle access to site will be from one of the many walkways that will connect to the new sidewalk along North Highway 89. The Concept Plan proposes a network of walkways that connect to the right of way and the buildings on the site.

v. Compatibility

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 development is proposed to consist of 11 buildings for the campus, and two commercial pad buildings. There will be ample space between the buildings, consisting of civic space, pedestrian walkways, and drive aisles.

Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The campus is proposed to be a low-intensity development. Seven buildings will be one-story, and four buildings will be two stories. The two-story buildings are proposed to be in the center of the site, away from the two-story single family residential buildings to the south (in the R1 zone), the Forest Service land to the east (PF zone), and Mary's Café (Coconino County CH-10,000 zone) to the north. The commercial pads are proposed to be one-story buildings located directly adjacent to North Highway 89, following the building forward design criteria in the Site Planning Design Standards in the Zoning Code.

The development is buffered from the surrounding development by proposed landscaped areas and large open space areas which include existing trees and steep slopes. Most of the distances between the buildings and the nearest property lines far exceed the minimum required 15-foot landscape buffer.

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 during Site Plan review to ensure compliance with the Zoning Code. The developer has provided a conceptual landscaping plan, showing all landscape areas and plant locations. The conceptual plan generally meets the requirements of parking lot, street buffer, building foundation, and peripheral buffer landscaping found within Section 10-50.60 of the Zoning Code. 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 III and is allowed a total of 100,000 lumens per acre (or 69,930 lumens per acre if using all LED light sources). Outdoor lighting plans are not required in conjunction with a Concept Zoning Map Amendment. A lighting plan will be reviewed for compliance with Zoning Code standards at the time of building permit submittal.

viii. Vehicle and Bicycle Parking

An Institutional Residential use requires one parking space per six beds plus one space per employee. A total of 79 parking spaces are required for the campus: 62 for the main campus [parcel 1], and 17 for the sober living campus [parcel 2]. At least five of these spaces must be ADA-accessible. A total of 83 parking spaces for the campus will be provided; eight of the spaces will be ADA-accessible. The development is also required to provide at least 5% of the required vehicle parking spaces as bicycle parking. Four bicycle spaces are required; the site is providing nine bicycle racks, three of which are covered.

The equestrian facility will be located on the main campus (parcel 1) and will be served by the required parking discussed above. Since the Equestrian Recreational Facility use is an accessory use to the primary Custodial Care use, no additional parking spaces are required for the equestrian facility specifically.

Parcels 3 and 4 are conceptually shown as a future restaurant/café use, but these parcels are not intended to be developed now. The applicant chose the restaurant/café use for parking and traffic calculations because that use requires more parking and has a higher traffic volume than most other commercial uses. As such, these parcels have the flexibility to develop as restaurants/cafes, or other less intense uses that are allowed in

the HC zone. Future development will be reviewed and approved as part of separate Site Plan submittals for each parcel.

ix. Open Space and Civic Space

There is no open space requirement in the RR zone, and the equestrian facility does not meet the threshold to require civic space (it is less than 20,000 square feet). However, the HC zone requires the campus to set aside at least 15% of the site area as open space. If the Annexation and Concept Zoning Map Amendment are successful, 9.67 acres of the campus will be zoned HC (this area includes the proposed 8.08-acre parcel 1 minus the 1.10-acre RR section, and the entire proposed 2.69-acre parcel 2). The Concept Plan identifies a 58,832 square foot area of open space on the southeast corner of the site (between the development and the single-family residential homes to the south, and the Forest Service land to the east). However, the 9.67 acres will require 63,184 square feet of open space. The site has enough room to accommodate open space requirements, and conformance with relevant standards will be ensured as part of Site Plan review.

The campus parcels 1 and 2 are each required to set aside 5% of the site area as civic space. The 6.98-acre HC zone section of Parcel 1 (main campus) is required to set aside 15,202 square feet of civic space; the concept plan sets aside 18,000 square feet. The 2.69-acre sober living parcel (parcel 2) is required to set aside 5,824 square feet of civic space; the concept plan sets aside 6,000 square feet. Civic space includes features like patios, decks, landscape oases, pergolas, and other amenities; final civic space designs will be determined with Civil Plan review (after Site Plan).

The commercial pads do not trigger requirements for open space or civic space.

x. Historic/Cultural Resources

A Cultural Resource Letter Report was completed for the entire 12.21-acre development site (the existing 10.06- and 2.15-acre parcels). No archaeological sites or historical buildings were observed, but the report did identify two areas of interest. The report recommends one of these areas be given a 30-meter buffer around the site during construction to avoid disturbing potential subsurface cultural resources.

B. <u>Animal Keeping Code</u>

Section 6-03-001-0003: Keeping of Livestock of City Code allows large livestock, including horses, in the RR zone, subject to certain conditions. The 1.10-acre/47,916-square-foot RR portion of the site can have up to four large livestock (the maximum allowed for sites between 40,000 to 79,999 square feet). The applicant has indicated they intend to have two to four horses living on site. City Code also requires shelters for large livestock to be at least 75 ft. from any dwelling unit, and at least 10 ft. from the nearest property line. It also requires at least 10,000 square feet of pasture to be provided per animal. There are also general rules and restrictions to protect the safety and welfare of the public and of the animals. Compliance with all relevant standards for the keeping of horses will be confirmed with Site Plan submittal.

C. <u>Public Systems Impact Analysis</u>

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. According to the Traffic Impact Statement provided by CivTech Inc., the campus and the two commercial pads are anticipated to generate 91 new vehicle trips during the AM peak hour and 96 new vehicle trips during the PM peak hour. A full TIA is required when 100 or more new peak hour trips are generated.

The Impact Statement estimated traffic counts and public transportation usage for the new development by evaluating existing traffic patterns at the applicant's campus in Tucson, AZ, and using standard traffic estimates for sit down restaurants (the applicant selected this use because it is on the higher end of potential traffic counts for the two new commercial pads, and allows for a greater flexibility of future uses). Most new peak hour trips are anticipated to be generated by the commercial pads. Most vehicular traffic to the campus is anticipated to be generated by employees and visitors because no patients will use personal vehicles or take public transportation to access the site. All patient trips will either be in vans operated by the facility or in third party private vehicles (the Tucson facility currently operates a 6-passenger and a 15-passenger van for client travel; the Flagstaff facility intends to do something similar). Further, only two employees are anticipated to use public transportation daily (this estimate was based on employee public transit usage at the Tucson facility).

Transportation Improvements

The Traffic Statement identified the need for two new full-access driveways from North Highway 89 (there is an existing driveway to Blue Ribbon Homes that will be closed when the site redevelops). Both driveways will be served by new right turn lanes. North Highway 89 already includes a continuous left turn lane. The development will dedicate additional right of way to accommodate the right turn lanes as well as edge improvements (5-foot landscaped parkway, 6-foot sidewalk, curb, and gutter).

The project site is not currently serviced by transit. The closest bus stop is located 0.25 miles to the southwest on North Christmas Tree Lane. From there, the bus goes southwest along North Highway 89 to central Flagstaff. The Regional Plan identifies a future express route along North Highway 89.

Pedestrian and bicycle access to the subject property is provided by existing sidewalks and bike lanes on North Highway 89, in addition to the new sidewalk/parkway to be installed by the project adjacent to the site.

The City approved the Traffic Statement on September 2, 2021. Highway 89 is Arizona Department of Transportation (ADOT) right of way, which means ADOT will need to provide final review and approval of the construction plans as part of the Site Plan review process.

ii. Water and Sewer Impact Analysis

The City of Flagstaff Water Services Division completed a Water and Sewer System Analysis for the proposed project on October 26, 2021. The proposed development is located within the City of Flagstaff Urban Growth Boundary per the Regional Plan and can be served by City water and sewer utilities. Currently there is no infrastructure in the ground on-site to support this development, so all on-site sewer and water systems will have to be designed and built. No off-site water or sewer improvements will be required. It is the developer's responsibility to design and construct all on-site and connecting water infrastructure per the City of Flagstaff Engineering Standards.

Water and Sewer Improvements

Currently, all public water infrastructure exists near the property (there is an existing 12-inch water line in North Highway 89 that dead ends at the southern property limits and an 8-inch main in Trails End Drive. These mains fall within the City of Flagstaff pressure Zone 'B'. The City of Flagstaff will provide water and sewer service to this site upon acceptance and dedication of all required public improvements. The 12-inch waterline along North Highway 89 will be extended across the frontage of the property in the public right of way. This line will support several connections to service the proposed development throughout the site: an 8-inch domestic waterline that will provide service to the nine (9) new buildings on site and loop to the 8-inch main in East Trails End Drive, a 4-inch fire sprinkler line, and four fire hydrants.

Sewer service will be provided by a connection to an existing 8-inch sewer line in the southwest corner of the site that flows to East Trails End Drive. The project will be required to extend the 8-inch sewer line from the southern boundary to the northern boundary of the development site to allow for future connections in accordance with Zoning Code section 10-30.50.060.C: Public Improvements.

iii. Stormwater Analysis

The subject property is in FEMA Zone X, which is defined as an area with a minimal flood hazard. The site's overall drainage concept is for stormwater to drain away from the proposed buildings while not having any negative impact on the drainage that enters from, and flows to, adjacent properties. To do this, the development will provide detention (Low Impact Development—LID) to offset additional stormwater runoff associated with an increase in impervious surfaces on the site. To determine required stormwater infrastructure, the applicant has submitted a Preliminary Drainage Report that analyzed the peak discharge rates for the 2-, 10-, and 100- year storms in pre-and post-development conditions.

The Drainage Report divided the drainage of the site into three drainage basins: stormwater runoff entering the existing drainage channel (B1), runoff entering East Trails End Drive (B2), and offsite flows (B3). Drainage Basin B1 includes rehabilitation substance treatment campus, sober living units, one of the future commercial lots, and associated sidewalk and parking areas. The stormwater discharge location for this drainage basin is the existing drainage channel located at the adjacent property boundary next to the Trails End Subdivision. Drainage Basin B2 will include the remainder of the on-site area, which includes the other lot for future development. The stormwater discharge location for this drainage basin is East Trails End Drive. Drainage Basin B3 is the offsite portion of the site on North Highway 89 and East Trails End Drive, which includes the proposed right turn lanes and sidewalks along the frontage roads.

Stormwater Improvements

The Preliminary Drainage Report identified the need for an extended detention basin in the southern portion of the site to provide the required detention/LID storage volume. The site will surface drain where possible and have catch basins and storm drains to convey flows to the extended detention basin. The storm drain infrastructure will be further designed with the Site Plan submittal and Civil Plan review. Based on the proposed site mitigation measures, the development of the site will not have any additional impacts to the downstream drainage conditions.

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. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary

When staff performs a Regional Plan (the "Plan") analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application. The Plan's Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan provide supplemental information for the interpretation of goals and policies. In the case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods which provide the framework for the density, intensities, and mix of uses within the area types.

Staff has identified that the subject property is designated as an Area in White, which is not given a specific land use category, but retains its existing entitlements. In this case, the existing entitlements are associated with the Coconino County CH-10,000 zoning district. The City of Flagstaff Highway Commercial (HC) zoning, which the property will receive if the concurrent annexation request is approved, is the closest zoning category to the County CH-10,000 zoning.

The Plan's Future Growth Illustration also identifies this site as a future Rural Pedestrian Shed and an existing Rural Activity Center. The Plan defines Rural Areas as places that have a low density of people, residences, jobs, and activities, as well as an abundance of open spaces and agricultural uses. It also states that Pedestrian Sheds are the basic building blocks of walkable neighborhoods, and that they often encompass the area that is about ¼ mile from an activity center.

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. Staff did not identify any Regional Plan Goals or Policies that conflicted with or did not support the rezoning request. The following is a discussion of how the project generally meets or conflicts with goals and policies in each chapter.

a. Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)

The Regional Plan encourages development to protect ecosystem health, work with existing landforms, and protect soils.

Goal E&C.6 and Policy E&C.6.7. encourage protecting the native plant and animal community diversity in Flagstaff, specifically through best practices to control the spread of exotic and invasive weeds associated with horse feed. The developer states that skilled equestrian staff members will maintain the daily care of the horses, which entails grooming, feeding the animals, cleaning the horse stalls, and managing the health care of these animals with local veterinarian services. Animal feed will consist of horse pellets, hay, and supplements, which will be stored inside the barn's feeding facility. Standard practice is to clean the stalls and turnouts daily, and feed the animals in a specific area to prevent hay from spreading in the turnout and arena. The animal manure and stall shavings will be used as compost, disposed in dedicated horse manure bins, or removed from the property by a third-party trash service.

Goal E&C.7 and Policy E&C.7.1 encourage giving special consideration to environmentally sensitive lands in the development design and review process, minimizing alteration of existing landforms, and maximizing conservation of distinctive natural features. If the site is successfully annexed into the City of Flagstaff, a Resource Protection Overlay (RPO) will be applied. Sixty-three percent (63%) of the existing trees will be protected, and 100% of the steeps will be protected, which will help conserve soils. The developer also states that the buildings, parking, and walkways are positioned to preserve existing, large, mature ponderosa pine trees where possible. Additionally, buildings are concentrated toward the center of the site, leaving large, forested areas between the adjacent national forest to the east and single-family residential development to the south. Further, the developer states that the concept building elevations and floor plans were reviewed for their impact to rural character, and they were designed to conform with the Regional Plan. The developer states that the intent is to construct a visually appealing project for people entering the city limits.

b. Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management, and Water Quality)

The property is located within the Urban Growth Boundary 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." Currently, all public water infrastructure exists near the property, but there is no infrastructure in the ground on-site to support this development, so all on-site sewer and water systems will have to be designed and built. No off-site water or sewer improvements will be required. The developer has stated that they intend to plant native and drought tolerant landscaping throughout the site, and construct a new LID (Low Impact Development) basin to capture and filter rainwater before it flows downstream. The proposed development complies with the findings of the Preliminary Drainage Report discussed in the Public Systems Impact Analysis section of this report.

c. Efficient Use of Energy Goals and Policies

The Regional Plan Goals E.1 and E.2 promote energy-efficient technologies and renewable energy. The developer states that the project will prioritize efficient use of energy resources by utilizing Energy Star appliances, gardening, and composting centers, as well as a recycling center. There will also be design elements to encourage recycling throughout the development. Additionally, solar panels may be installed to expand the production of renewable energy. The developer states that they intend to coordinate with a solar provider as the project moves further along in the design to determine if the site is viable for solar.

d. Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences and Education)

Policy CC.1.1 aims to preserve the natural character of the region and includes the preservation of stands of Ponderosa Pines. The Natural Resource Protection Plan indicates that 74% of the tree resources in the 1.10-acre Rural Residential area will be retained, and 63% of the tree resources will be preserved across the entire development site. The code requires 50% of the tree resources to be saved in the RR zone, and 30% of the tree resources be saved in the HC zone. Most of the tree resources to be preserved are on the eastern portion of the site. The 1.10-acre area does not have any slopes with a steeper than 17% grade, but there are steep slopes on the larger 10.06-acre parcel. The NRPP proposes to save 100% of these slopes.

Goal CC.2 aims to preserve, restore, and rehabilitate heritage resources. Specifically, Policy CC.2.1. asks for projects to actively locate, identify, interpret, and preserve cultural resources. The project is located within a cultural resource sensitive area per Map 13: Cultural Resource Sensitivity of the Flagstaff Regional Plan and as such was required to prepare a Cultural Resource Study. The letter documenting findings and recommendations was prepared by Cornerstone Environmental and dated June 7, 2021. No archaeological site or historical buildings were observed in the project area and Cornerstone recommends that the proposed project be allowed to proceed with no further archaeological work. Due to some potential for subsurface or unobserved artifacts, Cornerstone recommends a 30-meter diameter area around isolated occurrences be avoided by any ground-disturbing activity. If previously unreported cultural resources and/or human remains are encountered during ground disturbing activities, the agency and contractor responsibilities regarding surveys with negative findings are stated in Section 21 Discovery Clause of the letter. The letter and recommendations were approved with conditions by the Heritage Preservation Commission on July 21, 2021.

Goal CC.3 aims to preserve, restore, enhance, and reflect the design traditions of Flagstaff. Specifically, policies CC.3.3 and CC.3.4 discuss the desired design of buildings, their relationship to the context of the surrounding area, and the need for development to enhance a positive image and identity for the region. The developer states that the buildings have been designed to maximize the unique views of Mount Elden and the surrounding landscape, and to take advantage of solar orientation. Further, they state that the architectural design was developed to be site specific, and to complement traditional design characteristics associated with Flagstaff. They feel the design is appropriate for the region and climate, and consistent with surrounding developments. They state that building materials borrow from local design traditions and materials, including hardiboard lap siding, stone accents, and large timber wood trusses. Specifically, the design of the equestrian facility will use materials that reflect the prominence of the barns and stables located on properties to the north of the site.

Policy CC.4.1 states streetscapes are to be context sensitive and transportation systems are to reflect the desired land use while balancing the needs of all modes for traffic safety and construction and maintenance costs. The existing sidewalk along the east side of North Highway 89 will be replaced with a 5-foot parkway and a 6-foot sidewalk, which will push the sidewalk away from the edge of the street. Further, the vehicular and pedestrian entrance at North Highway 89 will be enhanced using contextual landscaping such as boulders, native plants with seasonal color, and split-rail fencing. The site will also have a series of pedestrian paths connecting the buildings to each other and to North Highway 89.

e. Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)

The proposed development is on two parcels, one of which is located just outside of the current City of Flagstaff corporate boundary. The site was most recently occupied with a manufactured home retail business, and will be replaced with a public health service that the developer states is much needed in the community.

Goals LU.3, LU.5, LU.6, and LU.7 speak to creating a unique sense of place within the surrounding context, encouraging compact development to preserve open space, provide for a mix of land uses, and provide for public services and infrastructure. The surrounding land uses consist of commercial developments located along North Highway 89 on either northwest and southwest sides of the site, single family homes on the south side of the site, and national forest along the east of the site. The proposed development will fit into the existing commercial land uses along Highway 89, and the proposed large open space in the back of the campus allows for the natural transition from the national forest to the development. The project will provide pedestrian connectivity along the highway between the existing Mary's Café to the north and other existing developments to the south.

The project is located within the Urban Growth Boundary and in a Rural Activity Center per Map 12 of the Flagstaff Regional Plan. It will include two lots adjacent to the frontage for future development. The project will utilize landscape buffers to protect cultural and environmental resources, and will exceed civic space requirements.

As part of the Annexation and Concept Zoning Map applications, the project held one virtual neighborhood meeting with property owners and residents. The Public Participation Report, required as part of the rezoning application and prepared by the developer, outlines the specific details of these efforts. Policy LU.1.11 calls for collaboration between a developer, residents, and property owners in existing neighborhoods where redevelopment and reinvestment are proposed so that they are included, engaged, and informed. The meeting gave neighbors the opportunity to ask questions and provide feedback on the project. The developer also had follow-up conversations to address pending questions and comments, and provided additional supporting material on staffing and operations to attendees. The developer states that they have provided their contact information to the neighbors, and that they intend to continue having open communication with the community.

f. Transportation (Mobility and Access, Safe and Efficient Multimodal Transportation, Environmental Considerations, Quality Design, Pedestrian Infrastructure, Bicycle Infrastructure, Transit, Automobile, Passenger Rail and Rail Freight, Air Travel, and Public Support for Transportation)

Goal T.1. speaks to improving mobility and access throughout the region. The project will extend the bike lane, parkway, and sidewalk along the frontage of the site to provide more pedestrian connectivity. Clients are anticipated to be transported via vans (the developer has stated that patients will not use their own transportation). However, the developer is providing nine (9) bike racks, including three covered racks, and the site will foster pedestrian connectivity through a set of paths that connect the buildings to each other and to North Highway 89. The developer has also stated that they are willing to provide bus passes to employees that would like them in response to a request made by Mountain Line, but that this coordination is ongoing. The closest bus stop is approximately ¼ mile away, on North Christmas Tree Lane and North Saint Nicholas Circle.

g. Business Retention, Attraction, and Expansion

Goal ED.4 discusses recruiting diverse new business and industries compatible with the region. The developer states that the campus will employ more than 100 employees in well-paying jobs: doctors, nurses, behavioral health technicians, licensed therapists, case managers and support staff. In addition, newly sober community members will become available and willing to fill jobs needed in Flagstaff. The developer states that the campus will provide equal quality care to all patients, including those covered by Arizona Health Care Cost Containment System (state administered Medicaid), commercial insurance, (e.g., Blue Cross Blue Shield), Tricare (Veterans) and many more. They also state that the Campus will enhance

the community's hospitality section because families will stay in Flagstaff to admit and visit with loved ones.

Goal ED.3 supports the start-up, retention, and expansion of existing businesses. The project will include two proposed lots along the Highway 89 frontage for future commercial development. These two lots will be available for any use allowed within the HC zone and are sized for restaurant, retail, or any other entrepreneurial business.

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:

1. The development will provide a substance abuse treatment campus for Flagstaff and surrounding communities, which are experiencing a drug and alcohol crisis, and for which the developer states additional medical services are needed to adequately treat. The campus will serve patients ranging from 18 to 80+ years old, including expectant mothers and post-delivery mothers and babies. The treatment program is based on the company's existing treatment program in Tucson, AZ.
2. The intent is to construct a visually appealing project for people entering the City limits.
3. The equestrian area will include a barn and arena with two to four horses that can be accessible to patients and staff. The equine therapy program incorporates equine interactions and/or the equine environment (mounted or ground-based), including horsemanship instruction and experiential learning adapted to the ability of those receiving services. This program aims to positively contribute to patients' cognitive, physical, emotional, and social well-being, achieve goals set forth by the clinical team, and promote the development of life skills to achieve patients' educational, professional, and personal goals.

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. The Inter-Division Staff (IDS) reviewed the application and concluded that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements as well as impact analysis for the site. Any potential impacts will be mitigated by the developer and no off-site improvements are required to serve this development.

III. CITIZEN PARTICIPATION

i. 10-20.30.060: Neighborhood Meeting

The applicant held a virtual neighborhood meeting via Zoom on June 30, 2021 required for Zoning Map Amendment applications per section 10-20.30.060: Neighborhood Meeting of the Zoning Code. Prior to holding the meeting, the applicant submitted a Neighborhood Meeting Plan in compliance with this section that identified the required parties

to be notified, notification methods, and how the meeting would be conducted. City Code requires the applicant to notify property owners, citizens, jurisdictions and public agencies within 300 feet of the development or that may be affected by the application, but gives the Planning Director discretion to expand the notification area if deemed necessary. The Planning Director determined that a 600-foot notification radius was appropriate to capture all nearby property owners.

During the meeting the applicant provided background information about the project and answered questions posed by meeting attendees through the meeting chat or verbally. The applicant created a Record of Proceedings, which included background materials shared during the meeting and a list of questions from meeting attendees and responses. This document was provided to meeting attendees and city staff via hard copy mail and email in accordance with city code. Staff was contacted by two community members who requested additional information about the development.

The applicant requested, and received approval from the Planning Director, to waive the requirement for the second neighborhood meeting because the Record of Proceedings was deemed sufficient to address meeting attendees' questions (most of which focused on the details of how the facility would operate).

ii. 10-20.30.080: Notice of Public Hearings
Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with Zoning Map Amendment requests. In accordance with Arizona State Statute and City Code, 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 required government agencies and all property owners within 600 feet (exceeding the minimum of 300 feet) of the site excluding rights-of way. No public comments have been received as of the writing of this report.

RECOMMENDATION:
Staff believes that the proposed Concept Zoning Map Amendment is in substantial conformance with the required findings. Staff recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation to approve an amendment to the Zoning Map for 1.10 acres from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Rural Residential (RR) zone with a Resource Protection Overlay (RPO), subject to the following conditions:

1. The subject property shall be developed in substantial conformance with the Concept Plan, Natural Resource Protection Plan, and project narrative including but not limited to the proposed density, intensity, and general layout of the site, deemed "Complete with Conditions" by the Inter-Division Staff (IDS) on March 16, 2021.
2. The proposed Equestrian Recreational Facility will be an accessory use to the primary Custodial Care Use, shown in the Concept Plan as a mental behavioral health and substance abuse treatment campus.
3. The proposed development shall obtain a Conditional Use Permit for the Equestrian Recreational Facility, as required by the Zoning Code, as a condition of Site Plan approval.
4. The proposed development shall meet all requirements for the keeping of horses as stated in City Code Section 6-03: Animal Keeping.
5. The proposed development shall meet all other requirements of the Zoning Code and other City codes, ordinances, and regulations.
6. In the event the property is rezoned, and the developer fails to obtain final Civil Plan approval within two 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 (HC) with a Resource Protection Overlay (RPO) in accordance with A.R.S. § 9-462.01.

Attachments:

1. Application
2. Legal Ad
3. Legal Description
4. Vicinity Map
5. Zoning Vicinity Map
6. Concept Plan, Concept Plat, and Concept Zoning Map Amendment
    - Civil and Architectural Concept Plan
    - Concept Plat, including Preliminary Landscape Calculations and Natural Resource Protection Plan
    - Concept Zoning Map Amendment, including requirement to extend sewer line from Water and Sewer Impact Analysis
7. Concept Building Materials, Elevations, Floor Plans, Civic Space
    - Conceptual materials
    - Admin Building concept floor plans and elevations
    - Detox Building concept floor plans and elevations
    - Group Building concept floor plans and elevations
    - Kitchen/Dining Building concept floor plans and elevations
    - Outpatient Building concept floor plans and elevations
    - Residential Treatment Center Buildings (Women and Men) concept floor plans and elevations
    - Sober Living Management Building concept floor plans and elevations
    - Sober Living Residential Buildings (Women and Men) concept floor plans and elevations
    - Open Space Concepts
8. Project Narrative and Regional Plan Analysis
9. Public Participation Plan
10. Natural Resource Protection Plan – Rural Residential Section

12. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacey Brechler-Knaggs, Grants and Contracts Manager
Co-Submitter:	Morgan Mullaney, Grants Specialist
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration and Approval of Contract Amendment: First Amendment to the Service Provider Contract for Community Health and Human Services with United Way of Northern Arizona in the total amount of $784,000.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Service Provider Contract with United Way of Northern Arizona for administration of $700,000 of the American Rescue Plan Act Coronavirus Local Recovery Federal and Non-Federal Funds with a 12% administrative fee for a payment in the amount of $84,000 for a total distribution to United Way of Northern Arizona of $784,000; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff seeks approval of the First Amendment to the Service Provider Contract with United Way of Northern Arizona, to act on behalf of the City of Flagstaff and administer the American Rescue Plan Act Coronavirus Local Fiscal Recovery Federal and Non-Federal Funds (Local Recovery Funds) to respond to the COVID-19 public health emergency or its negative economic impacts for City-wide local service agencies. Under the First Amendment, United Way of Northern Arizona will provide services, such as issuing Notice of Funding Announcements to eligible non-profits, evaluating proposals, awarding applicants, submitting required reporting, overseeing and monitoring awarded applicants.

Financial Impact:

The City has an active Service Provider Contract with United Way of Northern Arizona to administer City general funds to non-profit agencies. The compensation for that active Service Provider Contract for the current fiscal year is $363,750 plus an additional $30,000 for Step Up for Youth. This First Amendment provides United Way of Northern Arizona an additional $700,000 to distribute for Community Health and Human Services with an $84,000 administrative fee.

The First Amendment will provide United Way of Northern Arizona the $700,000 in Local Recovery Funds to allocate as follows:

Negative Economic Impacts

- Aid to non-profits - Food, $300,000 (non-federal funds)

- Aid to non-profits - Other, $150,000 (non-federal funds)

Services to Disproportionately Impacted Communities

- Education Assistance - Early Learning, $250,000 (federal funds)

Administration

- Administration (compensation), $84,000

The funding for this amendment is allocated from the City's $13,252,816 ARPA allocation.

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

Safe and Healthy Community
- Support social services, community partners & housing opportunities

Has There Been Previous Council Decision on This:

On September 9, 2019, the City Council approved a Service Provider Contract with United Way of Northern Arizona to administer funds for Community Health and Human Services. In April 2021, City Council received notice that the U.S. Department of Treasury would provide the City an allocation from the American Rescue Plan Act Coronavirus Local Recovery Federal Funds in the amount of $13,252,816. Staff met with the City Council on September 7, 2021, and on October 12, 2021, to allocate the Local Recovery Funds to various categories, including some allocations that would generally fall under Community Health and Human Services.

Options and Alternatives:

1. Approve the First Amendment to the Service Provider Contract and authorize the United Way of Northern Arizona to administer $700,000 in Local Recovery Funds and receive an administrative fee of $84,000; or
2. Not approve the First Amendment and direct City Staff to administer the $700,000 in Local Recovery Funds internally. This is not recommended due to Staff capacity.

Background/History:

The City is a recipient of certain funds through the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), which authorizes the U.S. Department of the Treasury to make payments from the Coronavirus Local Fiscal Recovery Fund.

The distribution of Local Recovery Funds is guided by the Treasury Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 which allows the City to work with entities to administer the Local Recovery Funds.

Staff requests to enter the First Amendment to the Service Provider Contract to delegate certain program administration and monitoring responsibilities to the United Way of Northern Arizona for the distribution of $700,000. This distribution is in compliance with the Uniform Guidance regarding the allocation of the Local Recovery Funds reserved to respond to the COVID-19 public health emergency or its negative economic impacts for City-wide local service agencies.

Key Considerations:

Utilizing United Way of Northern Arizona will assist the City to efficiently respond to the economic and public health impacts of COVID-19 and to assist to contain impacts on the community, residents, and businesses. The distribution of the Local Recovery Funds ensure that local governments have the resources needed to fight the pandemic, sustain, and strengthen the economic recovery, maintain vital public services, and make investments that support long-term growth, opportunity, and equity.

Community Benefits and Considerations:

The United Way of Northern Arizona will comply with all federal and City procurement requirements through open and competitive processes to determine for eligible non-profits and eligible activities.

Attachments: United Way First Amendment
Presentation

FIRST AMENDMENT TO THE SERVICE PROVIDER CONTRACT
FOR
COMMUNITY HEALTH AND HUMAN SERVICES

CITY OF FLAGSTAFF
and
UNITED WAY OF NORTHERN ARIZONA

THIS FIRST AMENDMENT to the Contract dated September 3, 2019, and subsequent Contract Extensions ("First Amendment") is made between the City of Flagstaff ("City"), a municipal corporation with offices at 211 W. Aspen Avenue, Flagstaff, Coconino County, Arizona 86001, and United Way of Northern Arizona ("Provider"), a corporation with an office at 1515 E. Cedar Avenue, Suite D-1, Flagstaff, Arizona 86001, effective as of the date written below.

RECITALS

A. On September 3, 2019, the City entered into a Contract with Provider ("2019 Contract") wherein the City made available to Provider a sum of money to provide financial assistance to non-profit organizations for Community Health and Human Services to primarily low- and moderate-income residents of the City; and

B. Throughout the term of the Contract and the two (2) subsequent Contract Extensions, Provider has satisfactorily distributed the social service contributions that the City had made available; and

C. The City is a recipient of certain funds through the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), which authorizes the U.S. Department of the Treasury ("Treasury") to make payments from the Coronavirus Local Fiscal Recovery Fund ("Local Recovery Funds"); and

D. The distribution of Local Recovery Funds is guided by the Treasury Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 ("Uniform Guidance") which allows the City to work with entities to administer the Local Recovery Funds; and

E. The City wishes to delegate certain program administration and monitoring responsibilities to Provider for the pass-through distribution to other non-profit organizations of **seven hundred thousand dollars ($700,000)** and to compensate Provider with a payment of **eighty-four thousand dollars ($84,000)** for a total distribution to Provider of **seven-hundred eighty-four thousand dollars ($784,000)** pursuant to the Uniform Guidance regarding the allocation of the Local Recovery Funds reserved to respond to the COVID-19 public health emergency or its negative economic impacts for City-wide local service agencies.

For the reasons recited above, and in consideration of the mutual covenants contained in the Contract and First Amendment, the City and Provider agree as follows:

SECTION 1, SCOPE OF WORK, is amended to include the following language:

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

   1.1 Scope of Work for the 2019 Contract: **Community Health and Human Services, via a social service contribution from the City of Flagstaff** and as more specifically described in the Scope of Work attached hereto as *Exhibit A.*

   1.2 Scope of Work for the First Amendment: Provide services, such as issue Notice of Funding Announcements to eligible non-profits, evaluate proposals, award applicants, submit required reporting, oversee, and monitor awarded applicants **via a social service contribution from the City of Flagstaff from a portion of the Local Recovery Funds received by the City** and as more specifically described in the First Amendment to the Scope of Work attached hereto as *Exhibit D.*

SECTION 3, STANDARD TERMS AND CONDITIONS, is amended to include the following language:

3. Terms and Conditions:

   3.1 Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached to the 2019 Contract as *Exhibit B*, are hereby incorporated by reference and shall apply to performance of the 2019 Contract and First Amendment, except to the extent modified in *Exhibit A.*

   3.2 Special Terms and Conditions: The City of Flagstaff Special Terms and Conditions, attached to the First Amendment as *Exhibit E*, are hereby incorporated by reference and shall apply to the performance of the 2019 Contract and First Amendment, except to the extent modified in *Exhibit A.*

SECTION 5, CITY REPRESENTATIVE, is amended to include the following language:

5. City Representative:

   5.1 City Representative for the 2019 Contract: The City Representative for the 2019 Contract is Rick Tadder, Management Services Director, or his designee. All communications to the City regarding the 2019 Contract shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the Procurement Director.

   5.2 City Representative for First Amendment: The City Representative for the First Amendment is Stacey Brechler-Knaggs, Grants and Contracts Manager, or her designee. All communications to the City regarding the First Amendment shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the Procurement Director.

SECTION 10, COMPENSATION, is amended to include the following language:

10. Compensation:

10.1 Compensation for Services Performed Under the 2019 Contract: Provider shall be paid $363,750.00 plus compensation agreed upon in subsequent extensions for satisfactory performance of the work in accordance with the Compensation Schedule attached hereto as part of *Exhibit A.*

10.2 Compensation for Services Performed Under the First Amendment: Provider shall be paid a twelve percent (12%) administrative fee in the amount of eighty-four thousand dollars ($84,000) for satisfactory performance of the work on a reimbursement basis in accordance with federal law and the Compensation Schedule attached hereto as part of *Exhibit D.*

SECTION 15, INSURANCE, is amended to include the following language:

Standard Insurance Requirements, *Exhibit C*:

3. Minimum Scope and Limits of Insurance.

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

SECTION 17, NOTICE, is amended to include the following language:

Any notice concerning the First Amendment shall be in writing and sent by certified mail and email as follows:

City of Flagstaff

Stacey Brechler-Knaggs
Grants Administrator
211 W. Aspen Ave.
Flagstaff, AZ 86001
(928) 213-2227
sknaggs@flagstaffaz.gov

United Way of Arizona

Carol Dykes
President and CEO
1515 E. Cedar Ave., Suite D-1
Flagstaff, AZ 86004
cdykes@nazunitedway.org

Copy to:

Patrick Brown, C.P.M., CPPB
Purchasing Director
211 W. Aspen Ave.
Flagstaff, AZ 86001
pbrown@flagstaffaz.gov

SECTION 19, EXHIBITS, is added to include the following language:

Exhibit A to the 2019 Contract:	Scope of Work/Fee Schedule
Exhibit B to the 2019 Contract:	City of Flagstaff Standard Terms and Conditions
Exhibit C to the 2019 Contract:	City of Flagstaff Standard Insurance Requirements
Exhibit D to the First Amendment:	Amended Scope of Work/Fee Schedule
Exhibit E to the First Amendment:	City of Flagstaff Special Terms and Conditions
Exhibit F to the First Amendment:	Payment Request
Exhibit G to the First Amendment:	Category Specific Reporting Requirements
Exhibit H to the First Amendment:	Performance Report
Exhibit I to the First Amendment:	Grant Provisions

Terms and conditions in the Contract as amended that are unchanged by this First Amendment will remain in full force and effect.

IN WITNESS WHEREOF, the parties acknowledge that they have read, understand, approve, and accept all of the provisions of this Contract and the attached Exhibits.

DATED this _____ day of _____, 20___.

City of Flagstaff

Greg Clifton, City Manager

Attest:

City Clerk

Approved as to form:

City Attorney

United Way of Northern Arizona

Carol Dykes, President and CEO

Attest:

Corporate Secretary

EXHIBIT A
SCOPE OF WORK/FEE SCHEDULE

Scope of Work:

1) **Identify community health and human services critical needs and opportunities and provide the City funds for them through a fair process.**

Dialogue and data collection shall occur on an on-going basis with social services providers. Provider shall:

- Conduct email surveys with partner agencies to determine the effect of the changing economic conditions on clients and demand for services;
- Conduct three (3) face to face meetings with executives and senior staff from health and human service agencies to discuss needs and opportunities;
- Sponsor a community forum on poverty with the Arizona Community Action Association, and Coconino County to assess needs and assets of our community's ability to respond to the increasing numbers of low-income residents; and
- Routinely discuss findings from data collection and dialogue with business and civic leaders to understand health and human services needs in relation to their knowledge of community conditions.

These communication methods or similar ones shall be maintained on an on-going basis.

Additionally, Provider staff shall participate in a variety of organizations to facilitate the transfer of knowledge and build understanding of trends, best practices and opportunities in health and human services.

Provider shall coordinate with Launch Flagstaff under the collective impact for services, planning, and collaboration in the respective areas cradle to career.

2) **Ensure funds are used effectively and specifically for the intended low and moderate income populations.**

Each spring, the Provider's board and staff shall recruit volunteers from among donors, campaign volunteers, corporate and community leaders to determine how the City of Flagstaff funds should be disbursed. Teams of volunteers headed by a member of the Provider's board review applications and conduct site visits. Each applicant is expected to document how its services impact the lives of the people who participate in its programs.

These volunteers have an interest in community social services, have an ability to read and interpret program/services information and are willing to commit the time necessary to do the best job possible. Volunteers are required to become knowledgeable regarding Provider's community investment process by attending a training session, become knowledgeable regarding agencies assigned to them, and specifics of programs for which funds are requested (each volunteer is asked to review five proposals' narratives and fiscal reports as well as complete a rating sheet), attend all meetings of their assigned team, recommend funding levels to Provider's board and ensure that community investment decisions are based on information provided within submitted proposals and site visits.

Volunteers shall evaluate the written proposal on key areas: Alignment with funding priorities (funding priorities are set by the Board based on community assessments), ability to display quantitative and qualitative outcomes that address how community conditions or individual clients conditions have changed in the current year due to program(s)/service(s) delivered,

goals and outcome objectives, budget narrative, logic model and inclusion of all required materials. Provider's staff shall audit applications to ensure compliance and volunteers shall be asked to bring their own experiences to the review process. A CPA or a person with expertise in fiscal management shall review fiscal components of the application. Review teams shall then recommend allocation amounts for each applicant to the Provider's Board of Directors

Final allocation decisions shall be made by the Provider's Board of Directors. The Board shall take into consideration the committee recommendations. A senior member of the City of Flagstaff staff shall hold a position on the Board of Directors and assume a leadership role with the community review team.

Provider shall work in collaboration with service providers, local government, health and education leaders that have successfully established or supported new programs or addressed system-wide responses to specific population needs. Provider shall lead an effort to better understand the needs and impact of this population, as well as potential models utilized in other communities, to address chronic alcoholism.

Provider shall work from an asset or strength-based model, meaning the Provider believes in working from strengths and that rarely can a single entity solve problems. To this end, as gaps in service become evident, Provider shall work with its partners, Community Initiative Councils, businesses and civic leaders to identify existing resources to meet needs. Provider, in collaboration with The Financial Stability Partnership (FSP), shall identify services for newly un-employed, people who have never had to access help before as an emerging need. Provider shall create resource lists and develop distribution methods. Provider shall provide the resource list to human resource personnel for the City of Flagstaff and other alliance members to ensure that employees targeted for lay-offs or furloughs received information about available social services.

3) Use City funds to leverage additional resources to provide enhanced and substantially similar benefit.

Three levels of review shall occur for each entity that is funded as follows:

1) compliance with non-profit organizational and fiscal requirements (990 tax filing, annual audit, non-profit status)
2) site visits by community review teams to see the program operations and meet the executive level staff and key board members
3) programmatic reports documenting services provided

Each organization shall provide the following:

A single Application Cover Sheet, Amount(s) Requested Form, Budget Narrative, Patriot Act Compliance Form, Certification of Non-Discrimination Form, Audit, and 990 Tax Return are required for funding source:

- **Application Cover Sheet** – Please utilize provided Application Cover Sheet. Signatures and printed names of Board President and Executive Director/CEO are required.
- **Amount(s) Requested Form** - Indicate amount for City of Flagstaff Funds being requested.
    - Computation of Administrative/Fund Raising Expenses.
- **Budget Narrative** - The purpose of a budget narrative is to provide more clarity and detail on various budget line items for which funds are being requested. The budget narrative

should explain criteria used to compute budget figures. Tie budget narrative with projected outcomes within Logic Models. Complete Budget Narrative For Amount(s) Requested Form.

- **USA Patriot Act Annual Compliance Form**
- **Certification of Non-Discrimination in Services and Employment Form**
- **Audit** - Most recent independent certified public accountant's ***Audit Report*** for agency **with Auditor's management letter.** Auditor's Recommendations to Board of Directors. *(If Management Letter was not issued, a letter from the Auditor stating no Management Letter was issued **MUST BE** SUBMITTED).*
  - **GAAP and GAAS** - The Agency listed in this application accounts for its funds in accordance with generally accepted accounting principles (GAAP) and was audited in accordance with generally accepted auditing standards (GAAS) by an independent certified public accountant in the immediately preceding year.
  - **OMB 133 Audit**: (Single Audit Act) $500,000 or more expenditures of Federal funds. Fiscal and program compliance tested. More testing required. Opinion letter addresses Internal Controls. Management Letter provides suggestions.
  - **Regular Audit**: Review of fiscal documentation and records. No Opinion Letter on Internal Controls. Management Letter with suggestions is written. Required based on partner's budget/revenues of $100,000 and above.
  - **Reviewed Financial Statement**: Tests numbers and ratios. Required based on partner's budget/revenues of $25,000 - $100,000.
  - **Compilation**: Pulls fiscal records and converts into Generally Accepted Accounting Procedures (GAAP) with disclosures/notes. Required based on partner's budget/revenues below $25,000.
  - **IRS 990 Tax Return** – Must be from the same calendar year/fiscal year as audit (organizations which are not required to submit a Form 990 must complete the first two pages of a 990 for UWNA), accounting method **must be accrual**; including signatures in the box marked "Signature of Officer." The preparer's signature alone is **not** sufficient. Dates of the Form 990 **must match** dates of annual audit and both cannot be older than 18 months.
  - **New applicants to Successful Provider** - If this is the first year an agency is applying for any funds through , the following are required:
    - ☐ Copy of most recent **IRS determination letter** (501c3).
    - ☐ **Current Year's Budget** (the year agency is currently in) for entire agency as approved by agency's Board of Directors.
    - ☐ A list of agency's **Board of Directors** and **Advisory Board** (if agency is an affiliate of a statewide organization) with the following required information:
      - Mailing addresses and telephone numbers for each member. Just the agency's address and phone number are unacceptable.
      - Indicate offices currently held by each member.
      - Terms of office – beginning and ending dates (month, day, and year). If your agency does not have term limits, attach a copy of Bylaws stating this fact.
      - A list of dates of Board of Directors meetings held within the past 12 months. Indicate meetings at which a quorum was present.

- Provide times and locations with an exact address of each Board meeting.

Each spring the Provider shall release a request for proposal for City of Flagstaff funding. All Community Health and Human Service agencies serving Flagstaff residents shall be invited to participate through public notification in the Arizona Daily Sun. Provider partners shall be invited to participate through their annual provider application for funds. Previous year's applicants shall be notified via email and Provider staff shall be available via phone/email for questions and concerns. Provider shall require that each applicant provide a logic model explaining how City of Flagstaff funding was utilized by the agency in the previous calendar year. Provider shall ask for quantitative and qualitative outcomes that address how the agency is changing community conditions including: locations/ neighborhoods served, demographics of those served (local residents or transient populations), and how has this service changed community conditions.

Provider shall also require that each applicant provide goals and objectives for the current calendar year. This component shall include broad statements of intent (goals) with measurable, time-specific outcomes (objectives) that directly link with identified problem/needs addressed through City of Flagstaff funds. Goals shall be general statements of long-range benefits that reflect what changes are desired within a targeted population or community area. Outcome objectives shall be specific, quantified statements of expected outcomes of the service. These performance measures shall describe events that can be realistically achieved with available resources.

And finally, Provider shall require that each applicant complete a logic model for the current year in which they are requesting funding. The logic model shall describe how the proposed service(s)/program is/are compatible with funding priorities. Program goals shall describe any changes in condition, knowledge, attitude or skill as a result of the proposed service. Project/service measurement tools and evaluative methods shall accurately track stated outcome objectives. Logic models shall display: Needs, Process, Outcome, Service Area (Education, Income and Health), Evaluation, and requested Budget to accomplish stated Outcome.

Provider shall provide training to applicants. Each year Provider shall assess the most important topics by evaluating where Provider weaknesses in previous year's applications or a significant change in non-profit management standards. All training provided shall include: Outcome measurement, logic models, Sarbanes Oxley for non-profits, and the new 990.

- **Award Program**

  A. Provider shall send application materials to service providers who received funds from the last City allocation cycle, as well as, any other qualified interested service providers.

  B. Provider shall appoint a review committee composed of Flagstaff area residents and one (1) member appointed by the City which will review funding requests programmatically, financially and administratively, taking into account Community Health and Human Service needs, availability of similar services from other sources.

  C. Provider shall provide written notification to the City of recommended allocations approved by the Provider's Board of Directors.

  D. Provider shall be responsible for notifying organizations of reporting requirements and payment schedules.

E. Provider shall disburse all approved allocations and otherwise administer all funds covered by this Agreement, while monitoring funded programs and finances, and shall submit an annual report to the City on the status of these programs.

F. The City shall appoint one (1) professional staff member to serve as a staff liaison to the Provider's Allocation Committee.

4) Ensure sufficient data collection and reporting is available to document the community benefits and both agency and client eligibility. Provide an annual report to the City including process, methodology, leverage and benefits provided.

City funds:

- Shall be directly matched by other funders (private, state and federal) to bring services to Flagstaff residents
- Shall be directly matched with in-kind contributions of volunteers, facilities and other goods and services
- Shall be combined with Provider funds to have a greater impact
- Shall be combined with Coconino County funds to have greater impact
- Shall support a strong Provider, thus bringing Flagstaff the added value of an organization dedicated to improving lives, mobilizing communities and improving community conditions

Provider shall continue to seek opportunities to maximize the impact of City funds by working with partners who can attract multiple funding sources and have the capability to expand the number and quality of services by using volunteers and in-kind resources to stretch funding.

Provider shall conduct an annual audit that documents the total dollars raised, sources of funds and amount used for administration. These audited figures shall be reported to the community by the Provider in its annual report. Additionally, Provider shall have fiduciary reporting oversight and responsibility, where the audited financials, tax returns, volunteer hours tracked by provider, leveraged dollars, and community initiative outcomes are reviewed to aid in maintaining high level of transparency and accountability.

Annually, Provider shall provide a report to the City Council on the use of the Social Services funds. Leveraged dollars and resources shall be reported to the Council at the same time.

<u>On an annual basis each organization that receives funding shall provide</u>:

Quantitative and qualitative outcomes that address how the agency is changing community conditions or individual lives including: locations/ neighborhoods served, type of services provided, number of people served, demographics of those served (local residents or transient populations), and how has this service changed community conditions.

Provider shall compile these individual agency reports into a summary report for the City Council. Annually, Provider shall provide a report to the City Council on the use of the Social Services funds. Leveraged dollars and resources shall be reported to the Council at the same time. Additionally, there are currently four City of Flagstaff employees and the Mayor of Flagstaff on the Provider's Board of Directors; these individuals shall be kept abreast of leveraging activities on an on-going basis.

Provider shall adhere to a document retention policy in accordance with Sarbanes Oxley recommendations for non-profit organizations. All documents associated with this contract shall be maintained in accordance with the document retention policy which assures that the City of Flagstaff would have access to any requested materials for a multi-year period.

FEE SCHEDULE:

The City hereby agrees to award funds in the amount of $293,750 to Provider as approved, subject to the conditions imposed by the City Council (hereinafter referred to as the "Council") and such funds shall be used exclusively for the purpose of assisting non-taxing entities located within the jurisdictional boundaries of the City, in providing Community Health and Human Services to Flagstaff area residents and travelers and payment of compensation for services. Community Health and Human Services may include, but not necessarily limited to: early childhood education, temporary assistance, transportation assistance, crisis shelters, victim assistance, substance abuse programs, and assistance to the elderly.

1. **COMPENSATION**

   A. The total funds awarded to Provider in the amount of $363,750 shall be broken out as follows:

Direct Services:	$312,688
Administrative Fee:	$ 51,062
	$363,750

2. **DISBURSEMENT OF FUNDS**

   A. The City shall disburse to Provider its annual allocation award in two equal installments no later than July 15, and December 15 of each year, and Provider shall bill the City as needed for the administrative fee.

   B. Provider shall charge no more than fifteen percent (15%) of the total funds available for allocation as an administrative fee for the monitoring and administration of this program. Provider may earn interest on the total disbursement amount, which shall be credited against amounts owed by the City to Provider for is administrative fee. Provider shall include in its annual report to the City the actual administrative costs incurred by them and all interest earned on the total disbursement amount.

   C. Provider shall assume total fiscal responsibility for all of the funds made available for allocation by the City under this program.

3. **CRITERIA AND PROCEDURES**

   A. In order to be eligible for City funds under this program, each service provider shall be a non-taxing entity located within the jurisdictional boundaries of the City of Flagstaff, and shall provide direct Community Health and Human Services to primarily low and moderate income residents of Flagstaff and the contiguous Coconino County area, and to travelers to Flagstaff who are in need of emergency service assistance.

   B. Each service provider shall be legally qualified as a non-profit corporation under the law. Each service provider shall obtain a ruling from the United States Treasury Department that it is not a private foundation and that it is exempt from payment of income tax, and that gifts to it are deductible for income tax purposes. A copy of such ruling shall be submitted to the Provider and/or the City.

   C. Each service provider shall have clear purposes and functions which designate it as a voluntary health and human service organization.

   D. Each service provider shall maintain a board of directors or governing body that consists of volunteers, who make policy decisions, represents diversity of our community; and meets at least quarterly. Members of the volunteer governance structure should not receive

financial compensation from the agency they oversee. This requirement precludes an agency's executive director and professional staff from serving on its board of directors.

E. If the service provider operates under religious auspices, it shall clearly separate its budget and financial reporting for support of City-funded programs from its religious programs.

F. Each service provider shall maintain full fiduciary responsibility for the Agency, including, but not limited to, managing the organization in full compliance with all Generally Accepted Accounting Principles, and conducting an annual audit. Organizations with an annual budget of less than $100,000 may request a waiver from Provider for the annual audit requirement. Appropriate documentation shall be required if such a waiver is granted.

G. Any service provider that employs staff shall demonstrate that overhead expenses are held to a minimum and that all possible use is made of volunteer personnel.

H. Funding provided by the City may be limited to expenses related directly to service provision, and may exclude funding of capital expenses, debt services, fund raising costs, or building of reserves.

I. Each service provider shall use City-provided funds only for the provision of services for which such funds are allocated by Provider.

J. Each service provider shall provide prompt written notification to Provider of any programmatic, fiscal, staff or board issues that may have an impact on the agency operations.

EXHIBIT B
CITY OF FLAGSTAFF
STANDARD TERMS AND CONDITIONS

IN GENERAL

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

2. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.

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

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

PAYMENT

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

6. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

7. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

   Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

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

SERVICES

9. **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.

INSPECTION, RECORDS, ADMINISTRATION

10. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

11. **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.

12. **PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

13. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

14. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.

15. **INSURANCE:** Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.

16. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

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

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

19. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.

20. **SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

21. **NO WAIVER:** Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

22. **ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

23. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

24. **SUBCONTRACTING:** Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

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

26. **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 programs. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.

27. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure

compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

28. **TERMINATION FOR DEFAULT:** Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

29. **CITY REMEDIES:** In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

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

31. **SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.

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

33. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.

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

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

36. **CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

37. **CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

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

39. **NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent Notice may be sent by email as a secondary form of notice.

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

41. **GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.

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

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

EXHIBIT C
CITY OF FLAGSTAFF
STANDARD INSURANCE REQUIREMENTS

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.

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

3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

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

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$500,000
Disease - Each Employee	$500,000
Disease - Policy Limit	$500,000

   [OPTION: e. Professional Liability $1,000,000

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. Contractor shall be solely responsible for any self-insured retention amounts. City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:

   a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.

   b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.

   c. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Contractor's insurance and shall not contribute to it.

   d. Each Insured. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

   e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

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

6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Buyer listed in the original Solicitation and shall reference the Contract Number:

   Attention: Rick Compau, Purchasing Director
   Purchasing Department
   City of Flagstaff,
   211 W. Aspen Avenue
   Flagstaff, Arizona 86001

7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City program/contract number and program description shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

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

EXHIBIT D

FIRST AMENDMENT TO THE SCOPE OF WORK

United Way of Northern Arizona (UWNA)

UWNA on behalf of the City of Flagstaff will administer the American Rescue Plan Act (ARPA), Coronavirus Local Fiscal Recovery Federal and Non-Federal Funds. UWNA will provide services, such as issue Notice of Funding Announcements to eligible non-profits, evaluate proposals, award applicants, submit required reporting, oversee, and monitor awarded applicants.

Overview – This program intent is to respond to the economic and public health impacts of COVID-19 and to assist to contain impacts on community, residents, and businesses. The Local Recovery Funds ensure that local governments have the resources needed to fight the pandemic, sustain, and strengthen the economic recovery, maintain vital public services, and make investments that support long-term growth, opportunity, and equity.

2: NEGATIVE ECONOMIC IMPACTS

Assistance to Nonprofits – Nonprofits have faced significant challenges due to the pandemic's increased demand for services and changing operational needs, as well as declines in revenue sources such as donations and fees. Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "nonprofit" – specifically that are 501(c)(3) or 501(c)(19) tax-exempt organizations.

2.10 – Aid to non-profits – Food, $300,000 (non-federal funds)

Eligible Use: Response to the negative economic impacts that were experienced by those impacted as a result of the pandemic.

2.10 – Aid to non-profits – Other, $150,000 (non-federal funds)

Eligible Use: Response to the negative economic impacts of the pandemic, for disproportionately impacted communities.

Examples that could be considered:

- ✓ Decreased revenue (e.g., from donations and fees)
- ✓ Financial insecurity
- ✓ Increased costs (e.g., uncompensated increases in service need)
- ✓ Capacity to weather financial hardship
- ✓ Challenges covering payroll, rent or mortgage, and other operating costs
- ✓ Mitigate financial hardship
- ✓ Technical assistance or other services that mitigate negative economic impacts of the pandemic

3: SERVICES TO DISPROPORTIONATELY IMPACTED COMMUNITIES

3.1 – Education Assistance – Early Learning, $250,000 (federal funds)

Eligible Use: Early learning services, addressing the impacts of lost instructional time for K-12 students, assistance to high-poverty school districts to advance equitable funding across districts and geographies, and educational and evidence-based services to address the academic, social, emotional, and mental health needs of students. Addressing the many dimensions of resource equity – including equitable and adequate school funding; access to a well-rounded education; well-prepared, effective, and diverse educators and staff; and integrated support services-can also begin to mitigate the impact of COVID-19 on schools and students and can close long-standing gaps in educational opportunity.

Increasing resources for high-poverty school districts, educational services like tutoring or afterschool programs, summer education and enrichment programs, and supports for students' social, emotional, and mental health needs.

Improvements or new construction of schools and other educational facilities or equipment are eligible capital expenditures.

7: ADMINISTRATION (COMPENSATION)

7.1 – Administration - $84,000 (12%) (non-federal funds)

Eligible Use: Costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Costs must be reasonable and allocable as outlined in 2 CFR § 200.404 and 2 CFR § 200.405. Both direct and indirect costs are eligible as long as they are accorded consistent treatment per 2 CFR § 200.403. Direct costs are those that are identified specifically as costs of implementing the program objectives, such as contract support, materials, and supplies for the project. Indirect costs are general overhead costs of an organization.

EXHIBIT E

CITY OF FLAGSTAFF
SPECIAL TERMS AND CONDITIONS

1. COMPENSATION ON A REIMBURSEMENT BASIS

1.1 Payment by the City to United Way of Northern Arizona ("Provider") for services and other expenses related to the administration of the Local Recovery Funds will be provided on a reimbursement basis. Reimbursement may be requested as frequently as monthly, but not less than quarterly. Reimbursement will be paid in dollar amounts approved by the City for completed work.

1.2 A non-profit recipient of Local Recovery Funds can submit reimbursement requests to the Provider on a monthly, quarterly, or a one-time/final reimbursement request. The financial and performance reporting terms are to be coordinated with the Provider.

1.3 To request reimbursements, the Provider shall submit a Payment Request, attached as *Exhibit F* and incorporated by reference in the Contract. The Provider must submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of the Contract no more than forty-five (45) days after the end of the Contract. Requests for reimbursement received later than the forty-five (45) days after the Contract termination will not be paid. The final reimbursement request as submitted shall be marked FINAL All reports shall be submitted to the contact persons as described in the Notice Section of the Contract. Final payment invoices must be received no later than sixty (60) days after completion of the Scope of Work or Contract time-period, whichever comes first. No payments shall be made on invoices received after that date.

2. ADMINISTRATIVE REQUIREMENTS

2.1 Accounting. The Provider shall comply with the requirements and standards of Office of Management and Budget (OMB) and guidance in subparts A through F of 2 CFR part 200 and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Provider's financial management system shall include, at a minimum, accurate, current, and complete disclosures of expenditures of the Local Recovery Funds; records which adequately identify the source and application of Local Recovery Funds provided for financially assisted activities; effective control over and accountability for Local Recovery Funds, real and personal property, and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation. The Provider shall maintain Local Recovery Funds received under this Contract in separate ledger accounts and not mix funds with other sources; manage funds according to applicable federal regulations for administrative requirements, cost principles, and audits; and maintain adequate business systems to comply with federal requirements. The business systems that must be maintained are: Financial Managements, Procurement, Personnel, Property, and Travel. A system is adequate if it is written, followed consistently (it applies to similar items), and consistently applied

(it applies to all sources of funds).

2.2 Procurement. The Provider shall procure all materials, property, or services in accordance with the requirements of the Uniform Guidance and 2 CFR § 200.317 through 2 CFR § 200.327. The Provider's procurement outreach and documentation shall be governed by the price limits set forth in the Procurement Code, notwithstanding OMB Circular A-110. All procurement undertakings must make an effort to utilize Minority and Women Owned Business Enterprises. The Provider shall maintain an inventory of all equipment, furniture, and non-expendable personal property purchased with Local Recovery Funds.

2.3 Internal Controls. The City will evaluate the Provider to determine if there is a risk that the Provider will not comply with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate Subrecipient monitoring including the factors listed in 2 CFR § 200.331(b)(1-4). The Provider will operate according to a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents. Included in these policies and procedures will be written accounting procedures for approving and recording transactions and the control of cash receipts, disbursements, and cash balances. The Provider's financial policies and lines of authority shall be reviewed during monitoring visits defined in this Contract.

2.4 Monitoring. The City shall monitor the use of the Local Recovery Funds, including reviewing financial and programmatic reports provided by the Provider. The City shall follow-up and ensure that the Provider takes timely and appropriate action on all deficiencies pertaining to the federal award detected through audits, on-site reviews, and other means. The City shall issue a management decision for audit findings pertaining to the Local Recovery Funds provided to the Provider from the City as required by 2 CFR § 200.521, "Management decision." The Provider agrees to cooperate and provide all information necessary for the City to monitor the Provider periodically to ensure compliance with this Contract, compliance with federal regulations and laws, fiscal responsibility, adequate performance, and any other item of concern relating to the use of Local Recovery Funds and the provisions defined in this Contract, including by permitting the pass-through entity and auditors to have access to the Subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 CFR § 200.300, "Statutory and national policy requirements," 2 CFR § 200.309, "Modifications to period of performance," 2 CFR § 200.331, "Subrecipient and contractor determinations," and Subpart F, "Audit Requirements." The monitoring will take the form of at least one site visit of the Provider's place of business and/or construction site and other various requests for information. During the term of this Contract, the Provider shall be monitored periodically by the City, both programmatically and financially, to ensure that the program's goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria, are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance, and administrative issues relative to each program, and will identify areas where technical assistance and other support may be

needed. All on-site monitoring shall take place during normal business hours, upon advance written notice, on dates and at times as mutually agreed upon by the Provider and the City.

2.5 Documentation, Record-Keeping, and Other Requirements Specific to Expenditure Categories. The Provider shall maintain all records required by federal and state law that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

2.5.1 All additional reporting requirements specific to the categories as identified by Treasury attached as ***Exhibit G*** and incorporated by reference in this Contract;

2.5.2 Records providing a full description of each activity undertaken;

2.5.3 Records demonstrating that each activity undertaken meets one of the Expenditure Categories identified in the U.S. Department of Treasury Compliance and Reporting Guidance, Appendix 1: Expenditure Categories;

2.5.4 Records required to determine the eligibility of activities;

2.5.5 Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with Local Recovery Funds;

2.5.6 Financial records as required by 2 CFR Part 200 Performance and Financial Monitoring and Reporting, Sections 200.328, 329, and 331; and

2.5.7 Other records necessary to document compliance with 2 CFR Part 200 Performance and Financial Monitoring and Reporting, Sections 200.328, 329, and 331.

2.6 Records Retention. The Provider will retain all records pursuant to the City's record retention policy and federal requirements, whichever period is longer. Records must be retained longer if any litigation, claim, or audit is started before the expiration of the record retention period. Other extensions to the record retention period may apply as specified in 2 CFR § 200.333.

2.7 Client Data. The Provider shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, ethnicity, special needs, family size, elderly status, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

2.8 Disclosure. The Provider understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or the Provider's responsibilities with respect to services provided under this Contract, is prohibited by Arizona State law unless written consent is obtained from such

person receiving service and, in the case of a minor, that of a responsible parent or guardian.

2.9 Audits and Inspections. All of the Provider's records with respect to any matters covered by this Contract shall be made available to the City, grantor agency, their designees, or the Federal Government (including but not limited to Treasury, the Comptroller General of the United States, or any of their duly authorized representatives), unless otherwise protected by law, at any time during normal business hours, as often as the City or grantor agency deems necessary until all required records are turned over to the City of Flagstaff to audit, examine, and make excerpts or transcripts of all relevant data, provided. Any deficiencies noted in audit reports must be fully cleared by the Provider within thirty (30) days after receipt by the Provider. Failure of the Provider to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments. The Provider agrees to have an annual Provider financial audit conducted in accordance with current City policy and, as applicable, subject to the Single Audit act of 1984 and all relevant OMB guidance, including, 2 CFR § 200, Subpart F, "Audit requirements." The Provider will conduct an annual audit conducted in accordance with 2 CFR § 200, Subpart F, "Audit requirements," if the Provider expends more than seven-hundred fifty thousand dollars ($750,000) from federal awards, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156).

2.10 Monthly/Quarterly Reports to City. During the entire Contract period, the Provider shall prepare and provide the City monthly or quarterly reports by submitting the Performance Report attached as *Exhibit H* and incorporated by reference in this Contract. If the scope of the Project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the month in which the Project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the Project as deemed necessary by the City. Notwithstanding anything to the contrary, the Provider shall not be required to provide any of the Provider's confidential or proprietary information in reports provided to the City, including without limitation, any information regarding research collaborators, research plans, or any data, results, or other information resulting from the Provider's performance of research or any other activities relating thereto. The Provider agrees to submit other reports and records as may be required by the City from time to time, which are related to the implementation of the Project, adherence to the Contract, and adherence to federal, state, and local laws and regulations.

2.11 Close-Out Report. The Provider is responsible for the close out of the Local Recovery Funds. The Provider's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. The City will send the Provider written notification that a Close-Out Report is due when one of the following contractual

obligations have been met, and the Provider shall submit the Close-Out Report attached in that letter within sixty (60) days of receiving this notification:

2.11.1 The Recovery Funds have been expended and the Scope of Work has been completed;

2.11.2 The Contract period has expired; or

2.11.3 The Scope of Work has been completed.

2.12 Subrecipient Obligations. The Provider shall perform all obligations required of subrecipients under the rules governing Recovery Funds.

3. ACKNOWLEDGEMENT

The Provider shall acknowledge during the term of the Contract the contribution of the City of Flagstaff Recovery Funds toward the Project in all instances where the Project is advertised. All activities, facilities, and items utilized pursuant to this Contract shall be prominently labeled as receiving Local Recovery Funds. In addition, the Provider will include a reference to the support provided herein in all publications made possible with Local Recovery Funds made available under this Contract.

4. COMPLIANCE WITH ALL LAWS

4.1 The Provider shall comply with the Grant Provisions for the U.S Department of Treasury, American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds, attached as ***Exhibit I*** and incorporated by reference in this Contract.

4.2 The Provider shall carry out its responsibilities in compliance with the requirements of Executive Order 11063, as amended by Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the prohibitions against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (19 U.S.C. § 794).

4.3 The Provider shall comply, as applicable, with the requirements of the Davis-Bacon Act (40 U.S.C. § 276a-276a-5), as supplemented by Department of Labor regulations (29 CFR Part 5); and comply with Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. § 327-330), as supplemented by Department of Labor regulations (29 CFR Part 5).

4.4 The Provider shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations. (41 CFR chapter 60).

4.5 The Provider agrees to comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. § 874), as supplemented in Department of Labor regulations (29 CFR part 3).

4.6 The Provider agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368m Executive Order 11738), and Environmental Protection Contract regulations (40 CFR part 15).

4.7 The Provider agrees to comply with all applicable standards, orders, or regulations issued under Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification.

4.8 The Provider agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency.

4.9 The Provider agrees to comply, as applicable, with 2 CFR part 200, Uniform Administrative Requirements, Cost Principle, and Audit Requirement for Federal Awards.

5. CERTIFICATION OF COMPLETION

Upon satisfactory completion of the Close-Out Report and submission of all required documentation, the City shall provide the Provider with a letter that certifies completion. The certification is conclusive determination that the Provider has satisfactorily completed its contractual obligations. The City shall not unreasonably withhold such certification.

CITY OF FLAGSTAFF - REQUEST FOR PAYMENT
AMERICAN RESCUE PLAN ACT (ARPA)

CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF)

PROJECT NAME:	**PO #:**
	Date:
	Inv #:

I. IDENTIFICATION

1. Vendor Number:	**3. Project Number:**	**4. Request Number:**	**5. Amount Requested:**
2. Vendor Name:			**$0.00**

Fiscal Year - _____	$
Period Covered	
Fiscal Year - _____	$
Period Covered	

II. STATUS OF FUNDS

Expenditures

PO Line #	(1) Project #	(2) Activity Name	(3) Application Budget	(4) Previous Expenditures	(5) Current Requested Amount	(6) Balance
						0.00
						0.00
						0.00
		(7) TOTALS	**$0.00**	**$0.00**	**$0.00**	**$0.00**

III. CERTIFICATION

I (we) certify that this Request for Payment has been drawn in accordance with the terms and conditions of the Contract cited above.

Date:	Signature:	Title:
Date:	Signature:	Title:

FOR CITY USE ONLY

GRANTS AND CONTRACTS MANAGER:	PROJECT MANAGER:
☐ Requested Amount Approved — Amount Approved:	Approved: Yes ☐
☐ Requested Amount Decreased	No ☐
BY: STACEY BRECHLER-KNAGGS — DATE	BY: — DATE

CITY OF FLAGSTAFF

ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

PUBLIC HEALTH & NEGATIVE ECONOMIC IMPACT CATEGORIES 1.1 - 2.37

SUBRECIPIENT: _____

PROJECT TITLE: _____ **PROJECT NUMBER:** _____

REPORTING PERIOD: _____ **REPORT NUMBER:** _____

NATIONAL CENTER FOR EDUCATION STATISTICS (NCES) SCHOOL ID OR DISTRICT ID:

What population(s) does this project primarily serve? Please select up to three (3) impacted or disportortionately impacted communities below:

IMPACTED COMMUNITIES:

_____ Low- or moderate-income households or populations*

_____ Households that experienced unemployment

_____ Households that experienced increased food or housing insecurity

_____ Households that qualify for certain federal programs**

_____ For services to address lost instructional time in K-12 schools: any student that lost access to in-person instruction for a signifucant period of time

_____ Other households or populations that experienced a negative economic impact of the pandemic other than those listed above (please specify):

_____

_____

_____

DISPORPORTIONATELY IMPACTED COMMUNITIES:

_____ Low-income households and populations***

_____ Households and populations residing in Qualified Census Tracts

_____ Households that qualify for certain federal programs****

_____ Households receiving services provided by Tribal governments

_____ Households residing in the U.S. territories or receiving services from these governments

_____ For services to address educational disparities, Title I eligible schools*****

_____ Other households or populations that experienced a disporportionate negative economic impact of the pandemic other than those listed above (please specify):

_____

_____

PUBLIC HEALTH & NEGATIVE ECONOMIC IMPACT CATEGORIES 1.1 - 3.5
Please provide a brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced:
Please provide a brief description of how your project is related, reasonable, and proportional to a public health or negative economic impact of COVID-19:

* Low- or moderate-income households and communities are those with income at or below 300% of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS), or income at or below 65% of the Area Median Income for the county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).

** For Impacted households, these programs are Children's Health Insurance Program ("CHIP"); Childcare Subsidies through the Child Care and Development Fund ("CCDF") Program; Medicaid; National Housing Trust Fund ("HTF"), for affordable housing programs only; Home Investment Partnerships Program ("HOME"), for affordable housing programs only.

*** Low-income households and communities are those with income at or below 185% of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by HHS or income at or below 40% of Area Median Income for its county and size of household based on the most recently published data by HUD.

**** For Disporportionately Impacted households, these programs are Temporary Assistance for Needy Families ("TANF"), Supplemental Nutrition Assistance Program ("SNAP"), Free- and Reduced-Priced Lunch ("NSLP") and/or School Breakfast Programs ("SBP"), Medicare Part D Low-IncomeSubsidies, Supplemental Security Income ("SSI"), Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC"), Section 8 Vouchers, Low-Income Home Energy Assistance Program ("LIHEAP"), and Pell Grants.

***** For educational services and other efforts to address educational disparities, Treasury will recognize Title I eligible schools as disporportionately impacted and responsive services that support the school generally or support the whole school service as eligible. "Title I eligible schools" means schools eligible to receive services under section 1113 of Title I, Part A of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6313), including schools served under section 1113(b)(1)(C) of that Act.

CITY OF FLAGSTAFF

ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

EVIDENCE-BASED INTERVENTION REPORT

SUBRECIPIENT:

PROJECT TITLE: **PROJECT NUMBER:**

REPORTING PERIOD: **REPORT NUMBER:**

FUNDS ALLOCATED TO EVIDENCE-BASED INTERVENTIONS:

1. Please describe the obstacle(s) being addessed:

2. Please describe the goal(s) set for this project:

3. Please describe the method(s) used to reach the goal(s):

4. Please describe the outcome of the project so far:

CITY OF FLAGSTAFF
ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

DEMOGRAPHIC PROFILES REPORT

SUBRECIPIENT:

PROJECT TITLE: **PROJECT NUMBER:**

REPORTING PERIOD: **REPORT NUMBER:**

Client Name or Number	Address	Annual Income	AMI%	Race Code (see chart)	Hispanic Y/N	Disability Y/N	Elderly Y/N	Female HOH Y/N	Household Size	Service Provided

RACE CODES			
11	White/European	16	Indigenous + Black
12	Black/African American	17	Asian + White
13	Asian/Pacific Islander	18	Asian + Black
14	Indigenous/Alaska Native	19	Black + White
15	Indigenous + White	20	Other:

CITY OF FLAGSTAFF
ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

PERFORMANCE REPORT

CONTRACTOR/SUBRECIPIENT:		DUNS NUMBER:	
CONTACT NAME:		EMAIL ADDRESS:	
ADDRESS:		PHONE NUMBER:	
TOTAL AWARD AMOUNT:		EXPENDITURE CATEGORY:	
PROJECT TITLE:		PROJECT NUMBER:	
START DATE:		EXPIRATION DATE:	
BRIEF PROJECT SUMMARY:			

REPORTING PERIOD (MM/YY - MM/YY):

PERCENTAGE OF PROJECT COMPLETENESS:

SUMMARY OF THIS PERIOD'S PROGRESS:

SUMMARY OF ACTIVITIES PLANNED FOR NEXT PERIOD:

CERTIFIED BY:

SIGNATURE

DATE

NAME AND TITLE

LIST OF ATTACHMENTS, IF APPLICABLE:
(ie. Additional reports, photos, etc)

GRANT PROVISIONS

Sponsor:	**City of Flagstaff**
Funding Agency:	**U.S. Department of the Treasury**
Grant Project Title:	**American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds**
Grant Number:	**ARPA-LRF-6321**

FEDERAL - GRANT PROVISIONS

The Contractor and its Subcontractor shall comply with the following grant provisions;

Applicable Laws
Compliance with all applicable Federal, State, and Local laws and regulations.

Awards to debarred and suspended parties
The City will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, ``Debarment and Suspension."

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
(1) The Contractor will take all necessary affirmative steps to assure that minority firms,women's business enterprises, and labor surplus area firms are used when possible.
(2) Affirmative steps shall include:
(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity
Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

Clean Water and Air Act
Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Energy Policy and Conservation Act
Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Resource Conservation and Recovery Act
Compliance with the Resource Conservation and Recovery Act (RCRA) requires federal agencies to assess the impact that debris, debris removal, hazardous wastes, and hazardous waste clean-up projects will have on air and water quality and take actions to prevent degradation. RCRA gives EPA the authority to control hazardous waste from the "cradle-to-grave" to facilities that generate hazardous materials and sets forth a framework for the management of non-hazardous waste (42 USC, 6901).

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in Funding Agency Contracting Provisions for Construction Projects the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

CODE OF FEDERAL REGULATION (CFR) - Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of

mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

AMERICAN RESCUE PLAN ACT (ARPA) – CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF) GRANT PROVISIONS

Funds are received from the U.S. Department of Treasury, Coronavirus Local Fiscal Recovery Fund (CLFRF) respectively (referred to as "Coronavirus State and Local Fiscal Recovery Funds" or "SLFRF"), Assistance Listing, CFDA Number 21.027.

Recipients under the State and Local Fiscal Recovery Funds (SLFRF) program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "SLFRF statute") that receive a SLFRF award. Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient.

Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, and reporting requirements, as applicable.

All Subrecipients, Contractors and Subcontractors are required to comply with the statutory and regulatory requirements and the terms and conditions of the award.

Key Principles

There are several guiding principles for developing your own effective compliance regimes:
• Recipients and subrecipients are the first line of defense, and responsible for ensuring the SLFRF award funds are not used for ineligible purposes, and there is no fraud, waste, and abuse associated with their SLFRF award;
• Many SLFRF-funded projects respond to the COVID-19 public health emergency and meet urgent community needs. Swift and effective implementation is vital, and recipients must balance facilitating simple and rapid program access widely across the community and maintaining a robust documentation and compliance regime;
• SLFRF-funded projects should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government; and
• Transparency and public accountability for SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government, and SLFRF award funds should be managed consistent with Administration guidance per Memorandum M-21-20 and Memorandum M-20-21.

Statutory Eligible Uses

As a recipient of an SLFRF award, your organization has substantial discretion to use the award funds in the ways that best suit the needs of your constituents – as long as such use fits into one of the following four statutory categories:
1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;

3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

Treasury adopted an Interim Final Rule to implement these eligible use categories and other restrictions on the use of funds under the SLFRF program.[1] It is the recipient's responsibility to ensure all SLFRF award funds are used in compliance with these requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water, broadband, and sewer infrastructure projects. Recipients should ensure they maintain proper documentation supporting determinations of costs and applicable compliance requirements, and how they have been satisfied as part of their award management, internal controls, and subrecipient oversight and management.

Treasury's Rule

Treasury's Interim Final Rule details recipients' compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

Eligible and Restricted Uses of SLFRF Funds

As described in the SLFRF statute and summarized above, there are four enumerated eligible uses of SLFRF award funds. As a recipient of an award under the SLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of SLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the SLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project "responds to" a "negative economic impact" caused by the COVID-19 public health emergency;
- Definitions of "eligible employers", "essential work," "eligible workers", and "premium pay" for cases where premium pay is an eligible use;
- A definition of "general revenue" and a formula for calculating revenue lost due to the COVID-19 public health emergency;
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds; and
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

Treasury's Interim Final Rule also provides more information on four important restrictions on use of SLFRF award funds: recipients may not deposit SLFRF funds into a pension fund; recipients that are States or territories may not use SLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative interpretation; and, recipients may not use SLFRF funds as non-Federal match where prohibited. In addition, the Interim Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that recipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Interim Final Rule for more information on these restrictions.

Applicable Federal Policies

- Recipients, Subrecipients, Contractors and Subcontractors must follow the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the Terms and Conditions of the SLFRF assistance.
- American Rescue Plan Act (P.L. 117-2)
- U.S. Department of the Treasury
    - SLFRF Regulations (31 CFR 35)
    - Compliance and Reporting Guidance
    - Frequently Asked Questions
    - Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR 1000)
    - OMB "Uniform Guidance" 2 CFR 200, adopted by reference
    - Award Terms and Conditions
        - Assistance Listing Number 21.027 (Formerly CFDA Number)

SAM.gov Requirements

All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (https://www.sam.gov).

Contracts and Subawards to Debarred and Suspended Parties

Pursuant to Code of Federal Regulations 2 CFR Subpart C §200.213, grantees and subrecipients must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this agreement Subrecipient agrees to comply with all relevant codes including 2 CFR Subpart C, "Responsibilities of Participants Regarding Transactions". When entering into a covered transaction with another person at the next lower tier, Subrecipient must verify that the person with whom you intend to do business is not excluded or disqualified.

Civil Rights Compliance

Recipients and Subrecipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of

race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

Davis-Bacon Act Requirements (If Applicable)

Overview

Section 1606 of the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, 123 Stat. 115 (Feb. 17, 2009) (the "Recovery Act"), requires grant award recipients, subrecipients, contractors, and subcontractors to comply with the wage requirements of the Davis-Bacon Act (40 U.S.C. 3141 et seq.) and related acts, stating:

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Scope of the Davis-Bacon Act

The Davis-Bacon Act prevailing wage requirements apply to laborers and mechanics employed under contracts or subcontracts in excess of $2,000 for construction, alteration, or repair activities (including but not limited to painting and decorating) that are funded, in whole or in part, under BTOP grant awards. In general:

- Laborers and mechanics – Are workers whose duties are manual or physical in nature, including apprentices, trainees and helpers, but do not include workers whose duties are primarily managerial, administrative, executive, or clerical. See 29 C.F.R. § 5.2(m).
- The $2,000 threshold – Pertains to the amount of the prime construction contract, not to the amount of individual subcontracts. Accordingly, if the prime construction contract exceeds $2,000, all construction work on the project (including subcontracts) is covered by the Davis-Bacon Act. See 29 C.F.R. § 5.5(a)(6).
- Construction, alteration, or repair activities – Are those occurring at the "site of the work" that involve the alteration, remodeling, or installation of items fabricated off-site; painting and decorating; manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; and, in certain cases, transportation between the site of the work and other points. See 29 C.F.R. § 5.2(j).
- Site of the work – Is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or

work is constructed, provided that such site is established specifically for the performance of the contract or project, and includes job headquarters, tool yards, batch plants, borrow pits, etc., if they are dedicated exclusively, or nearly so, to performance of the contract or project, and are adjacent or virtually adjacent to the site of the work. The site of the work does not include permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continued operation are determined wholly without regard to a particular Federal or Federally-assisted contract or project. See 29 C.F.R. § 5.2(l).

- Application to Governmental Agencies – Governmental agencies, such as states or their political subdivisions, are not subject to the Davis-Bacon Act requirements when construction work is being performed by their own employees on a "force account" basis. See 29 C.F.R. § 5.2(h).

Davis-Bacon Act prevailing wage requirements are likely to apply to construction and related activities undertaken in connection with Infrastructure Round 1 and Comprehensive Community Infrastructure (CCI) Round 2 projects. In many cases, Davis-Bacon Act prevailing wage requirements will also apply to activities under BTOP grants for Sustainable Broadband Adoption (SBA) and Public Computer Centers (PCC), when construction and related activities (including minor renovation of facilities) can be segregated from the other work contemplated by the grant. See 29 C.F.R. § 4.116; F.A.R. § 22.402(b).

Davis-Bacon Act Requirements

Required contract provisions (appearing at 29 C.F.R. § 5.5) and the applicable wage determination(s) for the activities contemplated by a construction project must be included in any contract or subcontract to which the Davis-Bacon Act applies providing, among other items, that:

- Laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at least once a week;
- No paycheck deductions or rebates are permitted, except as permitted under Department of Labor (DOL) regulations (29 C.F.R. §§ 3.5-3.6); and
- Wage and fringe benefit rates must be no less than those contained in DOL wage determination for the labor classification for the work actually performed.

The recipient is responsible for ensuring that the required contract provisions appear in all contracts and subcontracts entered into by recipients, subrecipients, contractors, and subcontractors for construction, alteration and repair activities covered by the Davis-Bacon Act and related acts. Applicable wage determinations included in the contract must be verified by the recipient within 10 days of the contract date.

In cases where state wage rates (determined under state statutes often called “Mini-Davis-Bacon Acts”) are higher than the Federal wage rates, the state wage rates take precedence and should be included in contracts in lieu of the lower, Federal wage rates. In cases of construction projects on tribal lands, the recipient should contact its assigned Federal Program Officer (FPO) for guidance on the interplay among the Davis-Bacon Act, state Mini-Davis-Bacon acts and the Tribal Employment Rights Ordinance (TERO).

Contracts for amounts over $100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. § 5.5) providing, among other things,

that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week.

In addition, the DOL Davis-Bacon poster (WH–1321) must be prominently posted at the site of the work. Refer to: www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf.

Davis-Bacon Wage Rate Determinations

DOL conducts statewide surveys seeking payment data on wage and fringe benefit rates from construction contractors and other interested parties, such as labor unions. Wage determinations are issued by locality, typically on a county-by-county basis. Davis-Bacon Act wage determinations are published on DOL's Wage Determinations OnLine (WDOL) website accessible at: www.wdol.gov. The Davis-Bacon Act prevailing wages are determined by DOL based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area.

If DOL has not published a wage determination for work that is needed to complete a BTOP construction project, the recipient may seek a Conformance. The recipient must submit a Conformance request using Standard Form (SF) 1444. Please go to www.wdol.gov/library.aspx to obtain a copy of the form and instructions.

To complete the form, the recipient must describe the work to be done (identified with a classification that is used in the subject area in the construction industry) and propose a wage rate that bears a reasonable relationship to existing wage determinations. Typically, the rate must not be less than the wage determination for an unskilled laborer and, for a skilled craft, must be at least equal to the lowest wage determination for any other skilled craft.

Infrastructure and CCI recipients should submit the completed SF-1444 through Grants Online as an "Other Action Request." The SF-1444 will be routed to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

SBA and PCC recipients should submit completed SF-1444 Conformance requests through the Post-Award Monitoring (PAM) System. To do so, the recipient should create a report package of the type "POR: PAM Other Request." After filling out and attaching the Request Template, the recipient should attach the completed SF-1444 form using the "Add File" button. The SF1444 will be routed to the National Institute of Standards and Technology (NIST) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

Recordkeeping and Monitoring Obligations

Recipients, subrecipients, contractors, and subcontractors must prepare weekly certified payroll documentation using Form WH347 (available at: www.dol.gov/whd/forms/wh347.pdf), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. Subrecipients, contractors, and subcontractors must submit this information to the BTOP grant award recipient on a weekly basis within seven days of the regular payment date of the subrecipient's, contractor's or subcontractor's payroll period.

A recipient must review the weekly certified payroll documentation it receives from its subrecipients, contractors and subcontractors on an ongoing basis. See 29 C.F.R. §§ 3.3-3.4. If a subrecipient receives the original payroll documents, the subrecipient should review these documents and forward the original documents to the recipient on a weekly basis within the time period described above.

The recipient must maintain in its files the original Davis-Bacon Act payroll records it prepares for itself, as well as those prepared by subrecipients, contractors, and subcontractors. The recipient is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a request for such records. The payroll records must be maintained so as to be easily accessed by BTOP Grants Officers and by other duly authorized officials. The recipient must retain these records as provided in the Department of Commerce (DOC) Uniform Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. § 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

Enforcement and Penalties

Violation of the requirements of Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts is a serious offense. Compliance is subject to audit during OMB Circular A-133 audits (including program-specific audits) of BTOP grant recipients and subrecipients, as well as audits and investigations by the DOC Office of Inspector General, the Government Accountability Office (GAO), the DOL Wage and Hour Division, and other duly authorized officials. A violation of the Davis-Bacon Act wage requirements may lead NTIA to impose appropriate enforcement action in connection with a BTOP grant award, up to and including suspension or termination of the award. In addition, contracting parties are subject to payment of back wages, and suspension or debarment from future contracts for a period of up to three years. Monetary damages may also apply. Falsification of certified payroll records or the required kickback of wages may subject a violator to civil or criminal prosecution, the penalty for which may include fines and/or imprisonment.

ARPA Local Recovery Funds

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

United Way of Northern Arizona

Consideration and Approval of Contract Amendment

Allocations for Distribution:

- $300,000 Aid to Non-Profits: Food
- $150,000 Aid to Non-Profits: Other
- $250,000 Education Assistance: Early Learning
- $84,000 Administrative Fee

Total = $784,000

United Way of Northern Arizona

UWNA Granting History

Evaluating/distributing funding since 1967

Strong collaborator with the community and the City of Flagstaff

Results based process for strong return on investment (ROI)

Utilize user friendly online community impact management system

Community Volunteer driven decision process

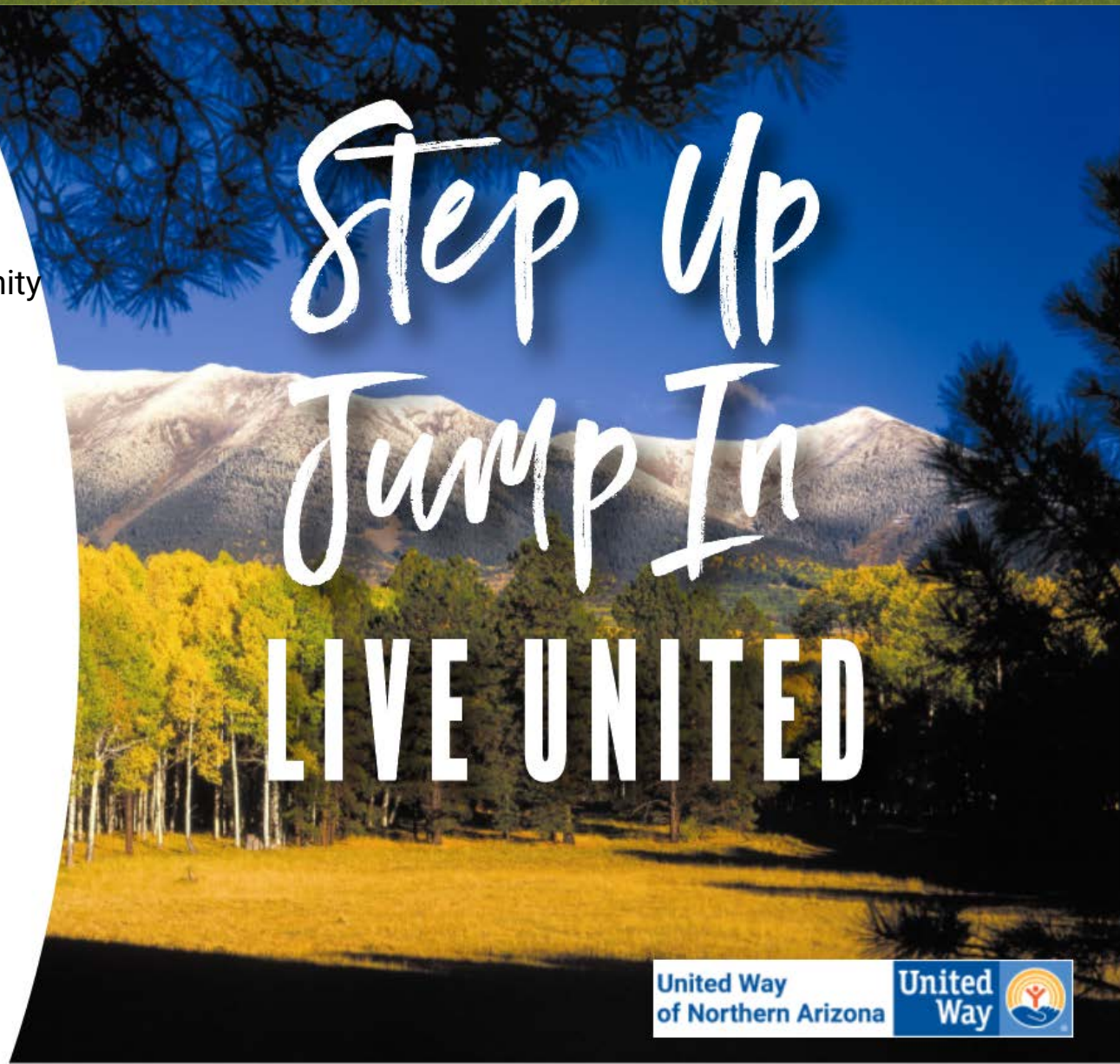
eIMPACT™ Community Impact Management

United Way of Northern Arizona

United Way of Northern Arizona

UWNA Application Process

- **Grant Announcement**
  - City of Flagstaff will announce the grant
- **Volunteer Evaluation Recruitment**
  - Local volunteers are recruited from among flagstaff community members, UWNA Board members and City employees.
- **Evaluation process**
  - Review applications
  - Conduct site visits (as needed)
  - Score application utilizing a rubric
    - Program design
    - Target population/Demographics
    - Budget
- **Funding Decision Process**
  - Rubric score used for initial funding recommendation
  - Volunteer round table for final funding recommendations
  - Proposed funding recommendations presented to City of Flagstaff
  - Award letters and contracts delivered to organization



12. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacey Brechler-Knaggs, Grants and Contracts Manager
Co-Submitter:	Morgan Mullaney, Grants Specialist
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration and Approval of Contract: First Amendment to the Service Provider Contract for Arts, Science, and Cultural Services with Flagstaff Arts Council d/b/a Creative Flagstaff in the total amount of $172,500.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Service Provider Contract with Flagstaff Arts Council d/b/a Creative Flagstaff for administration of $150,000 of the American Rescue Plan Act Coronavirus Local Recovery Federal and Non-Federal Funds with a 15% administrative fee for a payment of $22,500 for a total distribution to Creative Flagstaff of $172,500; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff seeks approval of the First Amendment to the Service Provider Contract with Flagstaff Arts Council d/b/a Creative Flagstaff (Creative Flagstaff), to act on behalf of the City of Flagstaff and administer the American Rescue Plan Act Coronavirus Local Fiscal Recovery Federal and Non-Federal Funds (Local Recovery Funds) to respond to the COVID-19 public health emergency or its negative economic impacts for City-wide local service agencies. Under the First Amendment, Creative Flagstaff will provide services, such as issuing Notice of Funding Announcements to eligible non-profits, evaluating proposals, awarding applicants, submitting required reporting, overseeing and monitoring awarded applicants.

Financial Impact:

The City has an active Service Provider Contract with Creative Flagstaff to administer City general funds to non-profit agencies. The compensation for that active Service Provider Contract ~~$38,392.81 (administrative fee)~~ $39,392.80 (Arts & Culture) with ~~$306,000~~ $360,000 (distribution to non-profits), and $54,000 (15% overhead) for a total of ~~$398,392.81~~ $453,392.81. This First Amendment provides Creative Flagstaff an additional $150,000 to distribute for Arts, Science, and Cultural Services with an $22,500 administrative fee for a total distribution of $172,500.

The First Amendment will provide Creative Flagstaff $150,000 in Local Recovery Funds to allocate as follows;

Negative Economic Impacts

- Aid to non-profits - Arts and Sciences, $150,000 (non-federal funds)

Administration

- Administration (compensation), $22,500

The funding for this amendment is allocated from the City's $13,252,816 ARPA allocation.

Policy Impact:

None

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

Safe and Healthy Community
- Support social services, community partners & housing opportunities

Has There Been Previous Council Decision on This:

On January 17, 2017, the City Council approved a Service Provider Contract with Creative Flagstaff to administer funds for Arts, Science, and Cultural Services. In April 2021, City Council received notice that the U.S. Department of Treasury would provide the City an allocation from the American Rescue Plan Act Coronavirus Local Recovery Federal Funds in the amount of $13,252,816. Staff met with the City council on September 7, 2021, and on October 12, 2021, to allocate the Local Recovery Funds to various categories, including some allocations that would generally fall under Arts, Science, and Cultural Services.

Options and Alternatives:

1. Approve the First Amendment to the Service Provider Contract and authorize Creative Flagstaff to administer $150,000 in Local Recovery Funds and receive an administrative fee of $22,500; or
2. Not approve the First Amendment and direct City Staff to administer the $150,000 in Local Recovery Funds internally. This is not recommended due to Staff capacity.

Background/History:

The City is a recipient of certain funds through the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), which authorizes the U.S. Department of the Treasury to make payments from the Coronavirus Local Fiscal Recovery Fund.

The distribution of Local Recovery Funds is guided by the Treasury Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 which allows the City to work with entities to administer the Local Recovery Funds.

Staff requests to enter into the First Amendment to the Service Provider Contract to delegate certain program administration and monitoring responsibilities to Creative Flagstaff for the distribution of $150,000 pursuant to the Uniform Guidance regarding the allocation of the Local Recovery Funds reserved to respond to the COVID-19 public health emergency or its negative economic impacts for City-wide local service agencies.

Key Considerations:

Utilizing Creative Flagstaff will assist the City to efficiently respond to the economic and public health impacts of COVID-19 and to assist and contain impacts on our community, residents, and businesses. The distribution of Local Recovery Funds ensures that local governments have the resources needed to fight the pandemic, sustain, and strengthen the economic recovery, maintain vital public services, and make investments that support long-term growth, opportunity, and equity.

Community Benefits and Considerations:

Creative Flagstaff will comply with all federal and City procurement requirements through open and competitive processes to determine eligible non-profits and eligible activities.

Attachments: Presentation
Creative Flagstaff First Amendment

ARPA Local Recovery Funds

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Consideration and Approval of Contract Amendment

Allocation for Distribution:

- $150,000 Aid to Non-Profits: Arts & Sciences
- $22,500 Administrative Fee

Total = $172,500

Creative Flagstaff

Importance of strengthened investment post-COVID

- Continue to emphasize arts, culture, and public experiences as part of recovery
- Stewarding $90 million economic impact of nonprofit arts and culture sector
- Ongoing COVID-related impacts as organizations
- Opportunity to consider projects focused on collaboration and recovery, fostering resiliency

Creative Flagstaff

20+ Year Partnership with City

- City's Arts, Culture, & Science Agency
  - Ongoing contract for agency and grantmaking services
  - Operate Coconino Center for the Arts
- Art & Science Fund
  - General Operating Support (GOS), Capacity & Innovation (Project), and Special Grant Programs
  - Since June 2021 44 grantees received 91 awards totaling $739,750
  - Currently in GOS cycle, expect 36 applications

FIRST AMENDMENT TO THE CONTRACT FOR PURCHASE OF MATERIALS/SERVICES FOR ARTS, SCIENCE, AND CULTURAL SERVICES

CITY OF FLAGSTAFF
and
FLAGSTAFF ARTS COUNCIL D/B/A CREATIVE FLAGSTAFF
Contract No. 2017-18

THIS FIRST AMENDMENT to the Contract dated July 1, 2017 ("First Amendment") is made between the City of Flagstaff ("City"), a municipal corporation with offices at 211 W. Aspen Avenue, Flagstaff, Coconino County, Arizona 86001, and Flagstaff Arts Council D/B/A Creative Flagstaff ("Provider"), a non-profit corporation with an office at 2300 N. Fort Valley Rd., Flagstaff, Coconino County, Arizona 86001, effective as of the date written below.

RECITALS

A. On July 1, 2017, the City entered into a Contract with Provider ("2017 Contract") wherein the City made available to Provider a sum of money to provide Arts, Science, and Cultural Programs to provide assistance to non-profits in response to the negative economic impacts of the pandemic; and

B. Throughout the term of the 2017 Contract, Provider has satisfactorily distributed the social service contributions that the City had made available; and

C. The City is a recipient of certain funds through the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), which authorizes the U.S. Department of the Treasury ("Treasury") to make payments from the Coronavirus Local Fiscal Recovery Fund ("Local Recovery Funds"); and

D. The distribution of Local Recovery Funds is guided by the Treasury Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 ("Uniform Guidance") which allows the City to work with entities to administer the Local Recovery Funds; and

E. The City wishes to delegate certain program administration and monitoring responsibilities to Provider for the pass-through distribution to other non-profit organizations of **one-hundred fifty thousand dollars ($150,000)** and to compensate Provider with a payment of **twenty-two thousand five-hundred dollars ($22,500)** for a total distribution to Provider of **one-hundred seventy-two thousand five-hundred dollars ($172,500)** pursuant to the Uniform Guidance regarding the allocation of the Local Recovery Funds reserved to respond to the COVID-19 public health emergency or its negative economic impacts for City-wide local service agencies.

For the reasons recited above, and in consideration of the mutual covenants contained in the 2017 Contract and First Amendment, the City and Provider agree as follows:

SECTION 1, SCOPE OF WORK, is amended to include the following language:

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

   1.1 Scope of Work for the 2017 Contract: **Arts, Science, and Cultural Services via a social service contribution from the City of Flagstaff** and as more specifically described in the Scope of Work attached hereto as *Exhibit A.*

   1.2 Scope of Work for the First Amendment: Provide services, such as issue Notice of Funding Announcements to eligible non-profits, evaluate proposals, award applicants, submit required reporting, oversee, and monitor awarded applicants **via a social service contribution from the City of Flagstaff from a portion of the Local Recovery Funds received by the City** and as more specifically described in the First Amendment to the Scope of Work attached hereto as *Exhibit D.*

SECTION 2, COMPENSATION, is amended to include the following language:

2. Compensation:

   2.1 Compensation for Services Performed Under the 2017 Contract: In consideration for the Provider's satisfactory performance of the Scope of Work identified in *Exhibit A*, City shall pay Provider **three hundred ninety-eight thousand three hundred ninety-two dollars and 81 cents ($398,392.81)**, as described in *Exhibit A.*

   2.2 Compensation for Services Performed Under the First Amendment: Provider shall be paid a fifteen percent (15%) administrative fee in the amount of **twenty-two thousand five hundred dollars ($22,500)** for satisfactory performance of the work on a reimbursement basis in accordance with federal law and the Compensation Schedule, as described in *Exhibit D.*

   2.3 Any price adjustment must be in writing and approved by the parties. The City Manager or his designee (the Purchasing Director) may approve an adjustment if the Contract price is less than $50,000; otherwise City Council approval is required.

SECTION 3, STANDARD TERMS AND CONDITIONS, is amended to include the following language:

3. Terms and Conditions:

   3.1 Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached to the 2017 Contract as *Exhibit B*, are hereby incorporated by reference and shall apply to performance of the 2017 Contract and First Amendment, except to the extent modified in *Exhibit A.*

3.2 Special Terms and Conditions: The City of Flagstaff Special Terms and Conditions, attached to the First Amendment as *Exhibit E*, are hereby incorporated by reference and shall apply to the performance of the 2017 Contract and First Amendment, except to the extent modified in *Exhibit A.*

SECTION 4, INSURANCE, is amended to include the following language:

Standard Insurance Requirements, *Exhibit C*:

3. Minimum Scope and Limits of Insurance.

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

SECTION 7, NOTICE, is amended to include the following language:

Any formal notice required under the First Amendment shall be in writing and sent by certified mail and email as follows:

City of Flagstaff

Stacey Brechler-Knaggs
Grants & Contracts Manager
211 W. Aspen Ave.
Flagstaff, AZ 86001
(928) 213-2227
sknaggs@flagstaffaz.gov

Copy to:

Patrick Brown, C.P.M., CPPB
Purchasing Director
211 W. Aspen Ave.
Flagstaff, AZ 86001
pbrown@flagstaffaz.gov

Flagstaff Arts Council D/B/A Creative Flagstaff

Jonathan Stone
Executive Director
P.O. Box 296
Flagstaff, AZ 86002
(928) 779-7019
stone@creativeflagstaff.org

SECTION 9, EXHIBITS, is added to include the following language:

Exhibit A to the 2017 Contract:	Scope of Work
Exhibit B to the 2017 Contract:	City of Flagstaff Standard Terms and Conditions
Exhibit C to the 2017 Contract:	City of Flagstaff Standard Insurance Requirements
Exhibit D to the First Amendment:	Amended Scope of Work/Fee Schedule
Exhibit E to the First Amendment:	City of Flagstaff Special Terms and Conditions
Exhibit F to the First Amendment:	Payment Request
Exhibit G to the First Amendment:	Performance Report
Exhibit H to the First Amendment:	Grant Provisions

Terms and conditions in the Contract as amended that are unchanged by this First Amendment will remain in full force and effect.

IN WITNESS WHEREOF, the parties acknowledge that they have read, understand, approve, and accept all of the provisions of this Contract and the attached Exhibits.

DATED this _____ day of _____, 20___.

City of Flagstaff	**Flagstaff Arts Council D/B/A Creative Flagstaff**
Greg Clifton, City Manager	Jonathan Stone, Executive Director
Attest:	Attest:
City Clerk	Corporate Secretary
Approved as to form:	
City Attorney	

Flagstaff Arts Council
City of Flagstaff – Arts, Science and Cultural Services RFP #2017-18
Addendum to the Arts Council's Proposal Dated 10/26/16

The following information covers services provided to the City of Flagstaff in the Arts Council's role as the Local Arts, Culture and Science Agency, serving the community. This work is separate and distinct from administration of the Art & Science Fund grant program. Without a service agreement with the City of Flagstaff, the Arts Council would like eliminate many of these programs and reduce others considerably.

Economic Impact Study
Categories: ALL Arts, Culture and Sciences

From the original proposal:
*In FY18 and again in FY23, the Arts Council will produce an **economic impact study** of the non-profit arts, culture and sciences sector in Flagstaff. The report will consider BBB-funded organizations and their economic activity, including the financial impact of their audiences when attending venues and events. The Arts Council will promote and distribute the report in Flagstaff through a comprehensive community-wide marketing campaign, with verbal reports and supporting documentation delivered to City Council.*

Addendum:

- Services provided by category: **all of this work falls equally in arts, culture, and science.**
  - Coordinate and collect data from 50+ non-profit arts, culture and science organizations
  - Conduct surveys of audiences (over 2,500 surveys) at over 150 events throughout a full year
  - Contract with Americans for the Arts for completion of survey and report
  - Raise additional funds to support marketing and data collection, full program costs
  - Six-month long marketing and community outreach campaign to communicate survey results with the community
- Deliverables
  - Full report from Americans for the Arts with complete findings
  - One page summary report
  - Four color brochure highlighting the study's findings and thanking partners, recognizing the City of Flagstaff's investment in arts, culture and science
  - Webpage on the Arts Council's website that highlights study findings
  - Oral presentation to City Council
  - Oral presentations to Coconino Board of Supervisors, Chamber of Commerce, ECoNA, and dozens of other local business and community groups

Non-Profit Planning, Coordination and Training
Categories: ALL Arts, Culture, Sciences

From the original proposal:
Non-profit Training Series. *The Arts Council has been developing curriculum for a Board member training program to support arts, culture and science non-profit organizations. Over the term of the*

agreement, the program will be expanded to cover other topics important for the sector and needed in Flagstaff.

Addendum:

- Services provided by category: **all of this work falls equally in arts, culture, and science.**
  - Twice annual Board member training program to provide professional development for volunteer Board members, both new and seasoned
  - Once annual grant writing workshop for volunteers and volunteer Board members
  - Additional workshops as appropriate on topics important to the industry, such as how to develop Board member orientation programs, non-profit accounting, information on new laws (overtime, minimum wage, etc.), and more
  - **NEW**: Host once annual Community Cultural Forum to bring together leaders in arts, culture and sciences to discuss the advancement of the sector, strategic planning, coordination of events and services, and more
  - **NEW**: Conduct community wide cultural planning
- Deliverables.
  - Workshops provided to the community
  - Annual Cultural Forum report
  - Community wide cultural plan
  - Report on services provided

First Friday ArtWalk

Categories: Primarily Art, with some Culture, Science

From the original proposal:

First Friday ArtWalk. Flagstaff's most popular monthly art event continues year-round under the coordination and promotion of the Arts Council. The promotional efforts of the Arts Council, which took over promotion of the event in 2008, have helped to build a major event that most downtown businesses report is their #1 sales day of the month consistently. It is a major component in terms of making Flagstaff a center for the arts, and to stimulate public and private support for cultural endeavors. Thousands of visitors flood downtown every first Friday. The Arts Council will produce the ArtWalk map for print, online and smartphone formats, and will also handle free programming on Heritage Square on ArtWalk nights from May through October.

Addendum:

- Services Provided by category.
  - Arts, Culture: Coordinate, collect and manage listings from all participating businesses and galleries downtown.
  - Arts, Culture: Design and publish a monthly printed and online guide to ArtWalk for patrons
  - Arts, Culture: Promote ArtWalk as a destination event to tourists and residents alike
  - Arts, Culture: Select and book artists for performances on Heritage Square; secure permit for usage of the facility
  - Sciences: While ArtWalk is naturally an 'arts' event, many science organizations also host events during ArtWalk to take advantage of the crowds. Historically, these have included Flagstaff Festival of Science, Mountain Sports, Colorado River Days (Sierra Club), Lowell Observatory, Coconino Astronomy Club, and several others.

- Deliverables.
    - Monthly printed ArtWalk map and guide, distributed throughout Flagstaff
    - Monthly online ArtWalk map and guide for smartphone usability
    - Seasonally, free outdoor performing arts programs on Heritage Square on First Fridays (5-6 events)

Flagstaff Festival of Science
Category: Sciences

Addendum:

- Services provided by category:
    - Science: Host annual SCI Talks event in partnership with the Flagstaff Festival of Science
    - Science: Produce an art exhibition at the Coconino Center for the Arts each year in the fall that promotes and educates the community about a science topic
    - Science: Produce lectures that cover the topic of the art/science exhibition
- Deliverables.
    - Art exhibition at CCA
    - Events at CCA

Youth Art Programs
Category: Arts

From the original proposal:
Youth Arts Programs. *Providing access for all of the Flagstaff's young people to experience the arts is a major component of the Arts Council's work. Programming planned for the service period includes but is not limited to:*

- *The Youth Art Exhibition is produced during National Youth Art Month every March, showcasing over 350 works of art by K-12 students from every area school.*
- *The Youth Lens High School Photography Contest & Exhibition is a partnership with Freeman Law and Nature Exposed Photography to give local high school students opportunities to explore photography and exhibit their work.*
- *In the summer and during Spring Break, the Arts Council produces FunTown Circus Camp for Kids, which teaches children performance skills and gives them the confidence to create and present themselves on stage.*

Addendum:

- Services Provided by category.
    - Arts: Coordinate with art teachers at all K-12 area schools for selection and delivery of artwork for the exhibition; install exhibition with 300+ works of student art
    - Arts, Culture: Organize and produce celebration reception with performances from K-12 students in music, dance, culture and theater
    - Arts: Produce annual Youth Lens High School Photography Contest and Exhibition; secure sponsors and location; jury and select artworks for exhibition; install exhibition
    - Arts, Culture: Produce FunTown Circus Camp during Spring Break and in the summer; provide scholarships for low income students; manage registration and payment
    - Sciences: n/a
- Deliverables.

- Month-long Youth Art Exhibition at Coconino Center for the Arts
- Youth Lens Exhibition at appropriate location
- Report on all other youth programming activity

Navajo Rug Auction
Category: Culture

Addendum:

- Services provided by category:
  - Culture: Produce and promote the Navajo Rug Auction once annually to educate the community about Navajo culture and provide opportunities for Navajo weavers to sell their weavings
  - Culture: Partner with Museum of Northern Arizona to host the event
- Deliverables.
  - Production of the event

Flagstaff365.com
Categories: ALL Arts, Culture and Sciences

From the original proposal:
Flagstaff365.com. The Arts Council will continue to work with the Convention & Visitors Bureau to strengthen the event promotion website and expand visitation. Flagstaff365 is an important tool for promoting arts, culture, and science events and increasing participation as well as public and private support.

Addendum:

- Services provided by category: **all of this work falls equally in arts, culture, and science.**
  - Host Flagstaff365.com and manage its content daily (categories include arts, music, science, history, family, screen, stage, community, nightlife and outdoors)
  - Review all incoming entries and edit for consistency and accuracy
  - Research and add additional events if not provided by outside promoter
  - Manage layout and content of the site to be attractive and user-friendly
  - Create and manage a promotional campaign to attract visitation to the site in order to achieve the ultimate goal of increasing awareness and attendance to arts, culture, and science events in Flagstaff
  - Coordinate with the Flagstaff CVB on the weekly production of Flagstaff Happenings email promotion
- Deliverables.
  - Flagstaff365.com and all content
  - Arts Council monthly email newsletter; Flagstaff Happenings weekly email promotion

The ArtBox Institute
Category: Arts

From the original proposal:

The ArtBox Institute. *In FY18, the Arts Council plans to launch the fourth ArtBox program, providing business training and professional development to artists, arts and science professionals, and creatives. The Institute is a workforce training program as well as a small business development program.*

Addendum:

- Services provided by category.
    - Arts: Provide a series of business training and professional development workshops and classes for artists and arts professionals
    - Arts: Select and recruit qualified instructors; organize schedule; reserve facilities for classes
    - Arts: Promote the program in the community
    - Arts: Provide staff to help guide students through the program, conduct registration, work with instructors, and oversee student projects
    - Culture: n/a
    - Science: n/a
- Deliverables.
    - Classes and workshops as described
    - Report on activities

The Viola Awards

Categories: ALL Arts, Culture and Sciences

From the original proposal:

Viola Awards. Flagstaff's most visible annual arts gala, the Viola Awards celebrates excellence in the arts and sciences by local artists, educators, professionals and organizations. While the event helps to raise some funds for the Arts Council, its primary purpose is to recognize the quality of work in Flagstaff, expand the role of the arts and sciences, and empower greater philanthropic support in the sector.

Addendum:

- Services provided (Please note: The Viola Awards have eight categories – five are solely for arts and culture, one is solely for science, and three others include arts, culture and science – so the event is a bit mixed in terms of a categorical breakdown.)
    - Production of a community-wide nomination call that encourages residents to nominate individuals and organizations for excellent work
    - Management and recruitment of nomination and winner selection panels
    - Conduct research and publish informational pages on every nominee annually
    - Host Gala event for up to 600 people, announcing the winners and celebrating the work of all nominees
    - Raise funds to support the event, nomination process and other programs
    - Promotion of the event, nominees and winners to strengthen Flagstaff as a destination and hub for arts and sciences
- Deliverables.
    - Website featuring nominees and their work
    - Awards given to each winner
    - Gala event with awards ceremony and performances

Programming at the Coconino Center for the Arts

From the original proposal:

Lastly, the Arts Council manages the Coconino Center for the Arts. One of the primary services of the space under this proposal is to provide a venue to artists and cultural organizations that otherwise don't have a facility to present their work to the public. The Center sees nearly 30,000 visitors per year, consisting mostly of local and area residents.

Art exhibitions at the Center are one of the most visible activities of the Arts Council. Local artists will be provided professional gallery space to show and sell their art, and the community attends opening receptions and special events to appreciate this work. Additionally, the Arts Council will actively seek artists of national and international prominence to show their art at the Center, providing an exchange of ideas for locals that provide new perspectives and insights. Six major exhibitions will be produced annually in the Main Gallery of the Center, with at least ten other smaller exhibitions each year in two small galleries.

*The Center also plays host to **concerts, performing arts events, lectures, festivals and workshops**. The annual **Flagstaff Folk Festival**, produced by Flagstaff Friends of Traditional Music, is hosted at the Center with stages also at the Pioneer Museum. The **Flagstaff Festival of Science** hosts their SCI Talks at the Center each year. The Arts Council has enlisted more **local artists to teach workshops** to the community, providing hands-on experiences for residents to participate in the arts. Countless other events and programs will be produced in the space over the course of the agreement with the City.*

Addendum:

- Services provided.
    - Arts, Culture: Management and production of a robust schedule of artistic and cultural events such as art exhibitions, music concerts, performing arts events, lectures and workshops
    - Science: Production of events and exhibitions that focus on the sciences and science education, such as *NightVisions*, an exhibition celebrating the beauty of the night sky, melding art with science, in partnership with the Flagstaff Dark Skies Coalition, scheduled for summer 2017, and *Hope and Trauma in a Poisoned Land*, an exhibition exploring uranium mining contamination on Navajo lands and its impact on the Navajo people, that will educate audiences about the complexities of the issue, scheduled for fall 2017
- Deliverables.
    - Six major and six minor art exhibitions each year
    - Over a dozen music concerts each year
    - Artistic workshops
    - Lectures, special events, festivals and fairs
    - In total, production of at least 50 events with over 250 days open to the public each year

Flagstaff Arts Council

Memorandum

To: Karl Eberhard, City of Flagstaff

From: John Tannous, Executive Director

Subject: Art & Science Fund Grant Program

As per your request, I'm providing additional information about the Arts Council's Presented Approach on Administration of Grants from our submitted proposal, dated October 26, 2016, in response to RFP # 2017-18 for Arts, Sciences and Cultural Services. You will find attached three documents that provide clarity on this work, including criteria for funding, eligibility requirements, timeline, values statements, policies and procedures and more. The documents are:

- Art & Science Fund Committee Policy
- Art & Science Fund General Operating Support (GOS) Grant Guidelines for FY17
- Art & Science Fund Project Support Grant Guidelines for FY17
- Art & Science Fund STEM Initiative Grant Guidelines for FY17 and FY18
- Service Agreement between Arts Council and Sub-grantees (template)

Please note that while two of these documents pertain to the current grant season, they provide the direction and focus of the Arts Council's work and deliverables to the City of Flagstaff. This should serve as a supplement to our RFP response.

Deliverables to the City of Flagstaff for Administration of Grants are:

1. Art & Science Fund Policy document, upon each Board-approved revision
2. Grant Guidelines (request for proposals) each year prior to release to the public
3. Proposed Service Agreement with subgrantees each year prior to execution
4. Criteria and rating format for scoring applications
5. Insurance certificate for each subgrantee and the Arts Council, showing City of

Flagstaff as additional insured

6. Written annual report on allocations and activities

7. Oral annual report to City Council on allocations and activities

8. Annual celebration reception for grant recipients with City officials and the public

9. Grant writing workshops for the community, at least twice annually

10. Produce and host user-friendly online grant application system for use by subgrantees and committee

11. Roster of Art & Science Fund Committee Members, annually

Flagstaff Arts Council

Art & Science Fund Committee

Policies and Procedures

Approved by the Board of Directors

Mission Statements

Flagstaff Arts Council

The mission of Flagstaff Arts Council is to enhance the spectrum and quality of cultural experiences available to residents of and visitors to our community.

Art & Science Fund Committee

The Mission of the Art & Science Fund Committee is to responsibly and effectively invest the City's resources to benefit residents and visitors through excellence in artistic, scientific, and cultural programming.

Introduction

This document outlines the policies and procedures of the Art & Science Fund Committee (Committee) administered by Flagstaff Arts Council (Council). Our purpose

in developing these guidelines is to structure the Art and Science Fund's management to fully celebrate arts, sciences and culture in our community.

Contents

These policies and procedures include:

Art & Science Fund Goals Page 2

Committee Values Page 3

Roles and Responsibilities of the Council Board, Pages 4-5

Staff and Committee

Committee Policies Page 6

Annual Calendar of Activities Page 7

Art & Science Fund Goals

The goals of the Art & Science Fund are:

- To enhance the quality of life for Flagstaff residents and visitors through community-based artistic, scientific, and cultural activities.
- To provide financial support through the distribution of the City's funds to nonprofit organizations committed to providing high quality artistic, scientific, and cultural programming in Flagstaff.
- To assist organizations in developing excellence in nonprofit organizational management, and in the programming of arts, science and cultural activities.
- To stimulate public and private support for and a sense of community among nonprofit organizations dedicated to artistic, cultural, and scientific achievement in Flagstaff.
- To increase opportunities for community-based experiences in arts, cultural and science endeavors.

• To support the development of new and emerging nonprofit organizations dedicated to artistic, scientific, and cultural achievement.

Flagstaff Arts Council – Art & Science Fund Committee Policy Page 3 of 8

Art & Science Fund Committee Values

The Council and Committee members adhere to the following values:

• Transparency – The granting process is open to examination by public and private partners and constituents. Meetings are open to the public.

• Fairness – The grant guidelines, standards and processes are applied with equality and neutrality towards each applicant every year.

• Clarity – The Council defines the grant guidelines, instructions and process explicitly.

• Excellence – The Council strives to follow the industry's best practices in the Fund's granting process.

• Accountability – The Council actively reports the management and financial records of the fund to the City and constituents.

Flagstaff Arts Council – Art & Science Fund Committee Policy Page 4 of 8

Roles and Responsibilities

The Council's Board of Directors, the Committee, and staff have distinct roles and responsibilities in managing the Art & Science Fund. These are indicated below.

Council Board of Directors

The Board's responsibilities for the Fund are to:

• review and authorize the Fund's policies, procedures and guidelines;

• approve nominations for the A&S Fund Committee;

• review and authorize recommendations for A&S Fund grants annually;

• maintain oversight to ensure that the A&S Fund is managed according to

policy; and

• provide oversight of the financial management of the A&S Fund.

Art & Science Fund Committee

The Art & Science Fund Committee (Committee) is composed of 7 to 10 members who are approved by the Council Board of Directors. Members may serve for a maximum of four consecutive one-year terms. Not more than three of these members shall be members of the Council Board of Directors. One member shall be the City of Flagstaff Art & Science Fund liaison, who is not subject to term limits. Remaining Committee members shall be community members-at-large. The Chairperson of the Committee must be a Council Board member, selected pursuant to the by-laws of the Council.

The committee members should represent Flagstaff's diverse arts, science and cultural interests and/or have other business, media, educational or other appropriate backgrounds; members may also represent the regional or statewide arts, science and cultural community.

The Committee's responsibilities are to:

• attend meetings as required for each fiscal grant period;

• attend an Art & Science Fund workshop;

• review and carefully evaluate all application materials;

• attend applicant presentations;

• attend the meeting to review and rank each application;

• recommend final funding allocations to the Council Board based on the full Committee's rankings of applications;

• attend grantee events when possible;

• participate in development of feedback for grant applicants; and,

• develop and review the Committee's policies, procedures and guidelines for the approval of the Council Board.

Chairperson of Art and Science Fund Committee

The additional duties of the Chairperson of the Art and Science Fund Committee are to:

• schedule and preside over all meetings of the Committee;

• report on the Committee's activities and recommendations to the Council Board;

• lead the recruitment process for new members of the Committee; and,

• participate in post-award meetings with applicants to review Committee feedback, if requested.

Flagstaff Arts Council Staff

The Council's Executive Director and staff manage the Art & Science Fund on a dayto-day basis. Their duties are to:

• serve as a point of contact for applicants;

• communicate feedback to A&S Fund applicants;

• review applications for completeness and pre-screen for eligibility per written guidelines;

• manage the day-to-day Fund activities under the Fund's guidelines and policies and under the guidance of the A&S Fund Committee and the Council Board of Directors;

• provide periodic reports to the Board of Directors on the status of Fund activities;

• distribute funds to grantees and maintain financial records of the Fund in accordance with generally accepted accounting standards;

• review and update guidelines and policies for Committee's review and approval;

• conduct all reporting and communication with the City of Flagstaff;

• publicize awards and recognize the roles of the Council and the City;

• publicize all key dates of the Fund's activities and process; and,

• encourage excellence and growth in the nonprofit arts, science and cultural community.

Art & Science Fund Committee Policies

1. Fairness Policy

In order to conduct a grant review process that provides an equal opportunity of success for applicants, the Council abides by a standard of fairness.

While understanding that the grant review process is, by definition, subjective, Council staff, Board and the Committee will give equal respect and consideration for grant awards to all applicants. No special consideration or status shall be granted to any applicant for any reason, during the review process or when considering eligibility. Further, success in previous years' grant applications through the Art & Science Fund does not ensure success or eligibility in future year grant application reviews - with exception to the allowance for Alternate Year Applications, in which an applicant's rating score may apply to one additional grant cycle.

It is the policy of the Council to award grants on the basis of merit and qualifications. Council staff, Board and Committee members do not discriminate against any applicant applying for grants through the Fund on the basis on race, color, religion, age, sexual orientation, national origin, gender or disability.

2. Standard of Conduct Policy

In order to respect the privacy of our applicants and provide a fair process for consideration of applications, the Council adheres to a code of conduct regarding confidentiality. Council representatives will not discuss applications or disclose applicant information outside of regular review proceedings with another party. Council Board, staff, and Committee agree that they will not discuss any application outside of the Art & Science Fund Committee proceedings. However, Council staff and the committee chair are authorized to communicate the Committee's feedback to applicants in a confidential manner.

3. Conflict of Interest Policy

All Council staff, Board members and Committee members will be asked to sign a conflict of interest statement once a year. As the statement indicates, staff or committee members with a Conflict of Interest in regards to any applicant within the Fund will be required to leave the meeting room during discussion of said applicant's grant.

4. Transparency Policy

The A&S Fund Committee achieves transparency in our relationships with the applicants and grantees by holding open meetings. Meetings where applications are evaluated and funding decisions are made will be open to the public. Reports are provided to the City of Flagstaff on the management and financial status of the Art & Science Fund each year.

Annual Calendar of Activities

Note: Dates are subject to change each year.

By January Recruit new Committee members

January Release and publicize guidelines and dates, new Committee members presented to Council Board for approval

February Host workshops for potential applicants

Late March Application deadline

Late March Staff reviews applications for eligibility and for missing documentation

Early April Staff copies materials for distribution to the Committee

April Committee meeting for orientation, to receive application materials and to determine eligibility (open to the public)

April – May Committee members review and evaluate the application packets (individually), and prepare preliminary rating

May or June Applicant interviews with Committee (open to the public)

May or June Committee ranking meeting – each application is discussed in a meeting. Each Committee member ranks each applicant on a final ranking form at the end of each discussion (open to the public)

May or June Ranking scores are calculated by staff for later funding consideration

June Committee meets to suggest fund allocation based upon ranking scores and formula (open to the public)

June Board meeting Committee presents funding recommendations to Council Board for consideration (open to the public)

July Committee meets to evaluate the funding process and celebrate the awards

July 1 Staff sends out award letters and grantee packets, offers application feedback to applicants and notifies the City about the awards

Mid July Staff publicizes awards

July-August Grantees submit final reports from previous fiscal year (if applicable), the signed contracts and proof of insurance

August Council hosts a community celebration and distributes initial payments

Fall Council submits a final report to the City

September Committee and staff prepare for upcoming grant cycle

October - December A&S Fund Committee and staff review policy/guidelines. They

recommend changes to the Board of Directors for approval no later than

December Board meeting.

For more information for the Flagstaff Arts Council guidelines and Instructions for General Operating Support Grants, please go to their website at http://flagartscouncil.org/wp-content/uploads/2014/02/AS-GOS-Guidelines1.pdf and view additional information.

EXHIBIT B
STANDARD TERMS AND CONDITIONS

IN GENERAL

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

2. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.

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

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

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

MATERIALS

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

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

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

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

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

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

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

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

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

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

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

PAYMENT

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

18. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

19. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

    Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

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

21. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.

22. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.

23. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.

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

SERVICES

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

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

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

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

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

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

31. **WARRANTY:** Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

32. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

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

34. **PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

35. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

36. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.

37. **INSURANCE:** Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.

38. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorney's fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

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

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

41. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.

42. **SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

43. **NO WAIVER:** Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

44. **ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

45. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

46. **SUBCONTRACTING:** Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

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

48. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.

49. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the

Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

50. **TERMINATION FOR DEFAULT:** Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

51. **CITY REMEDIES:** In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

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

53. **SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.

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

55. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.

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

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

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

58. **CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

59. **CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

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

61. **NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent Notice may be sent by email as a secondary form of notice.

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

63. **GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.

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

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

EXHIBIT C
INSURANCE

1. In General: Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.

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

3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

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

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$500,000
Disease - Each Employee	$500,000
Disease - Policy Limit	$500,000

   [OPTION: e. Professional Liability $2,000,000]

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. Contractor shall be solely responsible for any self-insured retention amounts. City at its option may require Contractor to secure

payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:

   a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.

   b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.

   c. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Contractor's insurance and shall not contribute to it.

   d. Each Insured. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

   e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

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

6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Buyer listed in the original Solicitation and shall reference the Contract Number:

   Attention: Damian Gallegos, Senior Procurement Specialist
   Contract No. 2017-18
   Purchasing Department
   City of Flagstaff,
   211 W. Aspen Avenue
   Flagstaff, Arizona 86001.

7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict

or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract number and project description shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

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

EXHIBIT D

FIRST AMENDMENT TO THE SCOPE OF WORK

Flagstaff Arts Council D/B/A Creative Flagstaff

Creative Flagstaff on behalf of the City of Flagstaff will administer the American Rescue Plan Act (ARPA), Coronavirus Local Fiscal Recovery Federal and Non-Federal Funds. Creative Flagstaff will provide services, such as issue Notice of Funding Announcements to eligible non-profits, evaluate proposals, award applicants, submit required reporting, oversee, and monitor awarded applicants.

Overview. This program intent is to respond to the economic and public health impacts of COVID-19 and to assist to contain impacts on our community, residents, and businesses. The Local Recovery Funds ensure that local governments have the resources needed to fight the pandemic, sustain, and strengthen the economic recovery, maintain vital public services, and make investments that support long-term growth, opportunity, and equity.

2: NEGATIVE ECONOMIC IMPACTS

Assistance to Nonprofits – Nonprofits have faced significant challenges due to the pandemic's increased demand for services and changing operational needs, as well as declines in revenue sources such as donations and fees. Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "nonprofit" – specifically that are 501(c)(3) or 501(c)(19) tax-exempt organizations.

2.10 – Aid to non-profits – Arts and Sciences, $150,000 (non-federal funds)

Eligible Use: Response to the negative economic impacts that were experienced by those impacted as a result of the pandemic.

Examples that could be considered:

- ✓ Decreased revenue (e.g., from donations and fees)
- ✓ Financial insecurity
- ✓ Increased costs (e.g., uncompensated increases in service need)
- ✓ Capacity to weather financial hardship
- ✓ Challenges covering payroll, rent or mortgage, and other operating costs
- ✓ Mitigate financial hardship
- ✓ Technical assistance or other services that mitigate negative economic impacts of the pandemic

7: ADMINISTRATION

7.1 – Administration - $22,500 (15%) (non-federal funds)

Eligible Use: Costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Both direct and indirect costs are eligible as long as they are accorded consistent treatment per 2 CFR 200.403.

Direct costs are those that are identified specifically as costs of implementing the program objectives, such as contract support, materials, and supplies for the project. Indirect costs are general overhead costs of an organization.

EXHIBIT E

CITY OF FLAGSTAFF
SPECIAL TERMS AND CONDITIONS

1. COMPENSATION ON A REIMBURSEMENT BASIS

1.1 Payment by the City to the Provider for services and other expenses related to the administration of the Local Recovery Funds will be provided on a reimbursement basis. Reimbursement may be requested as frequently as monthly, but not less than quarterly. Reimbursement will be paid in dollar amounts approved by the City for completed work.

1.2 A non-profit recipient of Local Recovery Funds can submit reimbursement requests to the Provider on a monthly, quarterly, or a one-time/final reimbursement request. The financial and performance reporting terms are to be coordinated with the Provider.

1.3 To request reimbursements, the Provider shall submit a Payment Request, attached as *Exhibit F* and incorporated by reference in the Contract. The Provider must submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of the Contract no more than forty-five (45) days after the end of the Contract. Requests for reimbursement received later than the forty-five (45) days after the Contract termination will not be paid. The final reimbursement request as submitted shall be marked FINAL All reports shall be submitted to the contact persons as described in the Notice Section of the Contract. Final payment invoices must be received no later than sixty (60) days after completion of the Scope of Work or Contract time-period, whichever comes first. No payments shall be made on invoices received after that date.

2. ADMINISTRATIVE REQUIREMENTS

2.1 Accounting. The Provider shall comply with the requirements and standards of Office of Management and Budget (OMB) and guidance in subparts A through F of 2 CFR part 200 and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Provider's financial management system shall include, at a minimum, accurate, current, and complete disclosures of expenditures of the Local Recovery Funds; records which adequately identify the source and application of Local Recovery Funds provided for financially assisted activities; effective control over and accountability for Local Recovery Funds, real and personal property, and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation. The Provider shall maintain Local Recovery Funds received under this Contract in separate ledger accounts and not mix funds with other sources; manage funds according to applicable federal regulations for administrative requirements, cost principles, and audits; and maintain adequate business systems to comply with federal requirements. The business systems that must be maintained are: Financial Managements, Procurement, Personnel, Property, and Travel. A system is adequate if it is written, followed consistently (it applies to similar items), and consistently applied

(it applies to all sources of funds).

2.2 Procurement. The Provider shall procure all materials, property, or services in accordance with the requirements of the Uniform Guidance and 2 CFR § 200.317 through 2 CFR § 200.327. The Provider's procurement outreach and documentation shall be governed by the price limits set forth in the Procurement Code, notwithstanding OMB Circular A-110. All procurement undertakings must make an effort to utilize Minority and Women Owned Business Enterprises. The Provider shall maintain an inventory of all equipment, furniture, and non-expendable personal property purchased with Local Recovery Funds.

2.3 Internal Controls. The City will evaluate the Provider to determine if there is a risk that the Provider will not comply with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate Subrecipient monitoring including the factors listed in 2 CFR § 200.331(b)(1-4). The Provider will operate according to a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents. Included in these policies and procedures will be written accounting procedures for approving and recording transactions and the control of cash receipts, disbursements, and cash balances. The Provider's financial policies and lines of authority shall be reviewed during monitoring visits defined in this Contract.

2.4 Monitoring. The City shall monitor the use of the Local Recovery Funds, including reviewing financial and programmatic reports provided by the Provider. The City shall follow-up and ensure that the Provider takes timely and appropriate action on all deficiencies pertaining to the federal award detected through audits, on-site reviews, and other means. The City shall issue a management decision for audit findings pertaining to the Local Recovery Funds provided to the Provider from the City as required by 2 CFR § 200.521, "Management decision." The Provider agrees to cooperate and provide all information necessary for the City to monitor the Provider periodically to ensure compliance with this Contract, compliance with federal regulations and laws, fiscal responsibility, adequate performance, and any other item of concern relating to the use of Local Recovery Funds and the provisions defined in this Contract, including by permitting the pass-through entity and auditors to have access to the Subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 CFR § 200.300, "Statutory and national policy requirements," 2 CFR § 200.309, "Modifications to period of performance," 2 CFR § 200.331, "Subrecipient and contractor determinations," and Subpart F, "Audit Requirements." The monitoring will take the form of at least one site visit of the Provider's place of business and/or construction site and other various requests for information. During the term of this Contract, the Provider shall be monitored periodically by the City, both programmatically and financially, to ensure that the program's goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria, are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance, and administrative issues relative to each program, and will identify areas where technical assistance and other support may be

needed. All on-site monitoring shall take place during normal business hours, upon advance written notice, on dates and at times as mutually agreed upon by the Provider and the City.

2.5 Documentation, Record-Keeping, and Other Requirements Specific to Expenditure Categories. The Provider shall maintain all records required by federal and state law that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

2.5.1 All additional reporting requirements specific to the categories as identified by Treasury attached as ***Exhibit G*** and incorporated by reference in this Contract;

2.5.2 Records providing a full description of each activity undertaken;

2.5.3 Records demonstrating that each activity undertaken meets one of the Expenditure Categories identified in the U.S. Department of Treasury Compliance and Reporting Guidance, Appendix 1: Expenditure Categories;

2.5.4 Records required to determine the eligibility of activities;

2.5.5 Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with Local Recovery Funds;

2.5.6 Financial records as required by 2 CFR Part 200 Performance and Financial Monitoring and Reporting, Sections 200.328, 329, and 331; and

2.5.7 Other records necessary to document compliance with 2 CFR Part 200 Performance and Financial Monitoring and Reporting, Sections 200.328, 329, and 331.

2.6 Records Retention. The Provider will retain all records pursuant to the City's record retention policy and federal requirements, whichever period is longer. Records must be retained longer if any litigation, claim, or audit is started before the expiration of the record retention period. Other extensions to the record retention period may apply as specified in 2 CFR § 200.333.

2.7 Client Data. The Provider shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, ethnicity, special needs, family size, elderly status, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

2.8 Disclosure. The Provider understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or the Provider's responsibilities with respect to services provided under this Contract, is prohibited by Arizona State law unless written consent is obtained from such

person receiving service and, in the case of a minor, that of a responsible parent or guardian.

2.9 Audits and Inspections. All of the Provider's records with respect to any matters covered by this Contract shall be made available to the City, grantor agency, their designees, or the Federal Government (including but not limited to Treasury, the Comptroller General of the United States, or any of their duly authorized representatives), unless otherwise protected by law, at any time during normal business hours, as often as the City or grantor agency deems necessary until all required records are turned over to the City of Flagstaff to audit, examine, and make excerpts or transcripts of all relevant data, provided. Any deficiencies noted in audit reports must be fully cleared by the Provider within thirty (30) days after receipt by the Provider. Failure of the Provider to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments. The Provider agrees to have an annual Provider financial audit conducted in accordance with current City policy and, as applicable, subject to the Single Audit act of 1984 and all relevant OMB guidance, including, 2 CFR § 200, Subpart F, "Audit requirements." The Provider will conduct an annual audit conducted in accordance with 2 CFR § 200, Subpart F, "Audit requirements," if the Provider expends more than seven-hundred fifty thousand dollars ($750,000) from federal awards, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156).

2.10 Monthly/Quarterly Reports to City. During the entire Contract period, the Provider shall prepare and provide the City monthly or quarterly reports by submitting the Performance Report, attached as ***Exhibit H*** and incorporated by reference in this Contract. However, the Provider need only provide a report if it has been received from the subgrantee within the reporting period. If the scope of the Project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the month in which the Project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the Project as deemed necessary by the City. Notwithstanding anything to the contrary, the Provider shall not be required to provide any of the Provider's confidential or proprietary information in reports provided to the City, including without limitation, any information regarding research collaborators, research plans, or any data, results, or other information resulting from the Provider's performance of research or any other activities relating thereto. The Provider agrees to submit other reports and records as may be required by the City from time to time, which are related to the implementation of the Project, adherence to the Contract, and adherence to federal, state, and local laws and regulations.

2.11 Close-Out Report. The Provider is responsible for the close out of the Local Recovery Funds. The Provider's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and

determining the custodianship of records. The City will send the Provider written notification that a Close-Out Report is due when one of the following contractual obligations have been met, and the Provider shall submit the Close-Out Report attached in that letter within sixty (60) days of receiving this notification:

2.11.1 The Recovery Funds have been expended and the Scope of Work has been completed;

2.11.2 The Contract period has expired; or

2.11.3 The Scope of Work has been completed.

2.12 Subrecipient Obligations. The Provider shall perform all obligations required of subrecipients under the rules governing Recovery Funds.

3. ACKNOWLEDGEMENT

The Provider shall acknowledge during the term of the Contract the contribution of the City of Flagstaff Recovery Funds toward the Project in all instances where the Project is advertised. All activities, facilities, and items utilized pursuant to this Contract shall be prominently labeled as receiving Local Recovery Funds. In addition, the Provider will include a reference to the support provided herein in all publications made possible with Local Recovery Funds made available under this Contract.

4. COMPLIANCE WITH ALL LAWS

4.1 The Provider shall comply with the Grant Provisions for the U.S Department of Treasury, American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds, attached as ***Exhibit I*** and incorporated by reference in this Contract.

4.2 The Provider shall carry out its responsibilities in compliance with the requirements of Executive Order 11063, as amended by Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the prohibitions against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (19 U.S.C. § 794).

4.3 The Provider shall comply, as applicable, with the requirements of the Davis-Bacon Act (40 U.S.C. § 276a-276a-5), as supplemented by Department of Labor regulations (29 CFR Part 5); and comply with Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. § 327-330), as supplemented by Department of Labor regulations (29 CFR Part 5).

4.4 The Provider shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations. (41 CFR chapter 60).

4.5 The Provider agrees to comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. § 874), as supplemented in Department of Labor regulations (29 CFR part 3).

4.6 The Provider agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368m Executive Order 11738), and Environmental Protection Contract regulations (40 CFR part 15).

4.7 The Provider agrees to comply with all applicable standards, orders, or regulations issued under Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification.

4.8 The Provider agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency.

4.9 The Provider agrees to comply, as applicable, with 2 CFR part 200, Uniform Administrative Requirements, Cost Principle, and Audit Requirement for Federal Awards.

5. CERTIFICATION OF COMPLETION

Upon satisfactory completion of the Close-Out Report and submission of all required documentation, the City shall provide the Provider with a letter that certifies completion. The certification is conclusive determination that the Provider has satisfactorily completed its contractual obligations. The City shall not unreasonably withhold such certification.

CITY OF FLAGSTAFF - REQUEST FOR PAYMENT
AMERICAN RESCUE PLAN ACT (ARPA)

CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF)

PROJECT NAME:	**PO #:**
	Date:
	Inv #:

I. IDENTIFICATION

1. Vendor Number:	**3. Project Number:**	**4. Request Number:**	**5. Amount Requested:**
2. Vendor Name:			**$0.00**

Fiscal Year - _____	$
Period Covered	
Fiscal Year - _____	$
Period Covered	

II. STATUS OF FUNDS

Expenditures

PO Line #	(1) Project #	(2) Activity Name	(3) Application Budget	(4) Previous Expenditures	(5) Current Requested Amount	(6) Balance
						0.00
						0.00
						0.00
		(7) TOTALS	**$0.00**	**$0.00**	**$0.00**	**$0.00**

III. CERTIFICATION

I (we) certify that this Request for Payment has been drawn in accordance with the terms and conditions of the Contract cited above.

Date:	Signature:	Title:
Date:	Signature:	Title:

FOR CITY USE ONLY

GRANTS AND CONTRACTS MANAGER:	PROJECT MANAGER:
☐ Requested Amount Approved — Amount Approved:	Approved: Yes ☐
☐ Requested Amount Decreased	No ☐
BY: STACEY BRECHLER-KNAGGS — DATE	BY: — DATE

CITY OF FLAGSTAFF
ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

PERFORMANCE REPORT

CONTRACTOR/SUBRECIPIENT:		DUNS NUMBER:	
CONTACT NAME:		EMAIL ADDRESS:	
ADDRESS:		PHONE NUMBER:	
TOTAL AWARD AMOUNT:		EXPENDITURE CATEGORY:	
PROJECT TITLE:		PROJECT NUMBER:	
START DATE:		EXPIRATION DATE:	
BRIEF PROJECT SUMMARY:			

REPORTING PERIOD (MM/YY - MM/YY):

PERCENTAGE OF PROJECT COMPLETENESS:

SUMMARY OF THIS PERIOD'S PROGRESS:

SUMMARY OF ACTIVITIES PLANNED FOR NEXT PERIOD:

CERTIFIED BY:

SIGNATURE

DATE

NAME AND TITLE

LIST OF ATTACHMENTS, IF APPLICABLE:
(ie. Additional reports, photos, etc)

GRANT PROVISIONS

Sponsor:	**City of Flagstaff**
Funding Agency:	**U.S. Department of the Treasury**
Grant Project Title:	**American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds**
Grant Number:	**ARPA-LRF-6321**

FEDERAL - GRANT PROVISIONS

The Contractor and its Subcontractor shall comply with the following grant provisions;

Applicable Laws
Compliance with all applicable Federal, State, and Local laws and regulations.

Awards to debarred and suspended parties
The City will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, ``Debarment and Suspension."

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
(1) The Contractor will take all necessary affirmative steps to assure that minority firms,women's business enterprises, and labor surplus area firms are used when possible.
(2) Affirmative steps shall include:
(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity
Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

Clean Water and Air Act
Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Energy Policy and Conservation Act
Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Resource Conservation and Recovery Act
Compliance with the Resource Conservation and Recovery Act (RCRA) requires federal agencies to assess the impact that debris, debris removal, hazardous wastes, and hazardous waste clean-up projects will have on air and water quality and take actions to prevent degradation. RCRA gives EPA the authority to control hazardous waste from the "cradle-to-grave" to facilities that generate hazardous materials and sets forth a framework for the management of non-hazardous waste (42 USC, 6901).

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in Funding Agency Contracting Provisions for Construction Projects the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

CODE OF FEDERAL REGULATION (CFR) - Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of

mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

AMERICAN RESCUE PLAN ACT (ARPA) – CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF) GRANT PROVISIONS

Funds are received from the U.S. Department of Treasury, Coronavirus Local Fiscal Recovery Fund (CLFRF) respectively (referred to as "Coronavirus State and Local Fiscal Recovery Funds" or "SLFRF"), Assistance Listing, CFDA Number 21.027.

Recipients under the State and Local Fiscal Recovery Funds (SLFRF) program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "SLFRF statute") that receive a SLFRF award. Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient.

Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, and reporting requirements, as applicable.

All Subrecipients, Contractors and Subcontractors are required to comply with the statutory and regulatory requirements and the terms and conditions of the award.

Key Principles

There are several guiding principles for developing your own effective compliance regimes:
• Recipients and subrecipients are the first line of defense, and responsible for ensuring the SLFRF award funds are not used for ineligible purposes, and there is no fraud, waste, and abuse associated with their SLFRF award;
• Many SLFRF-funded projects respond to the COVID-19 public health emergency and meet urgent community needs. Swift and effective implementation is vital, and recipients must balance facilitating simple and rapid program access widely across the community and maintaining a robust documentation and compliance regime;
• SLFRF-funded projects should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government; and
• Transparency and public accountability for SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government, and SLFRF award funds should be managed consistent with Administration guidance per Memorandum M-21-20 and Memorandum M-20-21.

Statutory Eligible Uses

As a recipient of an SLFRF award, your organization has substantial discretion to use the award funds in the ways that best suit the needs of your constituents – as long as such use fits into one of the following four statutory categories:
1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;

3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

Treasury adopted an Interim Final Rule to implement these eligible use categories and other restrictions on the use of funds under the SLFRF program.[1] It is the recipient's responsibility to ensure all SLFRF award funds are used in compliance with these requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water, broadband, and sewer infrastructure projects. Recipients should ensure they maintain proper documentation supporting determinations of costs and applicable compliance requirements, and how they have been satisfied as part of their award management, internal controls, and subrecipient oversight and management.

Treasury's Rule

Treasury's Interim Final Rule details recipients' compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

Eligible and Restricted Uses of SLFRF Funds

As described in the SLFRF statute and summarized above, there are four enumerated eligible uses of SLFRF award funds. As a recipient of an award under the SLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of SLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the SLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project "responds to" a "negative economic impact" caused by the COVID-19 public health emergency;
- Definitions of "eligible employers", "essential work," "eligible workers", and "premium pay" for cases where premium pay is an eligible use;
- A definition of "general revenue" and a formula for calculating revenue lost due to the COVID-19 public health emergency;
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds; and
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

Treasury's Interim Final Rule also provides more information on four important restrictions on use of SLFRF award funds: recipients may not deposit SLFRF funds into a pension fund; recipients that are States or territories may not use SLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative interpretation; and, recipients may not use SLFRF funds as non-Federal match where prohibited. In addition, the Interim Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that recipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Interim Final Rule for more information on these restrictions.

Applicable Federal Policies

- Recipients, Subrecipients, Contractors and Subcontractors must follow the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the Terms and Conditions of the SLFRF assistance.
- American Rescue Plan Act (P.L. 117-2)
- U.S. Department of the Treasury
    - SLFRF Regulations (31 CFR 35)
    - Compliance and Reporting Guidance
    - Frequently Asked Questions
    - Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR 1000)
    - OMB "Uniform Guidance" 2 CFR 200, adopted by reference
    - Award Terms and Conditions
        - Assistance Listing Number 21.027 (Formerly CFDA Number)

SAM.gov Requirements

All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (https://www.sam.gov).

Contracts and Subawards to Debarred and Suspended Parties

Pursuant to Code of Federal Regulations 2 CFR Subpart C §200.213, grantees and subrecipients must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this agreement Subrecipient agrees to comply with all relevant codes including 2 CFR Subpart C, "Responsibilities of Participants Regarding Transactions". When entering into a covered transaction with another person at the next lower tier, Subrecipient must verify that the person with whom you intend to do business is not excluded or disqualified.

Civil Rights Compliance

Recipients and Subrecipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of

race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

Davis-Bacon Act Requirements (If Applicable)

Overview

Section 1606 of the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, 123 Stat. 115 (Feb. 17, 2009) (the "Recovery Act"), requires grant award recipients, subrecipients, contractors, and subcontractors to comply with the wage requirements of the Davis-Bacon Act (40 U.S.C. 3141 et seq.) and related acts, stating:

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Scope of the Davis-Bacon Act

The Davis-Bacon Act prevailing wage requirements apply to laborers and mechanics employed under contracts or subcontracts in excess of $2,000 for construction, alteration, or repair activities (including but not limited to painting and decorating) that are funded, in whole or in part, under BTOP grant awards. In general:

- Laborers and mechanics – Are workers whose duties are manual or physical in nature, including apprentices, trainees and helpers, but do not include workers whose duties are primarily managerial, administrative, executive, or clerical. See 29 C.F.R. § 5.2(m).
- The $2,000 threshold – Pertains to the amount of the prime construction contract, not to the amount of individual subcontracts. Accordingly, if the prime construction contract exceeds $2,000, all construction work on the project (including subcontracts) is covered by the Davis-Bacon Act. See 29 C.F.R. § 5.5(a)(6).
- Construction, alteration, or repair activities – Are those occurring at the "site of the work" that involve the alteration, remodeling, or installation of items fabricated off-site; painting and decorating; manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; and, in certain cases, transportation between the site of the work and other points. See 29 C.F.R. § 5.2(j).
- Site of the work – Is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or

work is constructed, provided that such site is established specifically for the performance of the contract or project, and includes job headquarters, tool yards, batch plants, borrow pits, etc., if they are dedicated exclusively, or nearly so, to performance of the contract or project, and are adjacent or virtually adjacent to the site of the work. The site of the work does not include permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continued operation are determined wholly without regard to a particular Federal or Federally-assisted contract or project. See 29 C.F.R. § 5.2(l).

- Application to Governmental Agencies – Governmental agencies, such as states or their political subdivisions, are not subject to the Davis-Bacon Act requirements when construction work is being performed by their own employees on a "force account" basis. See 29 C.F.R. § 5.2(h).

Davis-Bacon Act prevailing wage requirements are likely to apply to construction and related activities undertaken in connection with Infrastructure Round 1 and Comprehensive Community Infrastructure (CCI) Round 2 projects. In many cases, Davis-Bacon Act prevailing wage requirements will also apply to activities under BTOP grants for Sustainable Broadband Adoption (SBA) and Public Computer Centers (PCC), when construction and related activities (including minor renovation of facilities) can be segregated from the other work contemplated by the grant. See 29 C.F.R. § 4.116; F.A.R. § 22.402(b).

Davis-Bacon Act Requirements

Required contract provisions (appearing at 29 C.F.R. § 5.5) and the applicable wage determination(s) for the activities contemplated by a construction project must be included in any contract or subcontract to which the Davis-Bacon Act applies providing, among other items, that:

- Laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at least once a week;
- No paycheck deductions or rebates are permitted, except as permitted under Department of Labor (DOL) regulations (29 C.F.R. §§ 3.5-3.6); and
- Wage and fringe benefit rates must be no less than those contained in DOL wage determination for the labor classification for the work actually performed.

The recipient is responsible for ensuring that the required contract provisions appear in all contracts and subcontracts entered into by recipients, subrecipients, contractors, and subcontractors for construction, alteration and repair activities covered by the Davis-Bacon Act and related acts. Applicable wage determinations included in the contract must be verified by the recipient within 10 days of the contract date.

In cases where state wage rates (determined under state statutes often called “Mini-Davis-Bacon Acts”) are higher than the Federal wage rates, the state wage rates take precedence and should be included in contracts in lieu of the lower, Federal wage rates. In cases of construction projects on tribal lands, the recipient should contact its assigned Federal Program Officer (FPO) for guidance on the interplay among the Davis-Bacon Act, state Mini-Davis-Bacon acts and the Tribal Employment Rights Ordinance (TERO).

Contracts for amounts over $100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. § 5.5) providing, among other things,

that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week.

In addition, the DOL Davis-Bacon poster (WH–1321) must be prominently posted at the site of the work. Refer to: www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf.

Davis-Bacon Wage Rate Determinations

DOL conducts statewide surveys seeking payment data on wage and fringe benefit rates from construction contractors and other interested parties, such as labor unions. Wage determinations are issued by locality, typically on a county-by-county basis. Davis-Bacon Act wage determinations are published on DOL's Wage Determinations OnLine (WDOL) website accessible at: www.wdol.gov. The Davis-Bacon Act prevailing wages are determined by DOL based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area.

If DOL has not published a wage determination for work that is needed to complete a BTOP construction project, the recipient may seek a Conformance. The recipient must submit a Conformance request using Standard Form (SF) 1444. Please go to www.wdol.gov/library.aspx to obtain a copy of the form and instructions.

To complete the form, the recipient must describe the work to be done (identified with a classification that is used in the subject area in the construction industry) and propose a wage rate that bears a reasonable relationship to existing wage determinations. Typically, the rate must not be less than the wage determination for an unskilled laborer and, for a skilled craft, must be at least equal to the lowest wage determination for any other skilled craft.

Infrastructure and CCI recipients should submit the completed SF-1444 through Grants Online as an "Other Action Request." The SF-1444 will be routed to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

SBA and PCC recipients should submit completed SF-1444 Conformance requests through the Post-Award Monitoring (PAM) System. To do so, the recipient should create a report package of the type "POR: PAM Other Request." After filling out and attaching the Request Template, the recipient should attach the completed SF-1444 form using the "Add File" button. The SF1444 will be routed to the National Institute of Standards and Technology (NIST) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

Recordkeeping and Monitoring Obligations

Recipients, subrecipients, contractors, and subcontractors must prepare weekly certified payroll documentation using Form WH347 (available at: www.dol.gov/whd/forms/wh347.pdf), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. Subrecipients, contractors, and subcontractors must submit this information to the BTOP grant award recipient on a weekly basis within seven days of the regular payment date of the subrecipient's, contractor's or subcontractor's payroll period.

A recipient must review the weekly certified payroll documentation it receives from its subrecipients, contractors and subcontractors on an ongoing basis. See 29 C.F.R. §§ 3.3-3.4. If a subrecipient receives the original payroll documents, the subrecipient should review these documents and forward the original documents to the recipient on a weekly basis within the time period described above.

The recipient must maintain in its files the original Davis-Bacon Act payroll records it prepares for itself, as well as those prepared by subrecipients, contractors, and subcontractors. The recipient is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a request for such records. The payroll records must be maintained so as to be easily accessed by BTOP Grants Officers and by other duly authorized officials. The recipient must retain these records as provided in the Department of Commerce (DOC) Uniform Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. § 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

Enforcement and Penalties

Violation of the requirements of Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts is a serious offense. Compliance is subject to audit during OMB Circular A-133 audits (including program-specific audits) of BTOP grant recipients and subrecipients, as well as audits and investigations by the DOC Office of Inspector General, the Government Accountability Office (GAO), the DOL Wage and Hour Division, and other duly authorized officials. A violation of the Davis-Bacon Act wage requirements may lead NTIA to impose appropriate enforcement action in connection with a BTOP grant award, up to and including suspension or termination of the award. In addition, contracting parties are subject to payment of back wages, and suspension or debarment from future contracts for a period of up to three years. Monetary damages may also apply. Falsification of certified payroll records or the required kickback of wages may subject a violator to civil or criminal prosecution, the penalty for which may include fines and/or imprisonment.

12. G.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Christine Cameron, Project Manager III
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration and Approval of Ratifying Contract: Ratify and Approve the Construction Contract with Tiffany Construction Co. for the Spruce Wash - Cedar Avenue to Dortha Avenue Channel and Inlet Improvements in the amount of $2,554,520.13.

STAFF RECOMMENDED ACTION:

1. Ratify and approve the Construction Contract with Tiffany Construction Co. in the amount of $2,554,520.13, and allow a contract time of 116 calendar days; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Cedar Avenue to Dortha Avenue Channel and Inlet Improvements Project (Project) is a response to the 2019 Museum Fire and subsequent flooding in 2021. Excessive flooding impacted the Paradise/Grandview and Sunnyside neighborhoods during monsoons from runoff from the burn scar. This Project was identified by the cooperative City and County Flood Control District response team as one of the first efforts to improve conveyance through the neighborhood and reduce the risk to life safety and structure damage. Due to risk and impending monsoon season, Tiffany Construction Co. was contracted under an emergency procurement per City of Flagstaff Procurement Code, Article 19. Staff is recommending that Council ratify and adopt the executed contract.

Financial Impact:

The project will be funded by account 206-08-385-3479-0-4442.

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

Safe and Healthy Community - Foster a safe, secure, and healthy community.
Sustainable, Innovative Infrastructure - Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Carbon Neutrality Plan

Community Resilience - Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.

Regional Plan

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental
protections, and rainwater harvesting.

Has There Been Previous Council Decision on This:

July 15, 2021: City Council declared an emergency for the Spruce Wash flooding as part of efforts to obtain relief funding.

December 7, 2021: City Council adopted Ordinance No. 2021-24 authorizing the acquisition of drainage easements, temporary construction easements, and any other necessary property rights for drainage and flood control improvement to the Spruce Avenue Wash.

Options and Alternatives:

1. Ratify and Approve the Construction Contract award as recommended. Approval will allow work to continue on the drainage improvements; or
2. Reject approval of the contract award. This action would delay the Project.

Background/History:

The Spruce Avenue Wash is located in the Sunnyside neighborhood in central Flagstaff and serves as the primary drainage for the watershed located to the north in the Dry Lake/Elden Hills. In 2019, the Museum Fire burned a portion of the Coconino National Forest and left a burn scar north of the neighborhood. After the fire in 2019, Coconino County and the City established a flood response team, began mapping the modified watershed, and crews installed barricades and sandbags for protective measures along Paradise Road, Grandview Drive, and the greater Sunnyside neighborhood to the south.

After several dry monsoon seasons, in 2021 Flagstaff experienced a heavy monsoon which sent a large amount of runoff through the neighborhood and caused unprecedented flooding and property damage. The flood response team was then able to see the impacts of the modified watershed and began planning and designing improvements for the channel to increase the capacity.

One of the first projects slated for construction is the section of the Spruce Avenue Wash open channel from Cedar Avenue to Dortha Avenue; this project also includes the inlet and undercrossing of Dortha. The improvements will include adding a shotcrete lined channel from Cedar to Dortha and an upsized culvert under Dortha Avenue.

Purchasing Director has reviewed the project urgency and has authorized and approved an Emergency Procurement.

Key Considerations:

Upon recommendation from staff and concurrence with City Procurement and Legal counsel, the City Manager executed the Construction Contract with Tiffany Construction Co. so that work could begin on March 21, 2022. This Construction Contract was executed under an emergency procurement per the City's Procurement Code Article 19. Due to the impending monsoon season and the damage that was witnessed during monsoons 2021, this Project has been expedited to provide increased capacity for the Spruce Wash drainage conveyance and reduce the risk of flooding.

Expanded Financial Considerations:

The Project will be funded by account 206-08-385-3479-0-4442.

Community Benefits and Considerations:

This Project will provide channel stabilization from Cedar Avenue to Dortha Avenue and increased drainage capacity of the Dortha inlet and storm drain under Dortha. Although fully predicting rain events and subsequent stormwater flows is not possible, these improvements are intended to help reduce adjacent flooding impacts. This Project is one of the first steps in permanently mitigating how the overall neighborhood storm drainage has been altered due to the Museum Fire.

Community Involvement:

During 2019, there was extensive flood mitigation effort conducted with the County and the City, which included placement of sandbags, barriers, and closure of a vulnerable road crossing. During flooding in 2021, the City and County formed an emergency response team and clean up effort to fortify mitigations, remove debris and sediment, and track and model flows altered by the burn scar. There have been numerous public meetings, development of a website and monthly public City Council presentations.

Expanded Options and Alternatives:

1. Approve the Construction Contract award as recommended. Approval will allow work to continue on the drainage improvements; or,
2. Reject approval of the Construction Contract award. This action would delay the Project.

Attachments:

Construction Contract
Contract Exhibit A - Plans
Contract Exhibit A - Plans
Contract Exhibit B - MAG Revisions
Contract Exhibit C - Proposal
Cedar to Dortha context map
Cedar to Dortha vicinity map

CONSTRUCTION CONTRACT #2022-114

City of Flagstaff, Arizona
and
Tiffany Construction Company

This Construction Contract ("Contract") 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 ("Owner") Tiffany Construction Company ("Contractor"), with offices at 75 Kallof Place, Sedona, AZ 86336. Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

A. In July 2021, the City of Flagstaff experienced and may continue to experience emergency flood events that create "*Conditions for Emergency Purpose,*" as defined in Article 19 of the City of Flagstaff Procurement Code Manual ("Procurement Code"). These emergency flood events cause a "great public calamity" and the work to be conducted under this Contract is "[a]n essential departmental operation affecting the public health, welfare or safety" of citizens of the City of Flagstaff. Further, to complete the formal purchasing procedures "would cause an undue delay in procurement of the item or service." Procurement Code, Article 19.1(A) & (D). Pursuant to the provisions of the Procurement Code governing Emergency Purchases;

B. Owner desires to obtain emergency construction services; and

C. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities for the **Spruce Wash - Cedar Avenue to Dortha Avenue Emergency Flood Mitigation Project** (the "Project"). The Project scope is specific to the attached construction drawings (Exhibit A). Before the Contractor purchases materials or engages in undefined or preliminary work, the Contractor must receive written approval from the Owner. Both parties agree to continue value engineering through the duration of the project to expedite work and provide best cost for the Owner. Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer, or his properly authorized agents including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between the Contractor and the Engineer at a location identified by the City. The meeting will be held at

a location identified by the City. The purpose of the meeting is to outline specific construction items and procedures that the Owner feels require special attention on the part of the Contractor. The Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. The Contractor shall submit a written proposal at this conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans;; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments ("MAG") Specifications for Public Works Construction and City revisions to the MAG Specifications for Public Works Construction ("Exhibit B); and any Arizona Department of Transportation (A.D.O.T.) Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1.1	Project construction documents	Exhibit A
2.1.2	Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG")	Exhibit B
2.1.3	Proposal dated March 15, 2022	Exhibit C

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay Contractor an estimated amount of **two million five-hundred and fifty-four thousand five-hundred twenty dollars and thirteen cents ($2,554,520.13)**, which is the sum of the Contractor's bid amount of $2,190,606.90 and a Contract Allowance of $220,000.00, plus additional charges that Contractor may incur during the course of work on this emergency flood event, for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable, and as per the Proposal attached as *Exhibit C*. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such

work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;

3.3 The City Engineer shall have the right to finally determine the amount due to Contractor;

3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

3.5 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.6 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary 20 Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

3.7 As required by the *"Emergency Purchase Procedure"* provisions of the Procurement Code, if the emergency purchase exceeds the formal bid limit, upon final completion of the work identified in this Contract, the Owner must "seek approval of the purchase from the City Council as a confirming payment," Procurement Code, Article 19.2(D)(2).

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **one hundred sixteen (116) calendar days** from the date of the Owner's Notice to Proceed, **anticipated to be March 21, 2022**, free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non-Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of the Contractor and not caused by any wrongful act or negligence of the Contractor shall entitle the Contractor to an extension of time equal to the delay so caused. The Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes,

lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in Section 13 below (Contract Violations).

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified in Section 4 above, or such additional time as may be allowed, the proceeds of Contractor's performance guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to perform this Contract as required. If Contractor has submitted a certified check or cashier's check as a performance guaranty, the check shall be returned after the completion of this Contract.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence or in any other form, which in the Owner's judgment, might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, the Contractor agrees to remove from the Premises within twenty-four (24) hours of termination, all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to the Contractor shall be discharged by such termination, except the obligation to pay to the Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. The Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, the Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to the Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit B, Section 107.2.1.)

11. Maintenance During Winter Suspension of Work. A "Winter Shutdown" is the period of time typically including December through March during which no Work will be performed by any person or entity (including but not limited to the Contractor) on the Project and Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner

pursuant to local, state and federal laws. Although December through March is typically the time frame, the Owner reserves the right to initiate and terminate a Winter Shutdown at the Owner's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, *for any reason,* on the Project. Owner retains the right to declare a Winter Shutdown. If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter Shutdown shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the Owner. If the needed repairs and/or maintenance are not addressed within the timeframe, the Owner will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The Owner shall provide snow removal operations on active traffic lanes only during the Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of the Contractor during the Winter Shutdown. All costs associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

12. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner. No right or interest in this Agreement shall be assigned, in whole or in part, by Contractor without prior written permission of the Owner and no delegation of any duty of Contractor shall be made without prior written permission of the Owner. The Owner shall not unreasonably withhold consent to such assignment. Contractor agrees that any assignment agreement between Contractor and the Assignee shall include and subject to the assignee to all obligations, terms and conditions of this Contract and that Contractor shall also remain liable under all obligations, terms and conditions of this Contract.

13. Notices. Many notices or demands required to be given, pursuant to the terms of this Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below ***and*** to legal counsel for the party to whom the notice is being given.

If to Owner:
Patrick Brown, C.P.M., CPPB
Purchasing Director
211 W. Aspen Ave.
Flagstaff, AZ 86001
pbrown@flagstaffaz.gov

If to Contractor:
Ryan Adams
Tiffany Construction Company
75 Kallof Pl, Ste 101
Sedona, AZ 86336
Radams@tiffanyconst.com

With a Copy to:
Christine Cameron
Project Manager Senior
211 W. Aspen Ave.
Flagstaff, AZ 86001
ccameron@flagstaffaz.gov

14. Contract Violations. In the event of any of the provisions of this Contract are violated by the Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract (the "Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of the Contractor, and the Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances and plants as may be on the worksite site and necessary for completion of the work.

15. Termination for Convenience. The Owner may terminate this Contract at any time for any reason by giving at least **thirty (30) days** written notice to the Contractor. If termination occurs under this Section 15, the Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The parties agree that fair market value shall be determined based on the Contractor's original bid price, less any work not yet completed by the Contractor as of the date the written notice of termination is given to the Contractor.

16. Contractor's Liability and Indemnification. To the fullest extent permitted by law, Provider shall indemnify, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against liabilities, damages, losses and costs, including reasonable attorney fees, but only to the extent caused by the, recklessness or intentional wrongful conduct of the contractor, subcontractor or design professional or other persons employed or used by the contractor, subcontractor or design professional in the performance of the Contract. The amount and type of insurance coverage requirements set forth in the Contract (Exhibit B, Section 103.6) will in no way be construed as limiting the scope of the indemnity in this paragraph.

17. Non-Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

18. Amendment of Contract. This Contract may not be modified or altered except in writing and signed by duly authorized representatives of the parties.

19. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

20. Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

21. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations and governmental requirements in the performance of this Contract.

22. Employment of Aliens. Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal public works project.

23. Compliance with Federal Immigration Laws and Regulations. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Contractor acknowledges that pursuant to A.R.S. § 41-4401 a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

24. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

25. Jurisdiction and Venue. This Contract shall be administered and interpreted under the laws of the State of Arizona. The Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

26. Attorneys' Fees. If suit or action is initiated in connection with any controversy arising out of this Contract, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

27. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified final completion is critical to the Owner, time being of the essence of this Contract.

28. No Third-Party Beneficiaries. The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

29. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

30. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

31. 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.

32. Force Majeure. The Parties acknowledge that there may be events that occur during the term of this Contract that are beyond the control of both the Owner and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in temporary delay or permanent shut down of the work that is the subject of this Contract, as set forth in Exhibit A – Special Provisions. This may be caused by such things as stay-at-home orders, loss of labor force, supply chain delays, and other impediments to timely delivery of the Contract.

The Parties agree that there will be no claims arising from a temporary delay or permanent shut down caused by the events described above and that the Owner will pay no additional costs incurred as a result of such events.

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

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner
City of Flagstaff

Greg Clifton, City Manager

Attest:

City Clerk

Approved as to form:

City Attorney

Contractor
Tiffany Construction Company

Signature

Printed Name

Title

CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND

PROJECT NAME: Spruce Wash - Cedar Avenue to Dortha Avenue Emergency Flood Mitigation Project
PROJECT NUMBER: Program #3479 **BID NUMBER:** 2022-114

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

(Hereinafter called the Principal), as Principal, and, _____

_____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ ("Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in the amount of _____

_____Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this _____ day of_____, 20___, to the City of Flagstaff which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the principal promptly pays all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Title and Chapter, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____ 20___.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

CITY OF FLAGSTAFF, ARIZONA
PERFORMANCE BOND

PROJECT NAME: Spruce Wash - Cedar Avenue to Dortha Avenue Emergency Flood Mitigation Project
PROJECT NUMBER: Program #3479 **BID NUMBER:** 2022-114

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

(hereinafter called the Principal), as Principal, and, _____

_____, a corporation organized and existing under the laws of the State of _____

_____, with its principal office in the City of _____

("Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in the amount of _____Dollars ($_____

_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this ____day of _____ 20__ in the City of Flagstaff which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined

in accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____20__.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

PLOTTED: Mar 08, 2022--4:23pm

CONSTRUCTION PLANS
FOR
SPRUCE AVENUE WASH IMPROVEMENTS
CEDAR AVENUE TO DORTHA AVENUE
FLAGSTAFF, ARIZONA

LOCATED IN SECTION 11, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE AND MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

CITY CONCEPT APPROVAL

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR ERRORS AND OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

CITY ENGINEER:

BY: _____ DATE: _____

CITY PUBLIC WORKS DIRECTOR

BY: _____ DATE: _____

CITY WATER SERVICES DIRECTOR

BY: _____ DATE: _____

AUTHORIZATION TO CONSTRUCT:

THE SIGNATURES ABOVE ARE REQUIRED BEFORE THE CONTRACTOR CAN COMMENCE. UNSIGNED, THESE PLANS HAVE NOT BEEN COMPLETED WITH RESPECT TO AGENCY REVIEW AND APPROVAL.

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

BY: _____ DATE: _____

UNISOURCE ENERGY SERVICES

BY: _____ DATE: _____

LUMEN

BY: _____ DATE: _____

ALTICE USA

BY: _____ DATE: _____

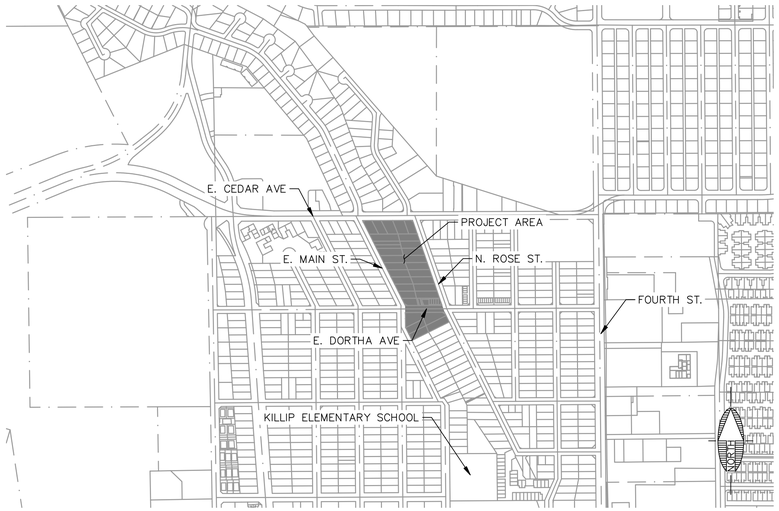
UTILITY COMPANY CONTACTS

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

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

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

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



VICINITY MAP
N.T.S.

PROJECT OWNER/DEVELOPER:

CITY OF FLAGSTAFF
211 W. ASPEN AVE
FLAGSTAFF, AZ 86001

PROJECT ENGINEER:

SHEPHARD-WESNITZER INC.
CONTACT: STEPHEN IRWIN
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

PROPERTY INFORMATION:

PROJECT PARCELS:
APN#: 109-08-148B, 109-08-150, 109-08-151, 109-08-152, 109-08-153, 109-08-154, 109-08-155, 109-08-156, 109-08-157, 109-08-158, 109-08-165A, 109-08-167, 109-08-168

ZONING: HIGH DENSITY RESIDENTIAL (HR)
COMMUNITY COMMERCIAL (CC)

2100 EAST DORTHA AVENUE
FLAGSTAFF, AZ 86004

GEOTECHNICAL REPORT:

WT REFERENCE NO. 2521JW291
WESTERN TECHNOLOGIES INC.
2400 EAST HUNTINGTON DRIVE
FLAGSTAFF, AZ 86004
(928) 774-8700

SHEET INDEX		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	CVR	COVER SHEET
2	GN01	GENERAL NOTES
3	DT01	DETAIL SHEET
4	SV01	SURVEY CONTROL AND DEMOLITION PLAN (1)
5	SV02	SURVEY CONTROL AND DEMOLITION PLAN (2)
6	GD01	GRADING AND DRAINAGE PLAN (1)
7	GD02	GRADING AND DRAINAGE PLAN (2)
8	GD03	GRADING AND DRAINAGE PROFILE (1)
9	GD04	GRADING AND DRAINAGE PROFILE (2)
10	IP01	IMPROVEMENT PLAN (1)
11	IP02	IMPROVEMENT PLAN (2)
12	EC01	EROSION CONTROL PLAN
13	EC02	EROSION CONTROL NOTES & DETAILS

LEGEND

- ROW
- BUILDING OUTLINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED EASEMENT
- PROPOSED GRADING LIMITS
- STORM DRAIN PIPE
- WATER METER
- SEWER MANHOLE
- STORM DRAIN MANHOLE
- STORM DRAIN GRATE
- GATE VALVE
- DRAINAGE ARROW
- EX. LOT LINE
- EX. EASEMENT
- EX. 100-YR FLOODPLAIN
- EX. GAS
- EX. OVERHEAD ELECTRICAL
- EX. WATER LINE
- EX. SEWER LINE
- EX. STORM DRAIN PIPE
- EX. ROAD STRIPING
- EX. FIRE HYDRANT
- EX. VALVE
- EX SEWER MANHOLE
- EX. LIGHT POLE
- EX. SIGNAGE

UTILITY CONFLICT

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

UTILITY RESPONSES FROM APS, ALTICE U.S.A., LUMEN, AND UNISOURCE HAVE BEEN RECIEVED REGARDING ANY APPARENT UTILITY CONFLICT. CONFLICTS WITH UNISOURCE AND APS WILL BE ADDRESSED DURING CONSTRUCTION.

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.

FEMA DESIGNATION

THIS PROJECT IS LOCATED WITHIN ZONE AE OF FEMA FIRM MAP #04005C6828G, EFFECTIVE SEPTEMBER 3, 2010. ZONE AE IS DESCRIBED AS AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN.

SOURCE OF PROJECT INFORMATION

BOUNDARY INFORMATION AND TOPOGRAPHIC INFORMATION PROVIDED BY SWI, DATED DECEMBER 14, 2020.

CITY OF FLAGSTAFF APPROVAL STAMP

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING, OR RECORDING
STEPHEN C. IRWIN 37082 REGISTERED PROFESSIONAL ENGINEER ARIZONA, U.S.A.

C.O.F. #PZ-21-00259

FLAGSTAFF ARIZONA
SPRUCE AVE. WASH IMPROVEMENTS
COVER SHEET

JOB NO: 20285
DATE: MAR 22
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: KMF
CHECKED: BD

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REVISIONS

NO.	DESCRIPTION	DATE	BY

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CVR

SHT NO. 1 OF 13

FILE: P:\2020\20285\DRAWINGS\CONSTRUCTION PLANS\20285 - COVER SHEET.DWG JERIKSSON

PLOTTED: Mar 08, 2022-4:23pm

C.O.F. GENERAL NOTES

1. APPROVAL OF THESE PLANS BY THE CITY ENGINEER IS FOR A ONE (1) YEAR PERIOD, SUBSEQUENT TO THE DATE OF APPROVAL. IF CONSTRUCTION WORK IS NOT STARTED WITHIN THE ONE (1) YEAR PERIOD, OR HAS BEEN DISCONTINUED FOR ANY REASON FOR LONGER THAN ONE (1) YEAR, THE PLANS SHALL BE RESUBMITTED FOR REVIEW AND RE-APPROVAL.
2. PLAN REVIEW BY THE CITY DOES NOT EXTEND TO MATERIAL QUANTITIES SHOWN ON THE PLANS.
3. A PUBLIC WORKS PERMIT, ISSUED BY THE CITY, IS REQUIRED FOR ALL WORK IN CITY RIGHTS-OF-WAY OR EASEMENTS AND FOR CONSTRUCTION OF ANY IMPROVEMENTS INTENDED TO BECOME PUBLIC PROPERTY.
4. THE CITY SHALL BE NOTIFIED TWENTY-FOUR (24) HOURS PRIOR TO BEGINNING DIFFERENT PHASES OF CONSTRUCTION SO THAT CITY INSPECTORS MAY BE SCHEDULED.
5. ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH TITLE 13, ENGINEERING DESIGN AND STANDARDS AND SPECIFICATIONS FOR NEW INFRASTRUCTURE, CURRENT "MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION", THE CITY OF FLAGSTAFF STORMWATER DESIGN MANUAL, AND WITH GENERALLY ACCEPTED ENGINEERING DESIGN AND CONSTRUCTION PRACTICE. ALL WORK AND MATERIALS, WHICH DO NOT CONFORM TO THE STANDARDS AND SPECIFICATIONS, ARE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING CHAPTER 13-21 OF THESE STANDARDS WHICH MAKES MINOR MODIFICATIONS TO CERTAIN MAG SPECIFICATIONS AND DETAILS.
6. ANY WORK PERFORMED WITHOUT THE KNOWLEDGE AND APPROVAL OF THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
7. THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE MAY SUSPEND THE WORK BY WRITTEN NOTICE WHEN, IN HIS JUDGMENT, PROGRESS IS UNSATISFACTORY, WORK BEING DONE IS UNAUTHORIZED OR DEFECTIVE, WEATHER CONDITIONS ARE UNSUITABLE, OR THERE IS DANGER TO THE PUBLIC HEALTH OR SAFETY.
8. THE CITY ENGINEER MAY ORDER ANY OR ALL MATERIALS USED IN THE WORK TO BE TESTED ACCORDING TO THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) AND THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) STANDARDS. THE CONTRACTOR SHALL, AT HIS EXPENSE, SUPPLY ALL SAMPLES REQUIRED FOR TESTING.
9. ACCESS WHICH MEETS SECTION 13-13-004-0001, FIRE ACCESS SHALL BE IN PLACE AND APPROVED BEFORE AND AT ALL TIMES DURING ON-SITE COMBUSTIBLE CONSTRUCTION AND/OR PRIOR TO ISSUANCE OF BUILDING PERMITS IN NEW SUBDIVISIONS. FIRE DEPARTMENT AND ENGINEERING SECTION APPROVAL IS REQUIRED FOR OBSTRUCTION OF ACCESS OR WATER SYSTEM SHUTDOWN.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STREETS AND OF PARTIALLY COMPLETED PORTIONS OF THE WORK UNTIL FINAL ACCEPTANCE OF THE WORK. THE CONTRACTOR SHALL SUBMIT TO THE CITY ENGINEER FOR APPROVAL A CONSTRUCTION SCHEDULE FOR ANY STREETS REQUIRED TO BE CLOSED OR PARTIALLY CLOSED FOR THE CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL REOPEN THE STREETS NO LATER THAN THE OPENING DATE SHOWN ON THE CONSTRUCTION SCHEDULE OR UPON ORDER OF THE CITY ENGINEER. THE REGULATION AND CONTROL OF CONSTRUCTION TRAFFIC SHALL BE AS DIRECTED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
11. APPROVAL OF A PORTION OF THE WORK IN PROGRESS DOES NOT GUARANTEE ITS FINAL ACCEPTANCE. TESTING AND EVALUATION MAY CONTINUE UNTIL WRITTEN FINAL ACCEPTANCE OF A COMPLETE WORKABLE UNIT. ANY DEFECTS WHICH APPEAR IN THE WORK WITHIN ONE (1) YEAR FROM THE DATE OF ACCEPTANCE AND WHICH ARE DUE TO IMPROPER WORKMANSHIP OR INFERIOR MATERIALS SUPPLIED SHALL BE CORRECTED BY OR AT THE EXPENSE OF THE OWNER/DEVELOPER OR THE CONTRACTOR.
12. ACCEPTANCE OF COMPLETED PUBLIC IMPROVEMENTS WILL NOT BE GIVEN UNTIL DEFECTIVE OR UNAUTHORIZED WORK IS REMOVED, AND FINAL CLEAN-UP IS COMPLETE.
13. LOCATION OF UNDERGROUND UTILITIES BEFORE WORK IS BEGUN IS TO BE ACCOMPLISHED IN ACCORDANCE WITH ARS 40-360.22.
14. IF WORK IS DONE ON PRIVATE PROPERTY IN RELATION TO A PROJECT CONSTRUCTED UNDER THESE STANDARDS, THE CONTRACTOR WILL PROVIDE THE CITY WITH WRITTEN AUTHORIZATION FROM THE PROPERTY OWNER TO DO SO.
15. THE ESTABLISHMENT AND USE OF TEMPORARY CONSTRUCTION YARDS SHALL CONFORM TO THE CURRENT CITY ZONING CODE STANDARDS FOR "TEMPORARY USES".
16. ALL EXCAVATED MATERIAL SHALL BE DISPOSED OF IN ACCORDANCE WITH APPLICABLE CITY CODES AND REGULATIONS. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED CITY APPROVALS AND PERMITS, AS DEEMED NECESSARY BY THE CITY, TO DISPOSE OF EXCAVATED MATERIAL.
17. ALL CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER AND PERFORMED UNDER THE DIRECT SUPERVISION OF A REGISTERED LAND SURVEYOR OR CIVIL ENGINEER.
18. ALL TRAFFIC SIGN SHEETING SHALL BE TYPE VIII AS DESIGNED BY ASTM D4956-07E1 STANDARD SPECIFICATIONS FOR RETRO REFLECTIVE SHEETING FOR TRAFFIC CONTROL, UNLESS SPECIFIED OTHERWISE ON THE CONSTRUCTION PLANS.
19. WHEN THE CONSTRUCTION PLANS SPECIFY GRAFFITI CONTROL ON BRIDGES OR OTHER STRUCTURES, THE CONTRACTOR SHALL SEAL THE STRUCTURE FIRST USING MONOCHEM AQUASEAL ME 12 AND THEN APPLY MONOCHEM PERMASHIELD, SACRIFICIAL GRAFFITI CONTROL SYSTEM (OR APPROVED EQUAL).
20. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE STABILIZED AND RESEEDED IN ACCORDANCE WITH CHAPTER 13-17 OF THIS TITLE. IN THE EVENT THAT THE CONSTRUCTION ACTIVITY DISTURBS MORE THAN ONE (1) ACRE, A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE PREPARED IN ORDER TO OBTAIN A CONSTRUCTION GENERAL PERMIT FROM ADEQ. (ORD. 2201?-22, REP&REEN, 07/05/2017)

C.O.F. WATER AND SEWER NOTES

ALL DESIGN, CONSTRUCTION, TESTING AND INSPECTION SHALL CONFORM TO THE ADEQ REQUIREMENTS: WATER DISTRIBUTION IN ACCORDANCE WITH BULLETINS 10 AND 8, AND SEWER COLLECTION IN ACCORDANCE WITH AAC TITLE 18. IN THE EVENT THE ADEQ REQUIREMENTS CONFLICT WITH THESE STANDARDS, THE MORE RESTRICTIVE SHALL APPLY.

A. ROUGH GRADING SHALL BE COMPLETED WITHIN ONE-TENTH ($\frac{1}{10}$) OF A FOOT OF PLAN GRADE AND APPROVED BY THE CITY ENGINEER'S AUTHORIZED REPRESENTATIVES PRIOR TO INSTALLATION OF UNDERGROUND UTILITIES.

B. NO TRENCH SHALL BE FILLED WITH BEDDING MATERIAL OR BACKFILL UNTIL THE EXCAVATION AND PIPE LAYING, RESPECTIVELY, HAVE BEEN APPROVED BY THE CITY ENGINEER'S AUTHORIZED REPRESENTATIVE.

C. A WATER PRESSURE TEST IS REQUIRED OF ALL WATER LINES AND A HYDROSTATIC OR AIR TEST IS REQUIRED OF ALL SEWER LINES AND MANHOLES. TESTS ARE TO BE CONDUCTED AFTER BACKFILLING IS COMPLETE AND COMPACTED ON ALL PUBLIC AND/OR PRIVATE UNDERGROUND UTILITIES.

D. WATER AND SEWER SERVICE LINES ARE TO BE MARKED AS SHOWN ON THE STANDARD SERVICE DETAILS.

E. WATER LINE DISINFECTION IS TO BE ACCOMPLISHED AS OUTLINED IN ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) "BULLETIN NO. 8."

F. WATER PIPE CLASSIFICATION SHALL BE CLASS 305 FOR A.W.W.A. C-900 PVC AND CLASS 350 FOR DUCTILE IRON UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. C-900 SHALL CONFORM TO CAST-IRON-EQUIVALENT OUTSIDE DIAMETER AND HAVE ELASTROMERIC GASKETS AND COUPLINGS. ALL DUCTILE IRON PIPE LINES SHALL BE POLYETHYLENE ENCASED IN ACCORDANCE WITH MAG SPECIFICATIONS.

G. ALL MATERIALS THAT COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NSF STANDARD 61 INCLUDING, BUT NOT LIMITED TO, GASKETS, LUBRICANTS, PIPE FITTINGS, AND VALVES. (NSF-PW SEAL) (R18-4-1198).

H. ALL PUBLIC SANITARY SEWER LINES AND PRIVATE SEWER SERVICE LINES WITHIN A PUBLIC UTILITY EASEMENT OR RIGHT-OF-WAY WILL BE INSPECTED PRIOR TO ACCEPTANCE BY THE CITY.

I. WATER AND SEWER MAINS SHALL BE SEPARATED IN ORDER TO PROTECT PUBLIC WATER SYSTEMS FROM POSSIBLE CONTAMINATION. ALL DISTANCES ARE MEASURED PERPENDICULARLY FROM THE OUTSIDE OF THE SEWER MAIN TO THE OUTSIDE OF THE WATER MAIN. SEPARATION REQUIREMENTS ARE AS FOLLOWS:

   1. A WATER MAIN SHALL NOT BE PLACED:
      a. WITHIN SIX (6) FEET, HORIZONTAL DISTANCE, AND LESS THAN TWO (2) FEET, VERTICAL DISTANCE, ABOVE THE TOP OF A SEWER MAIN UNLESS EXTRA PROTECTION IS PROVIDED. EXTRA PROTECTION SHALL CONSIST OF CONSTRUCTING THE SEWER MAIN WITH MECHANICAL JOINT DUCTILE IRON PIPE OR WITH SLIP-JOINT DUCTILE IRON PIPE IF JOINT RESTRAINT IS PROVIDED. ALTERNATE EXTRA PROTECTION SHALL CONSIST OF ENCASING BOTH THE WATER AND SEWER MAINS IN AT LEAST SIX (6) INCHES OF CONCRETE FOR AT LEAST TEN (10) FEET BEYOND THE AREA COVERED BY THIS SUBSECTION.
      b. WITHIN TWO (2) FEET HORIZONTALLY AND TWO (2) FEET BELOW THE SEWER MAIN. WHEN A WATER MAIN IS PLACED BELOW A SEWER MAIN, EXTRA PROTECTION IS ALWAYS REQUIRED REGARDLESS OF THE VERTICAL SEPARATION.

   2. NO WATER PIPE SHALL PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF A SEWER MANHOLE. THE MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND MANHOLES SHALL BE SIX (6) FEET, MEASURED FROM THE CENTER OF THE MANHOLE.

   3. THE MINIMUM SEPARATION BETWEEN FORCE MAINS OR PRESSURE SEWERS AND WATER MAINS SHALL BE TWO (2) FEET VERTICALLY AND SIX (6) FEET HORIZONTALLY UNDER ALL CONDITIONS. WHERE A SEWER FORCE MAIN CROSSES ABOVE OR LESS THAN SIX (6) FEET BELOW A WATER LINE, THE SEWER MAINS SHALL BE ENCASED IN AT LEAST SIX (6) INCHES OF CONCRETE OR CONSTRUCTED USING MECHANICAL JOINT DUCTILE IRON PIPE FOR TEN (10) FEET ON EITHER SIDE OF THE WATER MAIN.

   4. EVEN WHEN EXTRA PROTECTION IS UTILIZED, THE MINIMUM CLEARANCE BETWEEN WATER AND SEWER SHALL BE ONE (1) FOOT.

   5. THE SEPARATION REQUIREMENTS DO NOT APPLY TO BUILDING, PLUMBING, OR INDIVIDUAL HOUSE SERVICE CONNECTIONS.

J. WHEN HYDROSTATIC TESTING IS PERFORMED, SEWER LINES SHALL BE TESTED FOR INFILTRATION/EXFILTRATION PER ADEQ ENGINEERING BULLETIN NO. 11. MANHOLES SHALL BE TESTED BY FILLING THE MANHOLE WITH WATER. THE APPLICANT SHALL ENSURE THAT THE DROP IN WATER LEVEL DOES NOT EXCEED ONE-THOUSANDTH (0.001) OF THE TOTAL MANHOLE VOLUME IN ONE (1) HOUR.

   WHEN AIR TESTING IS PERFORMED, SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH ASTM F1417-92. MANHOLES SHALL BE TESTED IN ACCORDANCE WITH ASTM C1244.

K. SEWER PIPE SHALL BE SDR 35, ASTM D3034 FOR PVC PIPE, OR CLASS 150 DIP LINED WITH PROTECTO 401 CERAMIC EPOXY OR HDPE ASTM F894. ALL DUCTILE IRON PIPELINES SHALL BE POLYETHYLENE ENCASED IN ACCORDANCE WITH MAG SPECIFICATIONS. SPECIAL DESIGN CONSIDERATIONS MAY REQUIRE A HIGHER CLASS RATING OF DIP.

L. NO WATER SETTLING OF TRENCH FILL MATERIAL IS ALLOWED.

M. ALL WATER AND SEWER DESIGN AND CONSTRUCTION SHALL CONFORM TO THE CURRENT ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) REQUIREMENTS. WHEN ADEQ REQUIREMENTS ARE IN CONFLICT WITH THESE STANDARDS, THE MORE RESTRICTIVE SHALL APPLY.

N. TRACER WIRES AND TAPES SHALL BE INSTALLED PRIOR TO TESTING THE WATER OR SEWER MAIN AS REQUIRED BY SECTION 13-09-001-0002. (STRIP WIRE 2 INCHES AT TERMINATION OF THE SERVICE).

O. WATER VALVES SHALL BE ADJUSTED IN ACCORDANCE WITH CITY OF FLAGSTAFF ENGINEERING DETAIL NO. 9-03-060 AND MANHOLES SHALL BE ADJUSTED IN ACCORDANCE WITH CITY OF FLAGSTAFF DETAIL NO. 9-03-062.

P. ONE HUNDRED PERCENT (100%) OF THE SEWER LINE SHALL BE TESTED FOR UNIFORM SLOPE BY REMOTE CAMERA AND TESTED FOR SHORT-TERM DEFLECTION.

   1. WHEN A SEWER SERVICE IS REQUIRED TO BE ABANDONED, IT SHALL BE ABANDONED AT THE PROPERTY LINE AND CAPPED USING THE APPROPRIATE MATERIALS (PVC, CLAY, OR CONCRETE).

   2. WHEN AN EXISTING WATER SERVICE IS REQUIRED TO BE ABANDONED, IT SHALL BE ABANDONED AT THE MAIN. THE SADDLE AND CORP. STOP SHALL BE REMOVED AND THE MAIN CLAMPED WITH AN APPROVED FULL CIRCLE REPAIR CLAMP.

Q. THE LOCATION OF WATER SERVICES SHALL BE IDENTIFIED BY BRANDING A "W" ON THE TOP OR FACE OF CURB.

R. SEWER SERVICE LOCATIONS SHALL BE IDENTIFIED BY BRANDING AN "S" ON THE TOP OR FACE OF THE CURB. (ORD. 2017-22, REP&REEN, 07/05/2017)

C.O.F. PAVING NOTES

A. EXACT POINT OF MATCHING TERMINATION AND OVERLAY, IF NECESSARY, SHALL BE DETERMINED IN THE FIELD BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. WHEN A LONGITUDINAL JOINT ASSOCIATED WITH A TRENCH PATH, PAVEMENT MATCHUP OR OTHER OCCURS ON A STREET THAT INCLUDES A BIKE LANE, THE JOINT SHALL BE LOCATED OUTSIDE THE BIKE LANE.

B. NO JOB WILL BE CONSIDERED COMPLETE UNTIL:
   1. ALL CURBS, PAVEMENTS, SIDEWALKS, CATCH BASINS, STORM DRAINS, AND MANHOLES HAVE BEEN CLEANED OF ALL DIRT AND DEBRIS;
   2. SURVEY MONUMENTS ARE INSTALLED AND STAMPED; AND
   3. ALL FRAMES, COVERS, AND VALVE BOXES ARE ADJUSTED TO GRADE.

C. NO PAVING CONSTRUCTION SHALL BE STARTED UNTIL ALL UTILITY LINES ARE COMPLETED AND APPROVED UNDER PROPOSED PAVED AREAS.

D. BASE COURSE WILL NOT BE PLACED UNTIL SUBGRADE HAS BEEN APPROVED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.

E. THE LOCATION OF ALL WATER VALVES, FIRE HYDRANTS, AND MANHOLES MUST AT ALL TIMES DURING CONSTRUCTION BE REFERENCED AND MADE ACCESSIBLE TO THE CITY.

F. UTILITY FACILITIES IN CONFLICT WITH THIS WORK WILL BE RELOCATED BY THE PERMITTEE OR THE UTILITY OWNER. THIS ACTIVITY SHALL BE COORDINATED WITH THE OWNER OF THE UTILITY TO PREVENT ANY UNNECESSARY INTERRUPTION OF SERVICE TO EXISTING CUSTOMERS.

G. EXISTING STREET NAME SIGNS, TRAFFIC SIGNS AND DEVICES ASSOCIATED WITH THE PROJECT SHALL BE MAINTAINED DURING CONSTRUCTION AND RELOCATED BY THE CONTRACTOR AS SHOWN ON THE APPROVED PLANS.

H. ANY CHANGES OR ADDITIONS TO PAVEMENT MARKINGS CAUSED BY PAVEMENT OVERLAY, CHIP SEAL, OR INSTALLATION OF UNDERGROUND FACILITIES SHALL BE SHOWN ON THE APPROVED PLANS.

I. ON PROJECTS WHERE THE CONTRACTOR CAUSES EXCESSIVE DAMAGE TO AN EXISTING PAVED STREET OR THERE ARE MULTIPLE STREET CUTS (MAXIMUM OF FOUR (4) IN FIVE HUNDRED (500) FEET) AN ASPHALT OVERLAY SHALL BE REQUIRED.

J. A PRIME COAT IS NOT REQUIRED UNLESS SO SPECIFIED IN THE SOILS AND PAVEMENT REPORT AND/OR SHOWN ON THE PLANS.

K. ALL CURB AND GUTTER, SIDEWALK, DRIVEWAYS, AND SIDEWALK RAMPS SHALL BE CONSTRUCTED ON A MINIMUM THREE (3) INCHES OF AGGREGATE BASE COURSE (ABC). THE ABC SHALL BE CONSTRUCTED PER MAG SECTION 310, AND SHALL BE COMPACTED TO NINETY-FIVE (95%) RELATIVE DENSITY. ALL PRECAST STRUCTURES SUCH AS MANHOLE BASES, CATCH BASINS, AND BOX CULVERTS SHALL BE CONSTRUCTED ON A MINIMUM OF THREE (3) INCHES OF ABC.

L. PERMANENT PAVEMENT MARKINGS.
   1. LONGITUDINAL PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 13-16-006-0001.
   2. TRANSVERSE PAVEMENT MARKINGS SUCH AS STOP BARS, CROSSWALKS, ARROWS, AND LEGENDS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 13-16-006-0002.

M. TEMPORARY PAVEMENT MARKINGS.
   1. TEMPORARY PAVEMENT MARKINGS, WHEN APPROVED, SHALL BE INSTALLED IN ACCORDANCE WITH SECTIONS 13-16-006-0001 AND 13-16-006-0002.

   NOTES:
   1. THE USE OF TEMPORARY MARKINGS IS STRONGLY DISCOURAGED AND MAY ONLY BE USED WITH PRIOR APPROVAL.

   WHEN IT IS USED, THE CONTRACTOR MUST BE AVAILABLE TO RESTRIPE AS NEEDED UNTIL THE PERMANENT MARKINGS CAN BE INSTALLED.

   2. WHEN IT IS IMPRACTICABLE FOR THE CONTRACTOR TO PROVIDE PERMANENT MARKINGS, THE CITY PUBLIC WORKS DEPARTMENT MAY INSTALL THE MARKINGS ON BEHALF OF THE CONTRACT PROVIDED THE FEE FOR THE WORK IS AGREED UPON AND PAID FOR IN ADVANCE.

N. THE MAXIMUM THICKNESS OF A SINGLE LIFT OF PAVEMENT SHALL BE FOUR (4) INCHES. (ORD. 2017-22, REP&REEN, 07/05/2017)

O. ALL SURVEY MONUMENTS WITHIN OR AROUND THE CONSTRUCTION AREA SHALL BE PROTECTED IN PLACE. ANY MONUMENTS THAT ARE DISTURBED OR DISPLACED BY CONSTRUCTION SHALL BE RESET BY THE RLS AT THE CONTRACTOR'S EXPENSE IN ACCORDANCE WITH CITY OF FLAGSTAFF ENGINEERING STANDARDS SECTION 13-03-005-0004 AND A.R.S. 33-103.

C.O.F. GRADING AND DRAINAGE NOTE:

"ADEQUATE DRAINAGE, EROSION AND SEDIMENT CONTROL MEASURES, BEST MANAGEMENT PRACTICES, AND/OR OTHER STORM WATER MANAGEMENT FACILITIES SHALL BE PROVIDED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION. DAMAGES TO ADJACENT PROPERTY AND/OR THE CONSTRUCTION SITE CAUSED BY CONTRACTOR'S PROPERTY OR PROPERTY OWNER'S FAILURE TO PROVIDE AND MAINTAIN ADEQUATE DRAINAGE AND EROSION/SEDIMENT CONTROL FOR THE CONSTRUCTION AREA SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND/OR PROPERTY OWNER."

C.O.F. SEEDING NOTES

TO BE APPLIED ON ALL CUT/FILL SLOPES.

THE CONTRACTOR SHALL RESEED ALL DISTURBED AREA ACCORDING TO THE PROVISIONS OF THIS SECTION. THE WORK UNDER THIS SECTION SHALL CONSIST OF FURNISHING, HAULING, PLACING, AND APPLYING EROSION CONTROL (SEED, MULCH, AND EROSION CONTROL BLANKETS) TO ALL DISTURBED AREAS WITHIN THE PROJECT AREAS AS SHOWN ON THE PLANS. REFER TO THE CITY OF FLAGSTAFF ENGINEERING STANDARDS, TITLE 13, CHAPTER 17 FOR SEEDING REQUIREMENTS.

SHEPHARD-WESNITZER GENERAL NOTES

PROJECT SPECIFICATIONS

ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING STANDARDS AND SPECIFICATIONS, AND ANY SPECIAL PROVISIONS PREPARED FOR THE PROJECT. THE TERM "CURRENT" MEANS THE DATE OF THE SPECIFICATIONS IN EFFECT AS OF THE DATE OF THE ENGINEERS SEAL ON THESE PLANS.

MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION
CITY OF FLAGSTAFF ENGINEERING DESIGN AND CONSTRUCTION STANDARDS & SPECIFICATION
AMERICAN WATER WORKS ASSOCIATION STANDARDS
ARIZONA ADMINISTRATIVE CODE
INTERNATIONAL PLUMBING CODE (IPC)
INTERNATIONAL BUILDING CODE (IBC)

THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE REQUIRED TO OBTAIN COPIES OF THESE, AS WELL AS ANY OTHER STANDARDS OR SPECIFICATIONS REQUIRED TO SUCCESSFULLY COMPLETE THE WORK AS DESCRIBED IN THESE PLANS AND/OR ANY SPECIAL PROVISIONS PREPARED FOR THE PROJECT. THIS REQUIREMENT EXTENDS TO ANY STANDARDS, DETAILS, OR SPECIFICATIONS REFERENCED BY THE CONSTRUCTION DOCUMENTS AND NOT INCLUDED IN THE LIST ABOVE.

QUANTITY ESTIMATE AND PAYMENT PROVISIONS

IF ANY MATERIAL QUANTITIES ARE SHOWN ON THESE PLANS, THEY ARE TO BE CONSIDERED AS APPROXIMATE ONLY AND ARE FURNISHED AS A CONVENIENCE TO THE CONTRACTOR IN EVALUATING THE MAGNITUDE OF THE PROJECT SCOPE. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE ACTUAL QUANTITIES OF WORK REQUIRED AND BASE HIS BID ON HIS OWN INDEPENDENT ESTIMATE OF THE WORK SCOPE AND QUANTITIES OF MATERIALS REQUIRED.

THE ESTIMATED QUANTITIES MAY NOT DIRECTLY CORRESPOND TO A BID SCHEDULE/SCHEDULE OF VALUES INCLUDED IN THE CONTRACT DOCUMENTS. PAYMENT FOR ANY WORK ACCOMPLISHED SHALL BE IN ACCORDANCE WITH THE PAYMENT PROVISIONS OUTLINED IN THE CONTRACT DOCUMENTS.

UTILITY COORDINATION

THE CONTRACTOR SHALL HAVE THE RESPONSIBILITY FOR COORDINATING ALL UTILITY RELOCATIONS, VALVE BOX/MANHOLE OR OTHER SURFACE APPURTENANCE ADJUSTMENTS, RESOLUTION OF UTILITY CONFLICTS, OBTAINING NECESSARY PERMITS, SCHEDULING BLUE STAKE, CONDUCTING EXPLORATORY EXCAVATIONS IN ADVANCE OF UTILITY INSTALLATIONS, AND GENERAL CONFORMANCE TO UTILITY AGENCY REQUIREMENTS AND SPECIFICATIONS FOR CONDUCTING THE WORK.

THE CONTRACTOR IS SPECIFICALLY ADVISED TO EXAMINE THE SITE FOR EVIDENCE OF AND CONFLICTS WITH EXISTING UTILITIES PRIOR TO SUBMITTING HIS BID. EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS IN THEIR APPROXIMATE LOCATIONS BASED ON FIELD OBSERVATIONS AND ANY FURNISHED RECORD INFORMATION, BUT THERE IS NO GUARANTEE THAT ALL UTILITY CONFLICTS HAVE BEEN IDENTIFIED. AT THE TIME OF CONSTRUCTION, THE EXACT SIZES, TYPES, AND LOCATIONS OF EXISTING UNDERGROUND IMPROVEMENTS SHALL BE DETERMINED BY THE CONTRACTOR AND HE SHALL FURNISH MATERIALS AS NECESSARY TO CONSTRUCT THE REQUIRED CONNECTIONS.
THE CONTRACTOR SHALL PERFORM ALL NECESSARY POTHOLES AND UTILITY LOCATING AT LEAST TWO WEEKS IN ADVANCE OF ALL UNDERGROUND UTILITY WORK TO ENSURE EXPEDIENT COMPLETION OF THE WORK IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. LOCATING EXISTING UTILITIES FOR THE PURPOSE OF IDENTIFYING CONFLICTS IN ADVANCE OF THE UTILITY RELOCATIONS IS AN IMPORTANT ELEMENT OF THE PROJECT. FAILURE OF THE CONTRACTOR TO LOCATE EXISTING UTILITIES AT LEAST TWO WEEKS IN ADVANCE OF THE CONSTRUCTION ACTIVITIES WILL DIMINISH HIS ABILITY TO MAKE A CLAIM FOR DELAYS FOR UTILITY RELOCATIONS.

ALL FRAMES, COVERS AND VALVE BOXES IN THE CONSTRUCTION AREA SHALL BE ADJUSTED TO FINAL FINISH GRADES, WHETHER INDICATED ON THE PLANS OR NOT. ANY NECESSARY ADJUSTMENTS WHICH ARE NOT SEPARATELY ITEMIZED IN THE BID SCHEDULE SHALL BE CONSIDERED INCIDENTAL TO THE WORK.

THE APPROPRIATE UTILITY COMPANIES SHALL BE NOTIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION. "BLUE STAKE" NUMBER IS 1-800-STAKE-IT. CONTRACTOR SHALL ALLOW TWO WORKING DAYS AFTER "BLUE STAKE" IS NOTIFIED, BEFORE COMMENCING ANY EXCAVATION WORK IN PROXIMITY OF BURIED UTILITIES.

AT LEAST TWO WORKING DAYS PRIOR NOTICE IS REQUIRED BEFORE DISRUPTING EXISTING UTILITY SERVICES TO MAKE CONNECTIONS. THE NOTICE MUST INCLUDE THE EXACT TIME OF THE DISRUPTION OF SERVICE AND THE EXPECTED DURATION OF THE LOSS OF SERVICE. THE NOTICE SHALL BE FURNISHED TO THE OWNER OR OTHERS AS SPECIFIED IN THE CONTRACT DOCUMENTS.

THE LOCATION OF ALL WATER VALVES MUST AT ALL TIMES DURING CONSTRUCTION BE REFERENCED AND MADE AVAILABLE TO THE GOVERNING WATER COMPANY/DEPARTMENT.

ALL WATER LINES SHALL BE PRESSURE AND LEAKAGE TESTED PER AWWA C605-13 OR MAG STANDARDS SECTION 611.

PERMITS

CITY OF FLAGSTAFF PERMITS

A PUBLIC IMPROVEMENTS PERMIT, A FLOODPLAIN USE PERMIT, AND A GRADING PERMIT ARE REQUIRED FOR THIS PROJECT, CONTACT COMMUNITY DEVELOPMENT AT 928-213-2606 TO INITIATE THE PROCESS. CONTACT THE ENGINEERING INSPECTION DEPARTMENT AND STORM WATER DEPARTMENT AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF THE PROJECT TO COORDINATE INSPECTIONS. GRADING CERTIFICATION IS REQUIRED, WHICH SHALL BE SEALED BY THE SURVEYOR AND GEOTECHNICAL ENGINEER; SPECIAL INSPECTION CERTIFICATION FOR ANY BUILT IN PLACE STRUCTURES WILL ALSO BE REQUIRED. AS-BUILTS ARE REQUIRED WITH THE CERTIFICATION.

A PRE-CONSTRUCTION MEETING WITH THE CITY OF FLAGSTAFF IS REQUIRED PRIOR TO THE START OF ANY WORK. CONTACT THE CITY OF FLAGSTAFF PROJECT MANAGER TO SCHEDULE THE MEETING.

EARTHWORK SUMMARY

SITE GRADING:

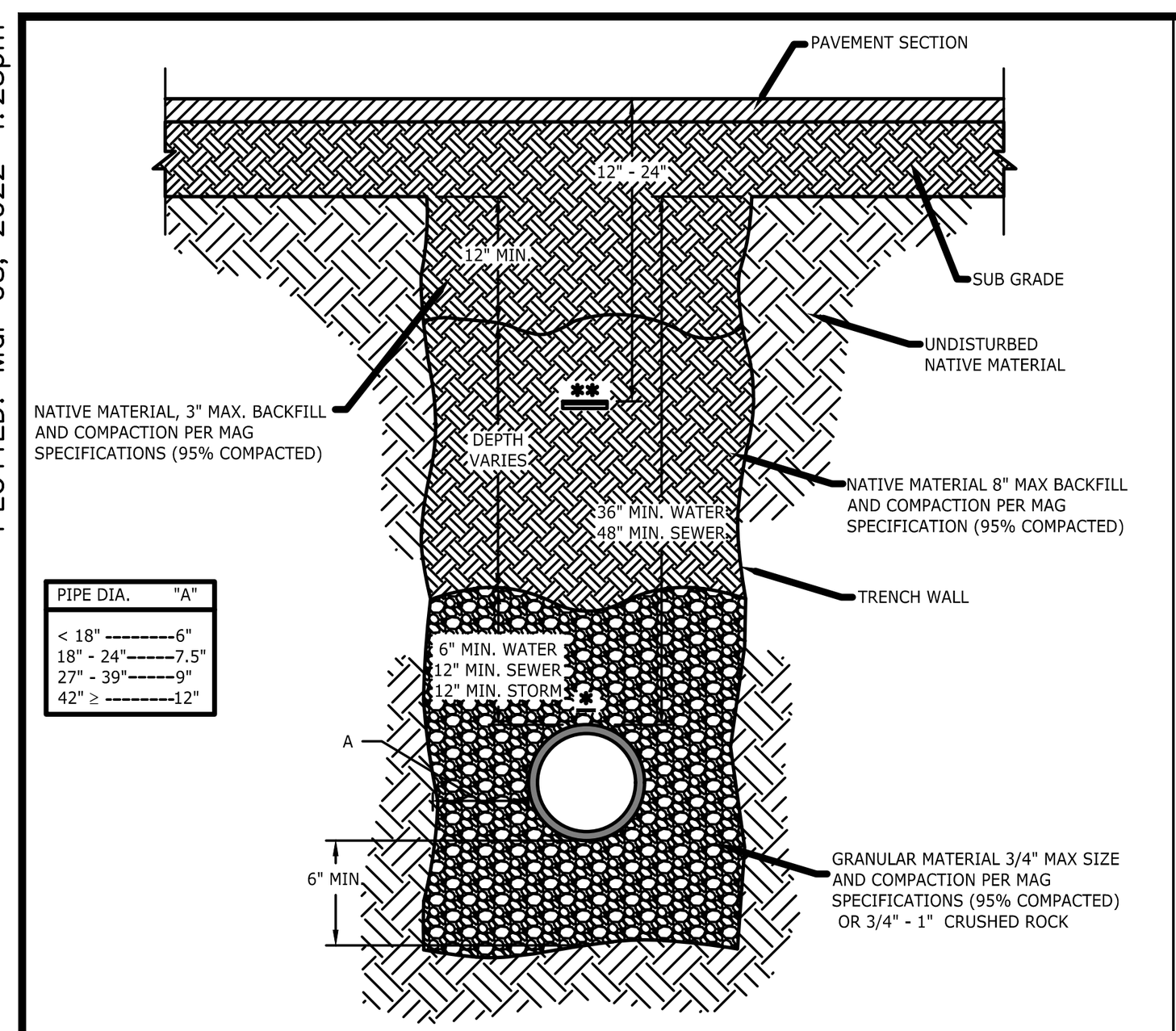
UNADJUSTED CUT: 805 CY
UNADJUSTED FILL: 50 CY

EARTHWORK VOLUMES SHOWN ABOVE ARE BASED ON IN-PLACE VOLUMES REQUIRED FOR SITE GRADING. QUANTITIES ARE NOT ADJUSTED FOR SHRINKAGE (SEE GEOTECH REPORT FOR ESTIMATED SHRINKAGE FACTORS). THESE RESULTS MAY NOT REFLECT THE FINAL CONSTRUCTED QUANTITIES. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN QUANTITY DETERMINATIONS. ADDITIONAL EARTHWORK QUANTITIES SHALL BE CONSIDERED INCIDENTAL TO BUILDING CONSTRUCTION. ANY WASTE MATERIAL SHALL BE INCIDENTAL TO CONSTRUCTION.

CONSTRUCTION QUANTITIES

Keynote	Quantity	Unit	Item Description
			DEMOLITION
101	58	LF	SAWCUT EXISTING AC PAVEMENT (MIN 2') PER M.A.G. SPECS. 336 & 350.
102	222	SY	REMOVE AND DISPOSE OF EXISTING AC PAVEMENT PER M.A.G. SPECS. 336 & 350.
103	115	LF	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER PER M.A.G. SPECS. 336 & 350.
104	407	SF	REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK PER M.A.G. SPECS. 336 & 350. SIDEWALK SHALL BE REMOVED TO NEAREST JOINT.
105	1,677	SF	REMOVE AND DISPOSE OF EXISTING CONCRETE PER M.A.G. SPECS. 336 & 350.
109	105	SF	REMOVE AND DISPOSE OF EXISTING CONCRETE DRIVEWAY PER M.A.G. SPECS. 336 & 350.
116	57	LF	REMOVE AND DISPOSE OF EXISTING 6" POLYVINYL CHLORIDE (PVC) WATERLINE PER M.A.G. SPECS. 336 & 350.
135	1	EA	REMOVE AND DISPOSE OF EXISTING CONCRETE HEADWALL PER M.A.G. SPECS. 336 & 350.
136	173	LF	REMOVE AND SALVAGE EXISTING 60" STORM DRAIN PIPE, PER M.A.G. SPECS. 336 & 350.
137	1,270	SF	REMOVE AND DISPOSE OF EXISTING GROUTED RIPRAP PER M.A.G. SPECS. 336 & 350.
143		NPI	CONTRACTOR AND UNISOURCE TO COORDINATE REMOVAL AND REPLACEMENT OF EXISTING GAS METERS. IF APPLICABLE PROTECT EXISTING GAS METER IN PLACE.
144		NPI	CONTRACTOR AND UNISOURCE TO COORDINATE REMOVAL AND RELOCATION OF EXISTING GAS LINE AND APPURTENANCES. CONTRACTOR TO PROTECT ALL EXISTING SERVICES IN PLACE IF APPLICABLE.
145		NPI	CONTRACTOR TO PROTECT IN PLACE EXISTING TELECOMMUNICATIONS LINE AND APPURTENANCES.
147		NPI	CONTRACTOR TO PROTECT IN PLACE EXISTING OVERHEAD ELECTRIC LINE AND APPURTENANCES. COORDINATE POLE SUPPORT WITH APS DURING CONSTRUCTION AS NEEDED.
148	88	LF	REMOVE AND REPLACE EXISTING PRIVATE FENCE PER M.A.G. SPECS. 336 & 350.
150	5	EA	REMOVE AND DISPOSE OF EXISTING TREE AND ROOTBALL PER M.A.G. SPECS.

PLOTTED: Mar 08, 2022-4:23pm



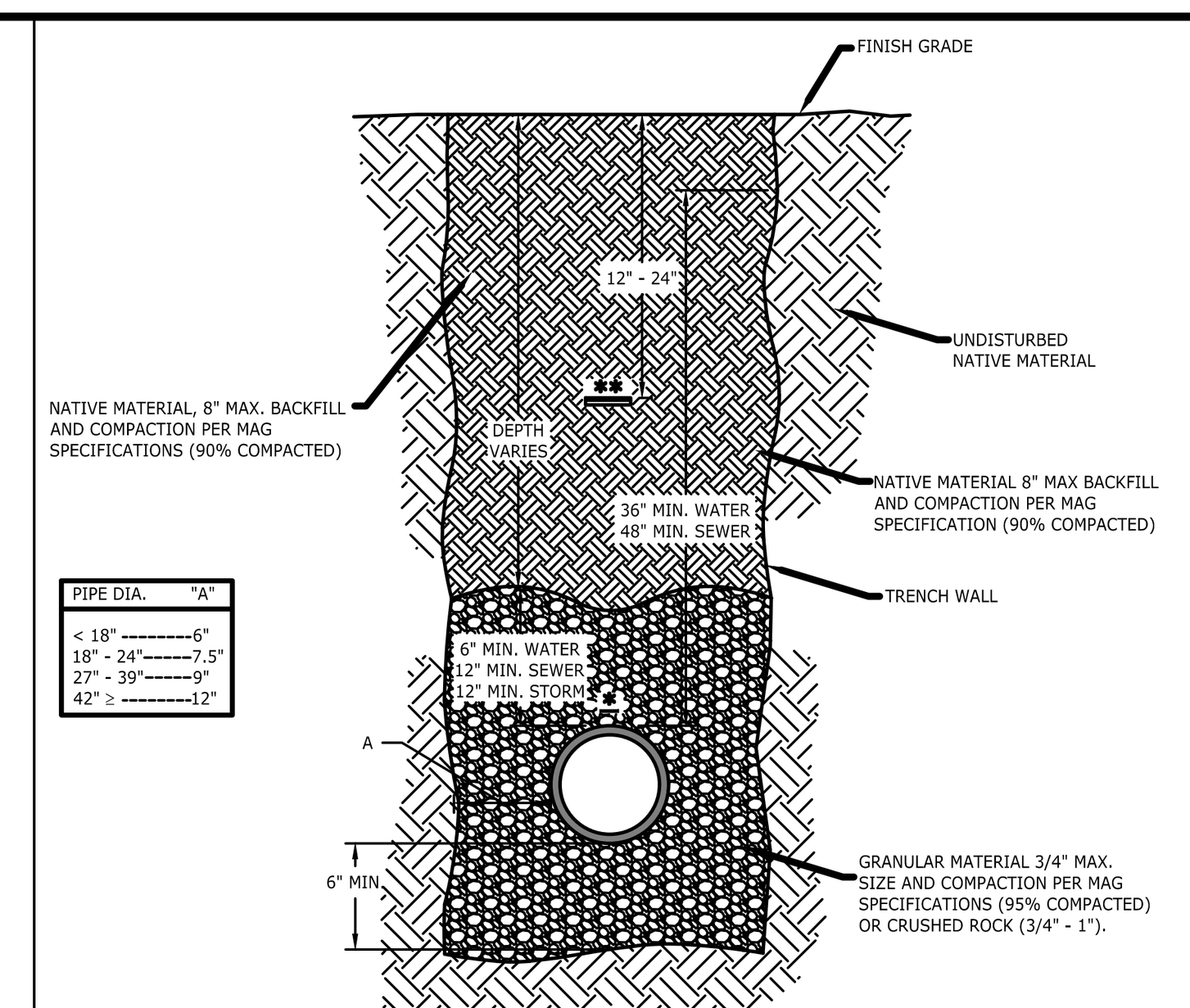
NOTES:
1. NATIVE BACKFILL SHALL BE PER MAG SPECS AND MAY BE SELECTED FROM THE EXCAVATION MATERIAL OR FROM A SOURCE SELECTED BY THE CONTRACTOR AND APPROVED BY THE CITY ENGINEER.
2. NON-SHRINK BACKFILL IN ACCORDANCE WITH COF STD. 9-6-030 AND MAY BE USED FOR BACKFILL UP TO EXISTING SUBGRADE. THE NON-SHRINK BACKFILL SHALL BE PROPORTIONED AS FOLLOWS: 2600 LBS OF 3/8" MINUS AGGREGATE, 800 LBS SAND, 94 LBS CEMENT AND 11 GALLONS WATER

* TRACER WIRE TAPED TO TOP CENTER OF MAIN WITH 10MIL PVC TAPE ON 4' CENTERS, SEE COF STD 9-01-020.

** WARNING TAPE

NTS

City of Flagstaff ENGINEERING DETAIL — TRENCHING AND BACKFILL NEW PAVED STREET — DETAIL NO. 09-01-031 — REVISION DATE: 12/30/2017 — 1/1



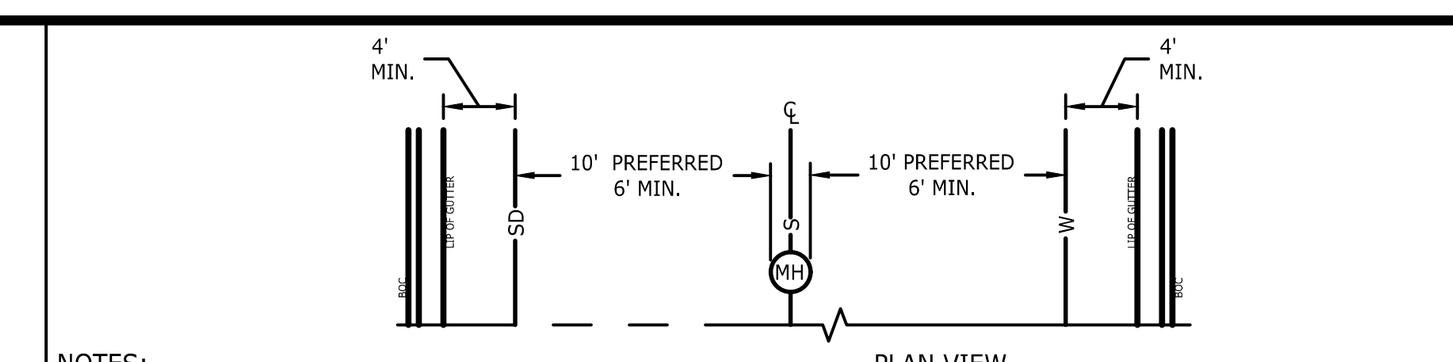
NOTES:
1. NATIVE BACKFILL SHALL BE PER MAG SPECS AND MAY BE SELECTED FROM THE EXCAVATION MATERIAL OR FROM A SOURCE SELECTED BY THE CONTRACTOR AND APPROVED BY THE CITY ENGINEER.
2. IF THE UNPAVED STREET HAS A SURFACE MATERIAL (ABC, CINDERS, ETC) OTHER THAN NATIVE, THE SURFACE MATERIAL SHALL BE REPLACED TO ITS EXISTING DEPTH.
3. NON-SHRINK BACKFILL IN ACCORDANCE WITH COF STD. 9-6-030 AND MAY BE USED FOR BACKFILL UP TO 6" BELOW FINISH GRADE. THE FINAL 6" SHALL BE NATIVE MATERIAL 8" MAX. THE NON-SHRINK BACKFILL SHALL BE PROPORTIONED AS FOLLOWS: 2600 LBS OF 3/8" MINUS AGGREGATE, 800 LBS SAND, 94 LBS CEMENT AND 11 GALLONS WATER

* TRACER WIRE TAPED TO TOP CENTER OF MAIN WITH 10MIL PVC TAPE ON 4' CENTERS, SEE COF STD 9-01-020.

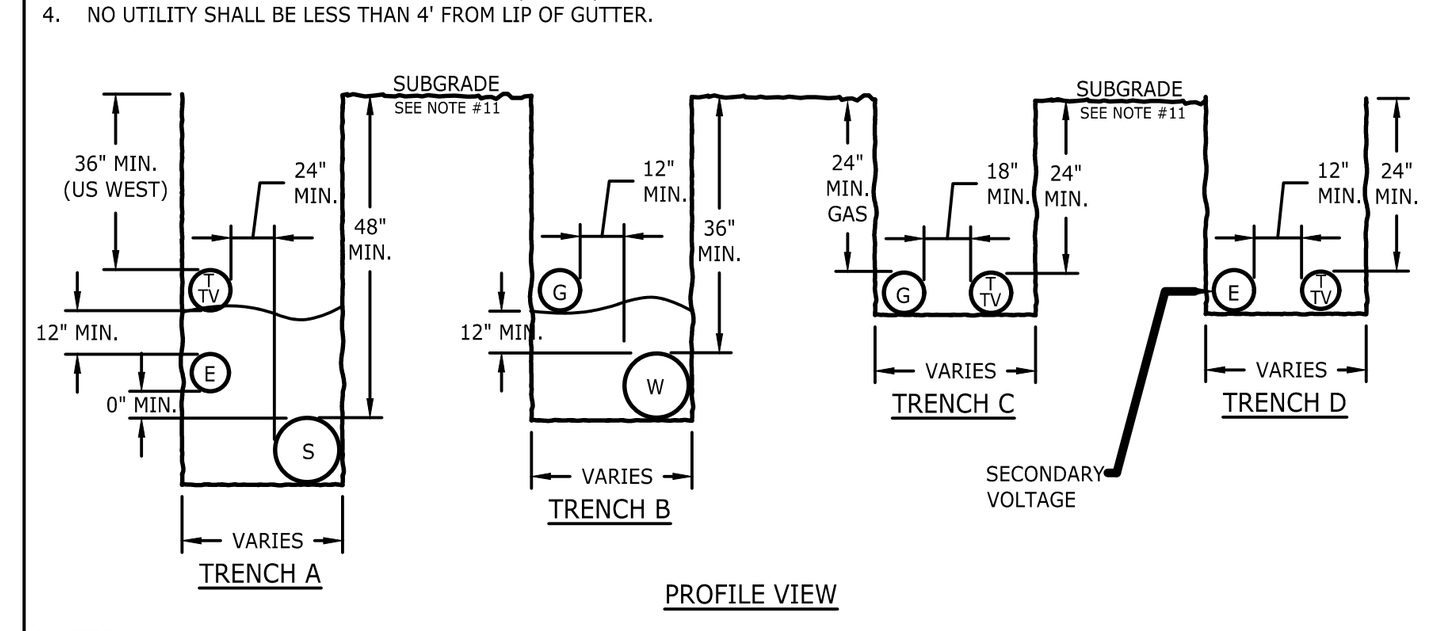
** WARNING TAPE

NTS

City of Flagstaff ENGINEERING DETAIL — TRENCHING AND BACKFILL UNPAVED EASEMENT OR STREET — DETAIL NO. 09-01-032 — REVISION DATE: 12/30/2017 — 1/1



NOTES:
1. WHERE POSSIBLE SEWER SHOULD BE LOCATED AT THE CENTERLINE.
2. WATER SHOULD BE 10' NORTH OR EAST OF CENTERLINE (MIN. 6' SEPARATION FROM SEWER.)
3. STORMDRAIN SHOULD BE 10' FROM SEWER (MIN. 6') ON THE OPPOSITE SIDE OF WHERE WATER IS LOCATED.
4. NO UTILITY SHALL BE LESS THAN 4' FROM LIP OF GUTTER.

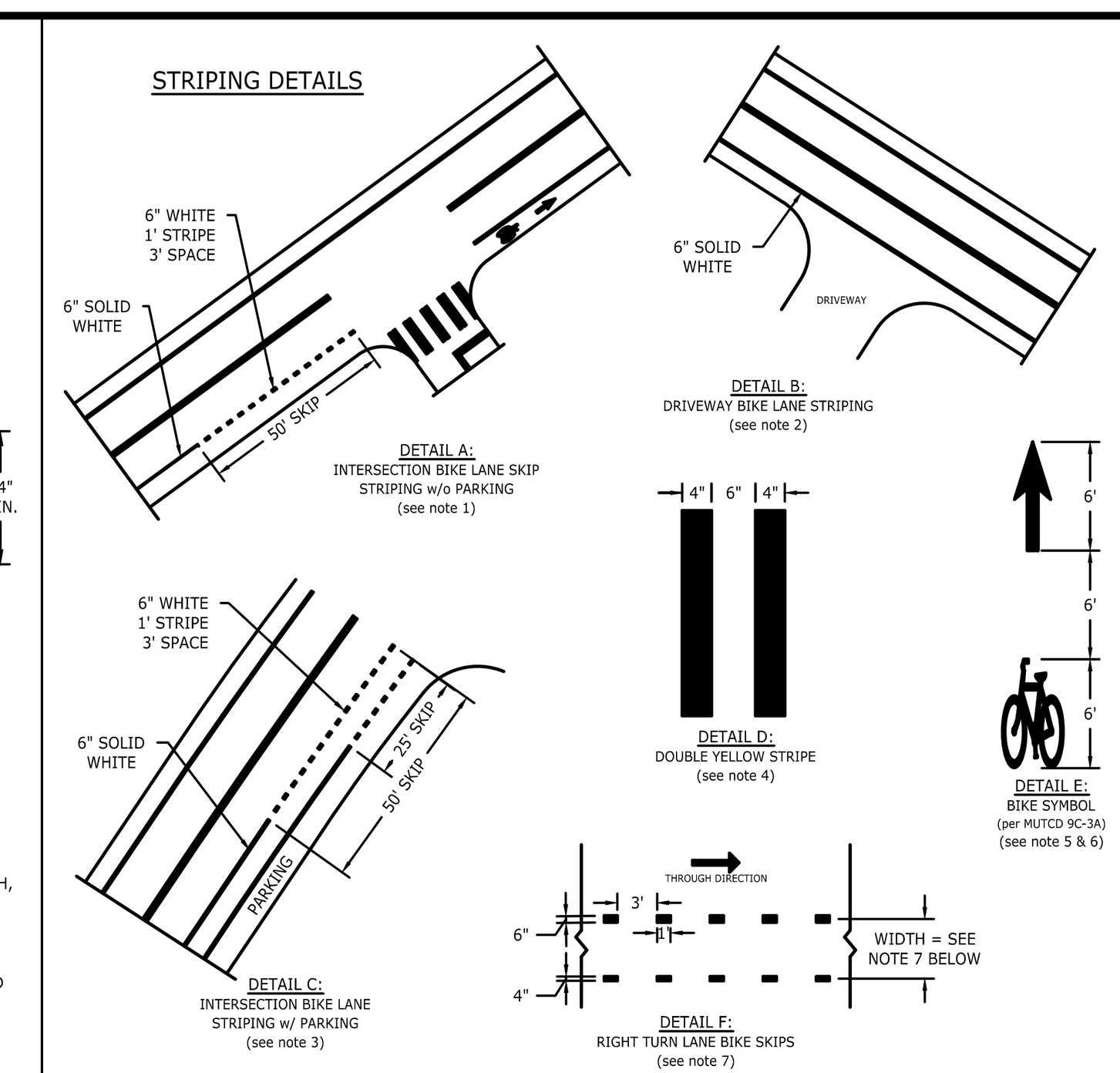


NOTES:
1. THE DIMENSIONS GIVEN IN THESE TRENCH DETAILS ARE MINIMUM. DEPENDING ON THE NUMBER AND SIZE OF UTILITIES IN A TRENCH, ADDITIONAL COVER AND/OR CLEARANCES MAY BE REQUIRED.
2. MINIMUM COVER SHALL BE MEASURED FROM THE TOP OF THE PIPE TO THE SUBGRADE UNDER EXISTING OR PROPOSED PAVEMENT. IN AREAS THAT ARE NOT TO BE PAVED, MINIMUM COVER SHALL BE MEASURED FROM FINISHED GRADE.
3. MINIMUM HORIZONTAL DISTANCE BETWEEN WATER AND SEWER PIPS IS 6 FEET.
4. WHEN SEWER AND WATER LINES CROSS, REFER TO ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (A.D.E.Q.) GUIDELINES, AND OTHER CITY STANDARDS.
5. WHILE POWER AND COMMUNICATION CABLES MAY BE INSTALLED IN SANITARY SEWER TRENCHES, A SEPARATE TRENCH MAY BE REQUIRED WHEN DEEMED NECESSARY BY UTILITY COMPANIES.
6. WATER AND ELECTRIC POWER LINES ARE NOT ALLOWED IN THE SAME TRENCH.
7. GAS AND SEWER LINES ARE NOT ALLOWED IN THE SAME TRENCH
8. TWO WORKING DAYS BEFORE YOU DIG, CALL FOR THE BLUE STAKES 1-800-STAKE-IT
9. TRACER WIRES SHALL BE INSTALLED IN ACCORDANCE WITH STANDARD 9-01-020.
10. WHEN POWER AND COMMUNICATION CABLES ARE NOT IN THE SAME TRENCH, THEY SHALL HAVE A MINIMUM HORIZONTAL SEPARATION OF 36" FROM WATER LINES AND 24" FROM SEWER LINES, AND SHALL MAINTAIN A MINIMUM OF 24" ABOVE SEWER LINES. WHEN GAS LINES ARE NOT IN THE SAME TRENCH, A MINIMUM HORIZONTAL SEPARATION OF 36" FROM SEWER LINES AND 18" FROM WATER LINES SHALL BE MAINTAINED; GAS LINES SHALL ALSO BE A MINIMUM OF 18" ABOVE WATER LINES. ALL MEASUREMENTS SHALL BE MADE FROM THE OUTSIDE EDGE OF PIPE OR CABLE.
11. MINIMUM DEPTHS FOR POWER, GAS, TELEVISION, AND COMMUNICATION ARE MEASURED FROM FINISHED GRADE.
12. ALL WATERLINE (FIRE HYDRANT LEAD LINES, FIRE LINES AND SERVICE LINES SHALL HAVE A MINIMUM HORIZONTAL SEPARATION OF 3')

NTS

City of Flagstaff ENGINEERING DETAIL — UNDERGROUND UTILITIES IN STREETS TYPICAL LOCATION AND TRENCH DETAIL — DETAIL NO. 09-01-010 — REVISION DATE: 12/30/2017 — 1/1

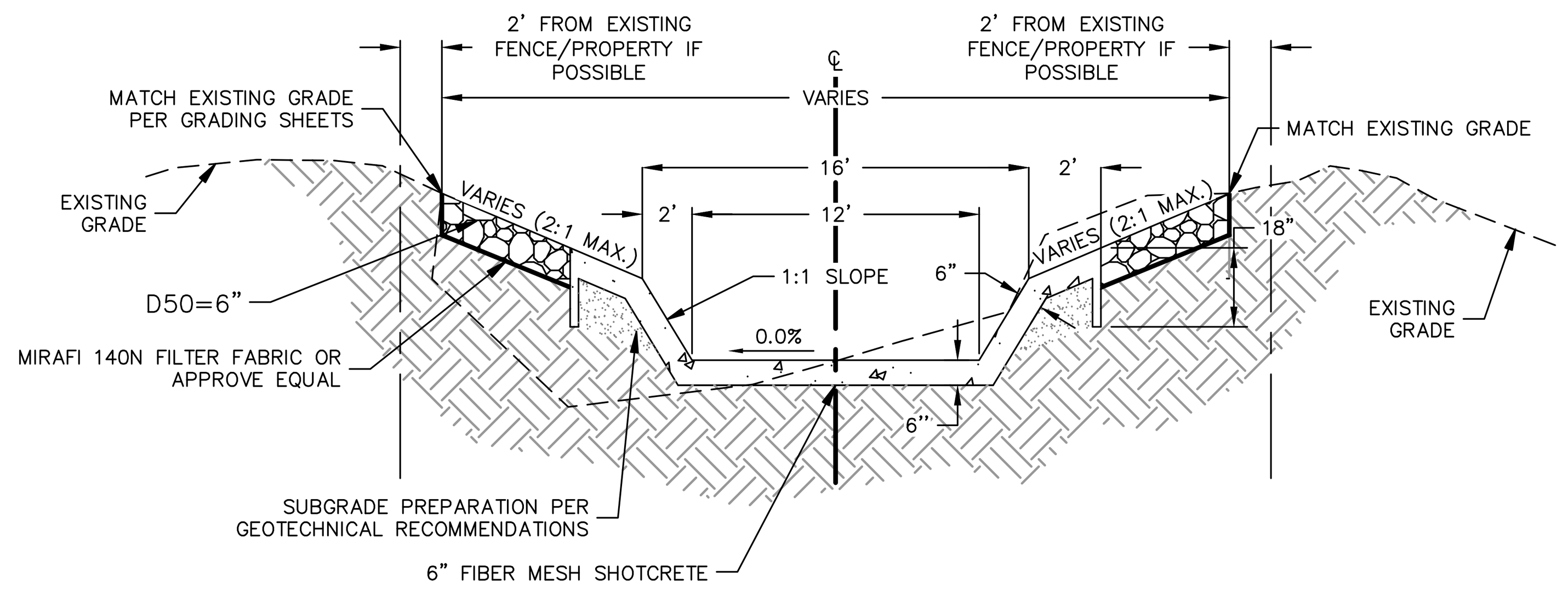
STRIPING DETAILS



NOTES:
1. USED WHEN A BIKE LANE APPROACHES AN INTERSECTION, STRIPE A SKIP SECTION OF 50 FEET ENDING AT CURB RETURN.
2. SOLID BIKE STRIPING SHALL CONTINUE ACROSS DRIVEWAYS.
3. WHEN PARKING APPROACHES AN INTERSECTION, STRIPE A SKIP SECTION OF 50 FEET ON THE TRAVEL LANE SIDE OF THE BIKE LANE AND A 25 FOOT SECTION ON THE PARKING SIDE OF THE BIKE LANE.
4. DOUBLE YELLOW STRIPING SHALL BE A 4" WIDE STRIPE, A 6" WIDE GAP, AND A 4" WIDE STRIPE.
5. BIKE LANE SYMBOLS SHALL BE 15 FEET FROM THE CURB RETURN ON THE DOWNSTREAM LEG OF ALL INTERSECTIONS.
6. THE GAPS BETWEEN BIKE SYMBOLS SHALL BE RELATIVELY STANDARD SPACING OF NO MORE THAN ½ MILE LONG.
7. TYPICAL BIKE LANE WIDTH = 4.5', EXCEPT WHEN ADJACENT TO ON-STREET PARKING AND/OR WHEN BIKE LANE TRAVERSES BETWEEN TURN LANES, THEN WIDTH = 5'.

NTS

City of Flagstaff ENGINEERING DETAIL — INTERSECTION STRIPING — DETAIL NO. 16-06-010 — REVISION DATE: 12/30/2017 — 2/4

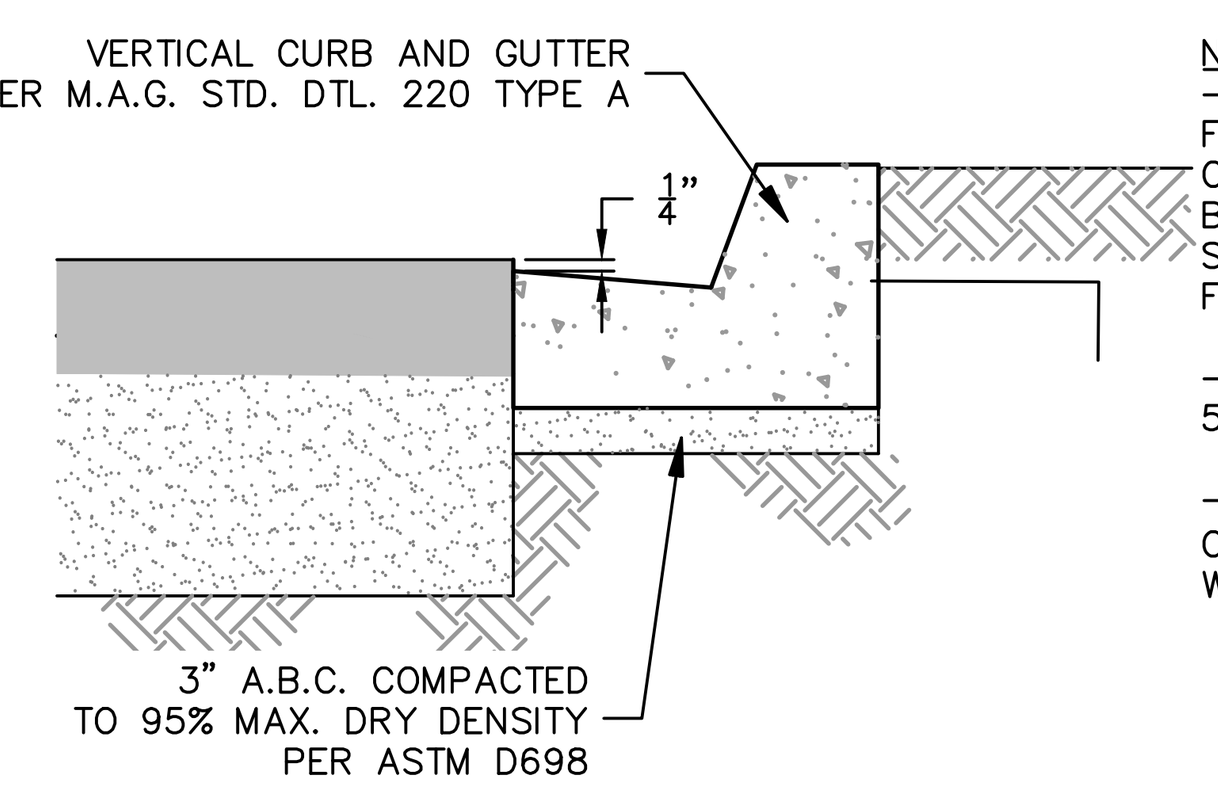


RIPRAP GRADATION TABLE

PERCENT PASSING	SIZE	D-50 CLASS RIPRAP, INCHES						
		6	9	12	18	24	.	
100 to 90	2.0 D-50	12	18	24	36	48	72	
85 to 70	1.5 D-50	9	14	18	27	36	54	45
50 to 30	1.0 D-50	6	9	12	18	24	36	30
15 to 5	0.67 D-50	4	6	8	12	16	24	20
5 to 0	0.33 D-50	2	3	4	6	8	12	10

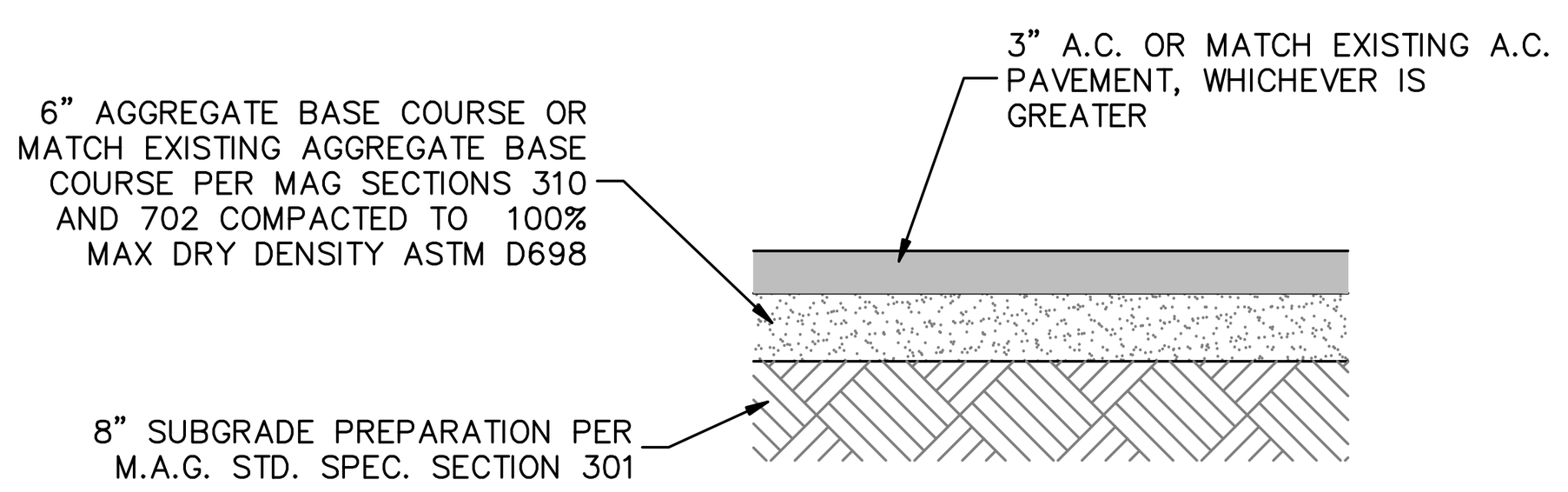
RIPRAP
-RIPRAP SHALL HAVE A BULK SPECIFIC GRAVITY OF 2.4 OR GREATER (PER ASTM C127) AND ALL ROCK SHALL BE ANGULAR
-RIPRAP SHALL BE BETWEEN 3-INCHES AND 12-INCHES IN DIAMETER, WITH 50% (BY WEIGHT) LARGER THAN 6-INCHES IN DIAMETER UNLESS OTHERWISE SPECIFIED BY THE CITY ENGINEER

SHOTCRETE CHANNEL DETAIL (1/DT01)
NO SCALE

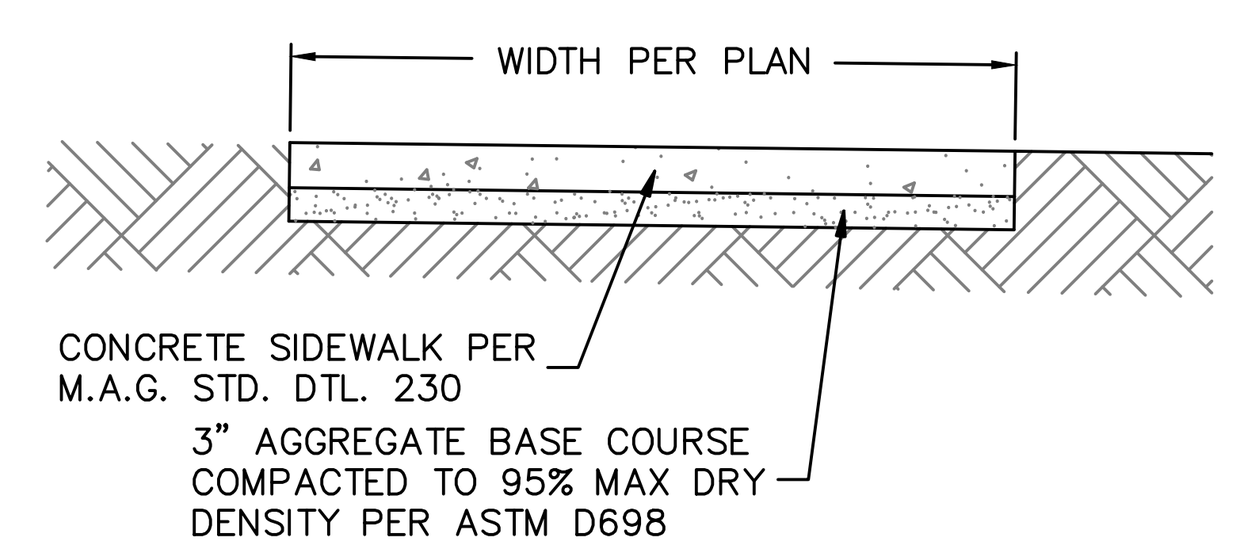


NOTES:
-WHERE DRAINAGE IS TO FLOW AWAY FROM THE CURB, THE GUTTER SHALL BE CONSTRUCTED TO SLOPE AWAY FROM THE FLOWLINE.
-CONCRETE SHALL HAVE 5% TO 7% AIR ENTRAINMENT.
-CONCRETE SHALL BE CLASS "A" IN ACCORDANCE WITH M.A.G. SPEC. SEC. 725.

VERTICAL CURB & GUTTER (2/DT01)
NO SCALE

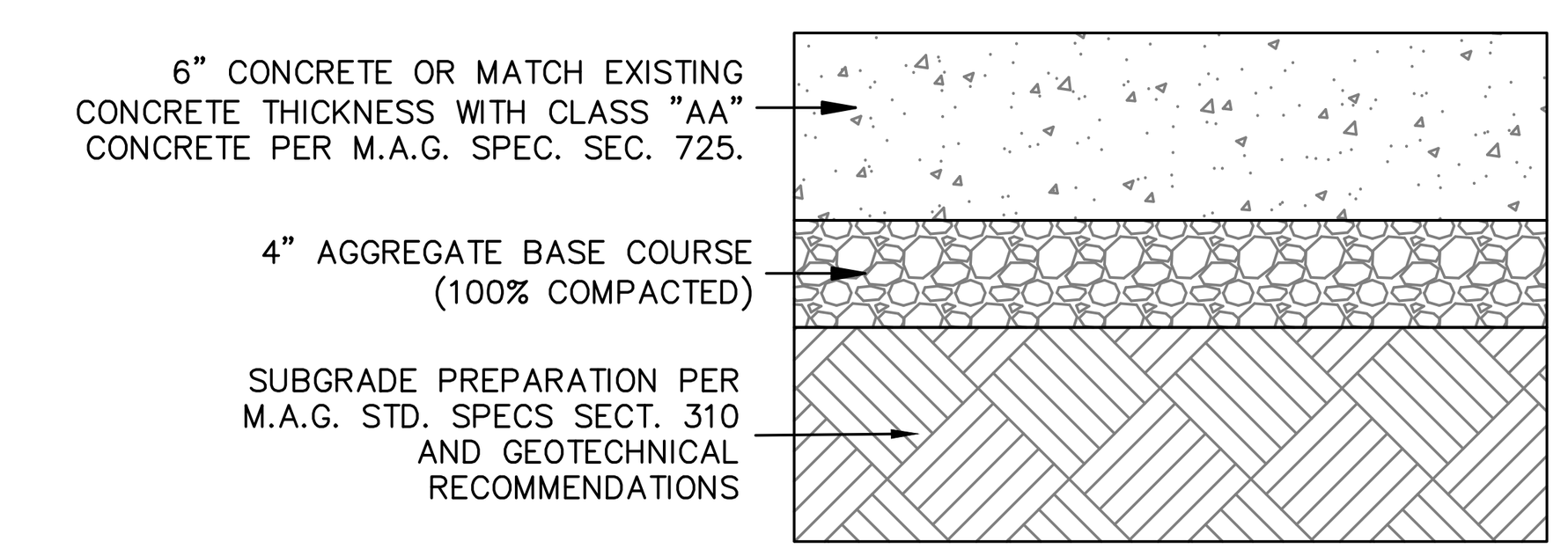


PAVEMENT STRUCTURAL SECTION (3/DT01)
NO SCALE



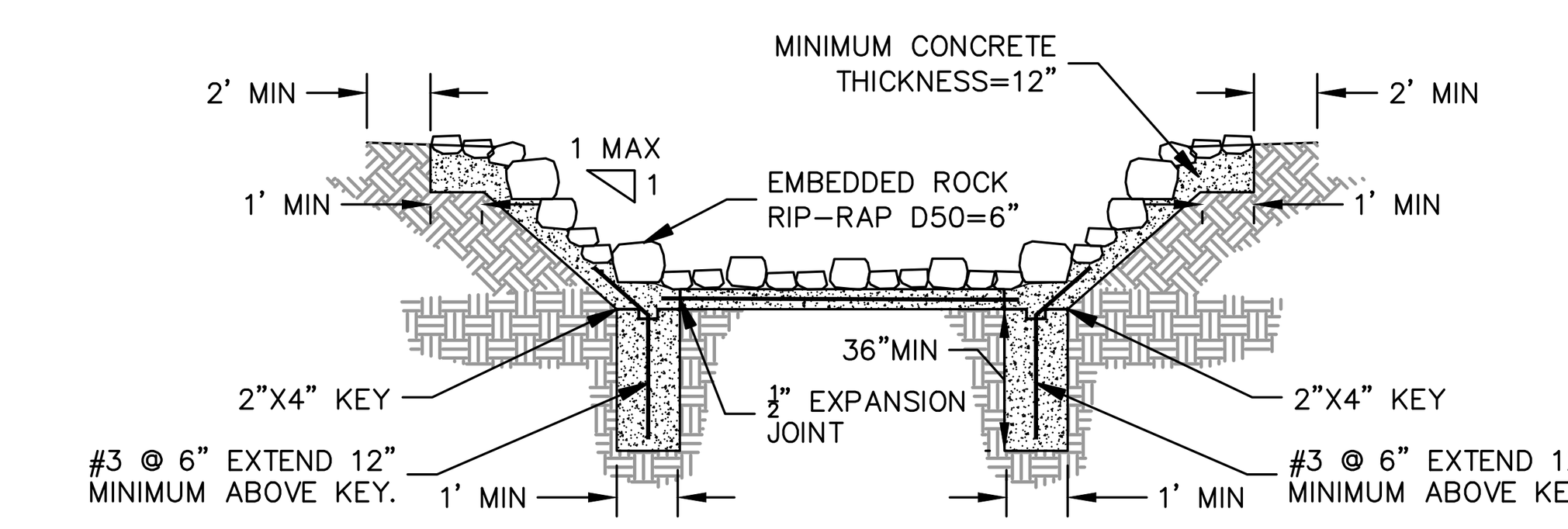
NOTES:
-CONCRETE SHALL HAVE 5% TO 7% AIR ENTRAINMENT.
-CONCRETE SHALL BE CLASS "A" IN ACCORDANCE WITH M.A.G. SPEC. SEC. 725.

SIDEWALK (4/DT01)
NO SCALE

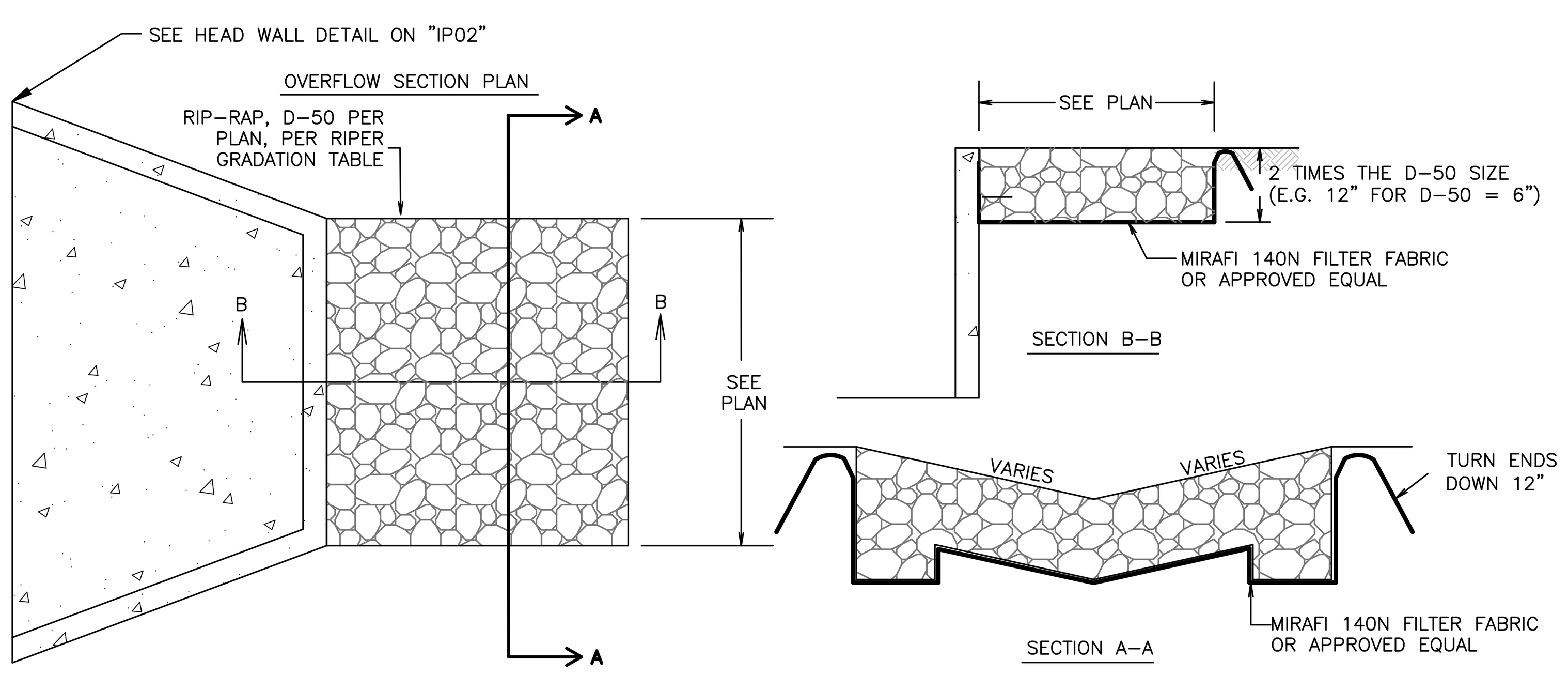


*SEE GEOTECHNICAL REPORT FOR COMPACTION AND EARTHWORK RECOMMENDATIONS

CONCRETE PAVEMENT SECTION (5/DT01)
NO SCALE



GROUTED RIPRAP DETAIL (6/DT01)
NO SCALE



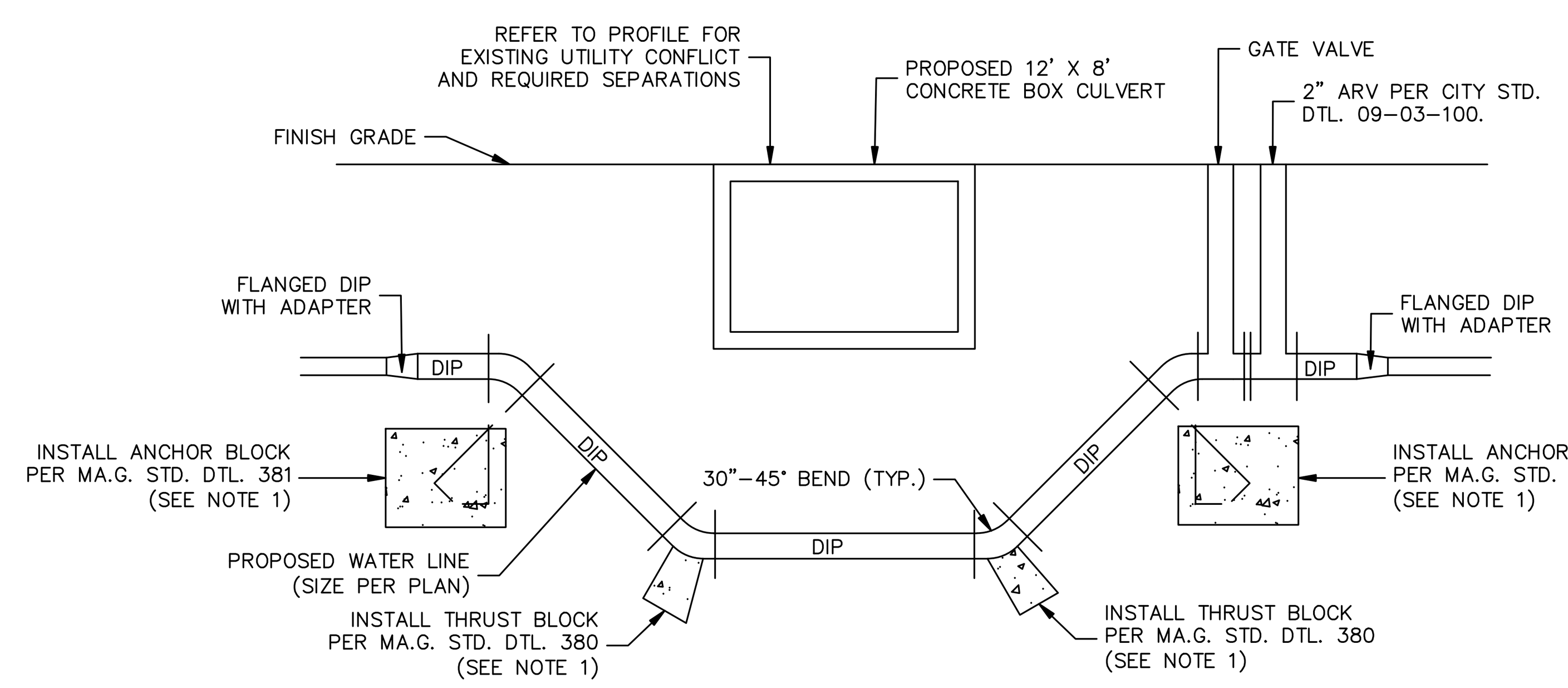
RIPRAP
-RIPRAP SHALL HAVE A BULK SPECIFIC GRAVITY OF 2.4 OR GREATER (PER ASTM C127) AND ALL ROCK SHALL BE ANGULAR
-RIPRAP SHALL BE BETWEEN 3-INCHES AND 12-INCHES IN DIAMETER, WITH 50% (BY WEIGHT) LARGER THAN 6-INCHES IN DIAMETER UNLESS OTHERWISE SPECIFIED BY THE CITY ENGINEER

WIRE-TIED ROCK MATTRESS
-MATTRESS SHOULD BE DIVIDED INTO COMPARTMENTS SO THAT FAILURE OF ONE SECTION OF THE MATTRESS WILL NOT CAUSE LOSS OF THE ENTIRE MATTRESS.
-INSTALL DIAPHRAGMS AT A NOMINAL 2 FOOT SPACING WITHIN EACH OF THE GABON UNITS TO PROVIDE THE RECOMMENDED COMPARTMENTALIZATION
-MAXIMUM SIZE OF STONE SHOULD NOT EXCEED THE THICKNESS OF INDIVIDUAL MATTRESS UNITS OR SMALLER THAN THE WIRE-MESH OPENING. ROCK SIZE SHALL BE D50=12" PLACED AT 24" THICK.

RIPRAP GRADATION TABLE

PERCENT PASSING	SIZE	D-50 CLASS RIPRAP, INCHES				
		6	9	12	18	24
100 to 90	2.0 D-50	12	18	24	36	48
85 to 70	1.5 D-50	9	14	18	27	36
50 to 30	1.0 D-50	6	9	12	18	24
15 to 5	0.67 D-50	4	6	8	12	16
5 to 0	0.33 D-50	2	3	4	6	8

RIPRAP INSTALLATION DETAIL (7/DT01)
NO SCALE



NOTES:
1. ALL BENDS SHALL BE RESTRAINED WITH THRUST BLOCKS PER M.A.G. DTLS. 380 AND 381 AND AS MODIFIED PER C.O.F. ADDENDUM TO M.A.G. SECTION 13-21-002.
2. INSTALL CLASS 250 FLANGED DUCTILE IRON PIPE WITH ADAPTER.
3. SIZE WILL VARY BETWEEN EXISTING RECLAIMED WATERLINE AND THE EXISTING WATERLINE.

VERTICAL WATER REALIGNMENT (8/DT01)
NO SCALE

CITY OF FLAGSTAFF APPROVAL STAMP

PRELIMINARY NOT FOR CONSTRUCTION, BIDDING, OR RECORDING

Registered Professional Engineer — CERTIFICATE No. 58405 — STEPHEN C. IRWIN — Date Signed 3/08/22 — ARIZONA, U.S.A.

C.O.F. #PZ-21-00259

FLAGSTAFF ARIZONA

SPRUCE AVE. WASH IMPROVEMENTS

DETAIL SHEET

JOB NO:	20285
DATE:	MAR 22
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	KMF
CHECKED:	BD

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

REVISIONS

NO.	DESCRIPTION	DATE	BY

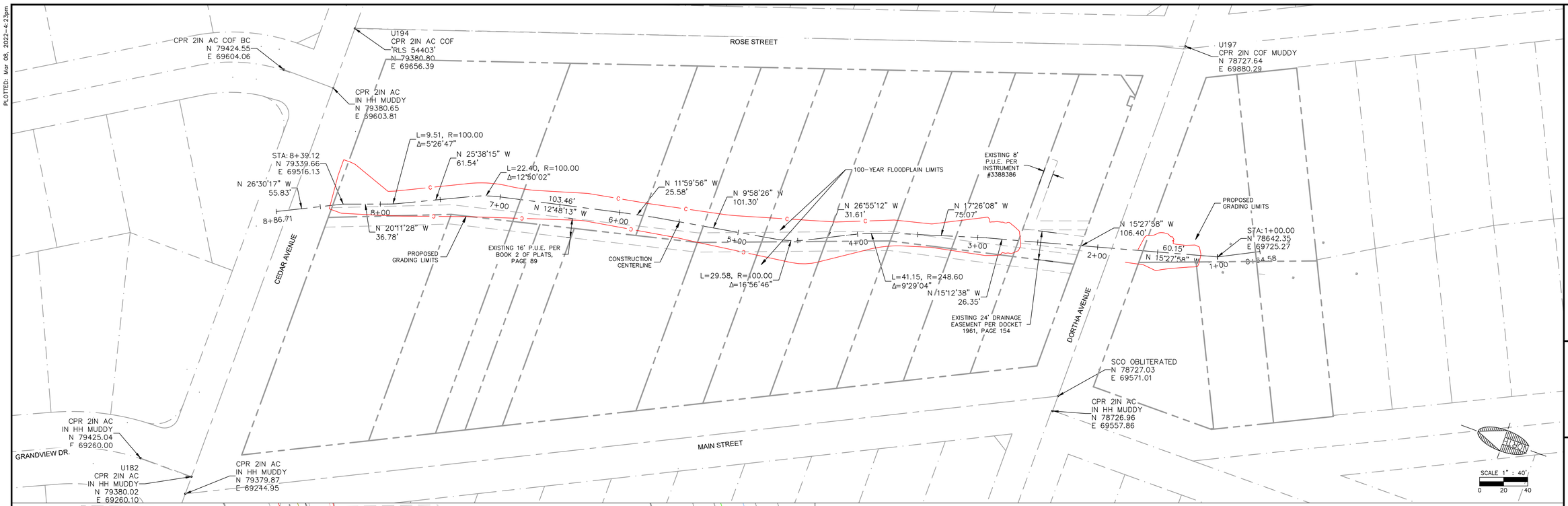
Call at least two full working days before you begin excavation. ARIZONA811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

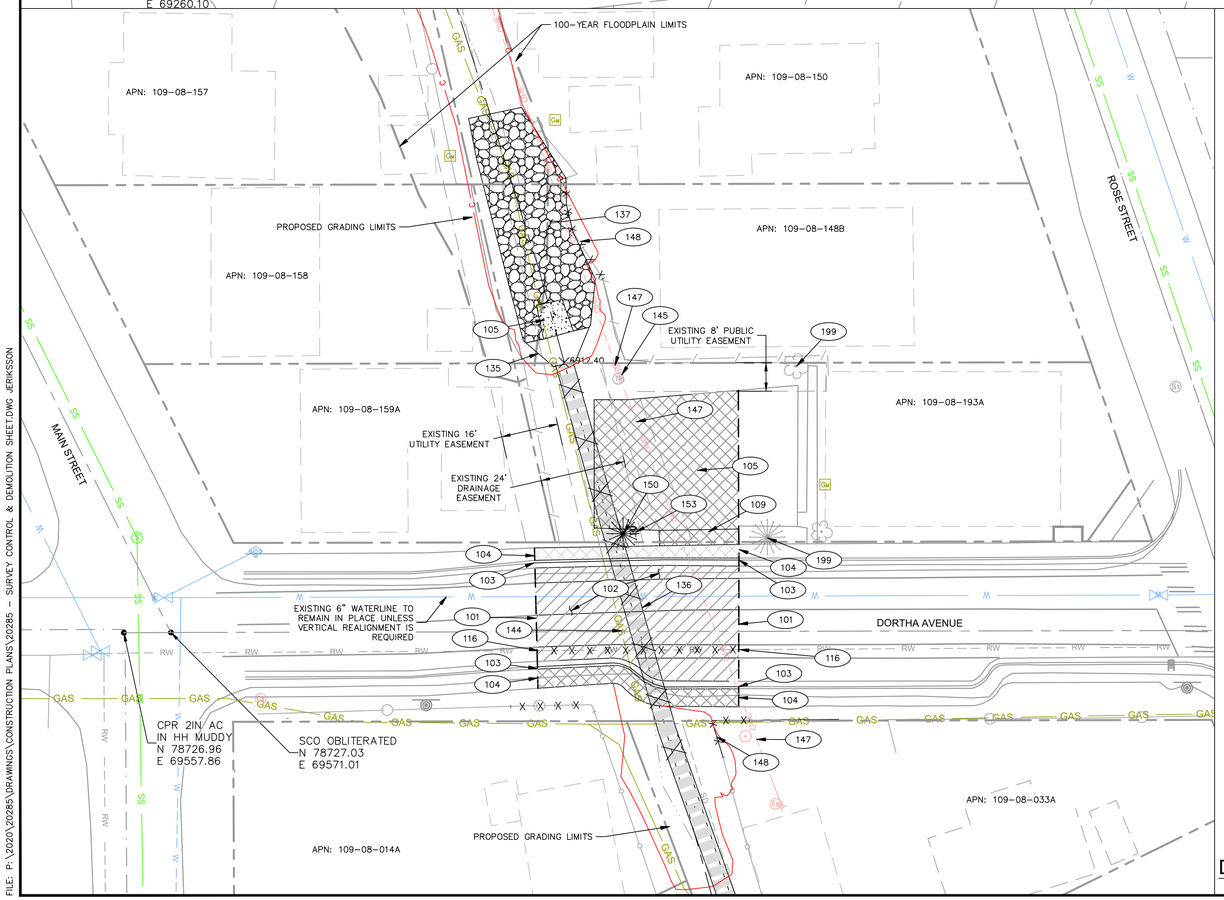
DRAWING NO. DT01

SHT NO. 3 OF 13

FILE: P:\2020\20285\DRAWINGS\CONSTRUCTION PLANS\20285 - DETAIL SHEETS.DWG JERIKSSON

PLOTTED: Mar 08, 2022 - 4:23pm





CONSTRUCTION NOTES

101	58	LF	SAWCUT EXISTING AC PAVEMENT (MIN 2") PER M.A.G. SPECS. 336 & 350.
102	182	SY	REMOVE AND DISPOSE OF EXISTING AC PAVEMENT PER M.A.G. SPECS. 336 & 350.
103	115	LF	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER PER M.A.G. SPECS. 336 & 350.
104	407	SF	REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK PER M.A.G. SPECS. 336 & 350. SIDEWALK SHALL BE REMOVED TO NEAREST JOINT.
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137	1,270	SF	REMOVE AND DISPOSE OF EXISTING GROUTED RIPRAP PER M.A.G. SPECS. 336 & 350.
144		NPI	CONTRACTOR AND UNISOURCE TO COORDINATE REMOVAL AND RELOCATION OF EXISTING GAS LINE AND APPURTENANCES. CONTRACTOR TO PROTECT ALL EXISTING SERVICES IN PLACE IF APPLICABLE.
145		NPI	CONTRACTOR TO PROTECT IN PLACE EXISTING TELECOMMUNICATIONS LINE AND APPURTENANCES.
147		NPI	CONTRACTOR TO PROTECT IN PLACE EXISTING OVERHEAD ELECTRIC LINE AND APPURTENANCES. COORDINATE POLE SUPPORT WITH APS DURING CONSTRUCTION AS NEEDED.
148	77	LF	REMOVE AND REPLACE EXISTING PRIVATE FENCE PER M.A.G. SPECS. 336 & 350.
153	1	EA	CONTRACTOR TO REMOVE AND REINSTALL EXISTING PRIVATE MAILBOX PER M.A.G. SPECS. 336 & 350. COORDINATE WITH CITY AND OWNER FOR REINSTALLATION.
199		NPI	PROTECT EXISTING TREE IN PLACE.

COORDINATE SYSTEM DETAILS

LINEAR UNIT: INTERNATIONAL FEET
GEODETIC DATUM: NAD 83 (CONUS)
VERTICAL DATUM: NAVD 88, REFERENCED FROM NGS CONTROL POINT "AZFL"
SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION PROJECTION (2015)

PROJECTION:
TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN: 35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN: 111° 37' 00" W
NORTHING AT GRID ORIGIN: 0 FT
EASTING AT CENTRAL MERIDIAN: 70,000 FT
CENTRAL MERIDIAN SCALE FACTOR: 1.000333 (EXACT)

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODEDIC NORTH; NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM NGS CONTROL POINT "AZFL" USING GPS WITH NGS GEOID MODEL "GEOID12A". ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE PUBLISHED ELEVATION OF THIS STATION.

THE SURVEY WAS CONDUCTED USING GPS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. A PARTIAL LIST OF POINT COORDINATES FOR THIS SURVEY IS GIVEN BELOW (ADDITIONAL COORDINATES ARE AVAILABLE UPON REQUEST). LOCAL NETWORK ESTIMATES ARE GIVEN AT THE 95% CONFIDENCE LEVEL AND ARE BASED ON A LEAST-SQUARES ADJUSTMENT OF STATISTICALLY INDEPENDENT OBSERVATIONS.

POINT U182 = FOUND CPR 2IN AC IN HH MUDDY ON INTERSECTION OF GRANDVIEW DR. AND E. CEDAR AVE.
NORTHING = 79380.02 FT
EASTING = 69260.10 FT
ELEVATION = 6932.518 FT

POINT U194 = FOUND CPR 2IN AC COF ON INTERSECTION OF N. ROSE ST. AND E. CEDAR AVE.
NORTHING = 79380.80 FT
EASTING = 69656.39 FT
ELEVATION = 6929.484 FT

POINT U197 = FOUND CPR 2IN COF MUDDY ON INTERSECTION OF N. ROSE ST. AND E. DORTHA AVE.
NORTHING = 78727.64 FT
EASTING = 69880.29 FT
ELEVATION = 6916.189 FT

CITY OF FLAGSTAFF
APPROVAL STAMP

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. #PZ-21-00259

DEMOLITION PLAN
1"= 20'

FLAGSTAFF
ARIZONA

SPRUCE AVE. WASH IMPROVEMENTS

SURVEY CONTROL AND DEMOLITION PLAN (1)

JOB NO:	20285
DATE:	MAR 22
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	KMF
CHECKED:	BD

NO.	DESCRIPTION	DATE	BY
REVISIONS			

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

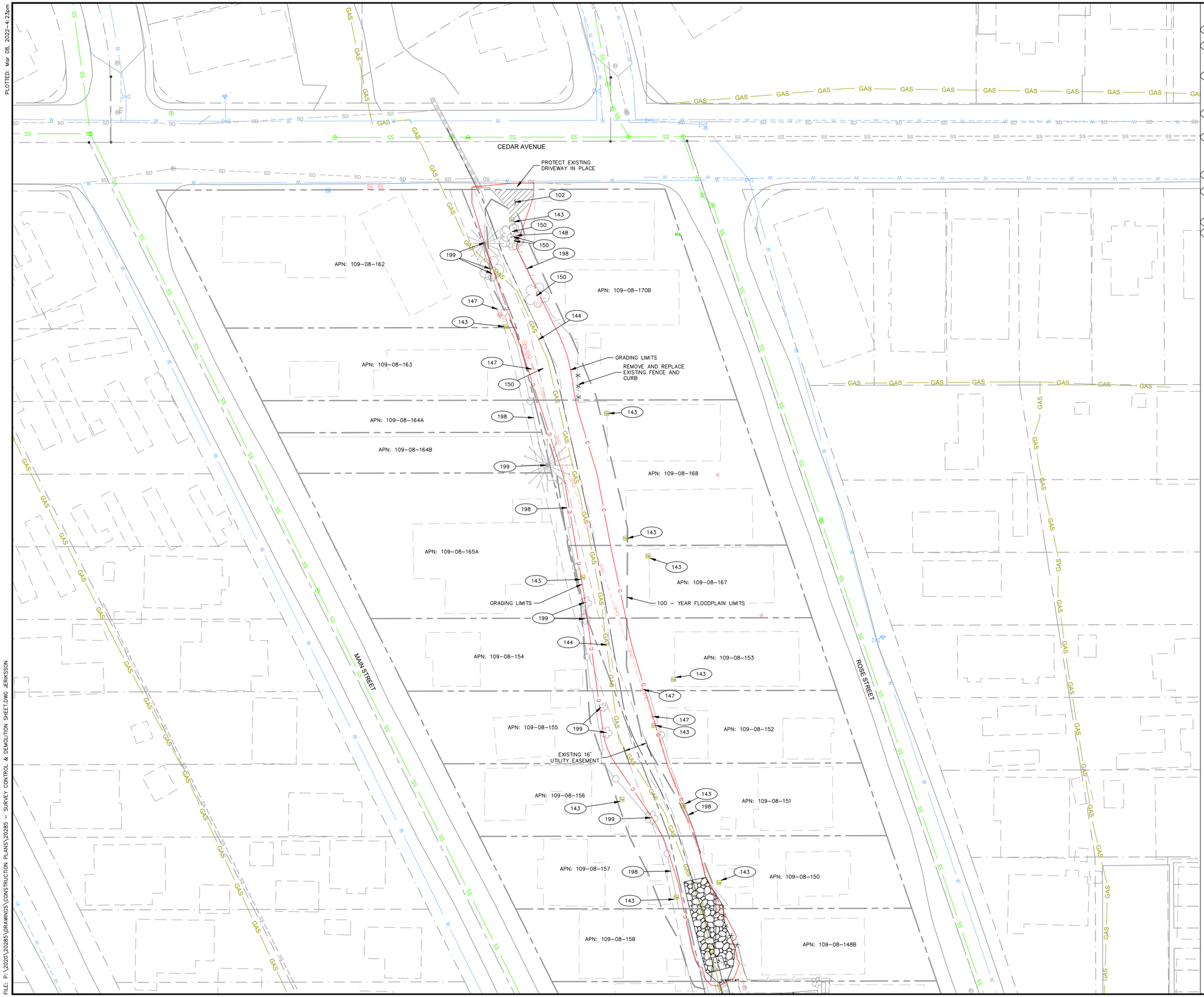
Call at least two full working days before you dig in Arizona
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
SV01

SHT NO. 4 OF 13

FILE: P:\2020\20285\DRAWINGS\CONSTRUCTION PLANS\20285 - SURVEY CONTROL & DEMOLITION SHEET.DWG, JERKSSON

PLOTTED: Mar 08, 2022 - 4:23pm



CONSTRUCTION NOTES

102	40	SY	REMOVE AND DISPOSE OF EXISTING AC PAVEMENT PER M.A.G. SPECS. 336 & 350.
143		NPI	CONTRACTOR AND UNISOURCE TO COORDINATE REMOVAL AND REPLACEMENT OF EXISTING GAS METERS. IF APPLICABLE PROTECT EXISTING GAS METER IN PLACE.
144		NPI	CONTRACTOR AND UNISOURCE TO COORDINATE REMOVAL AND RELOCATION OF EXISTING GAS LINE AND APPURTENANCES. CONTRACTOR TO PROTECT ALL EXISTING SERVICES IN PLACE IF APPLICABLE.
145		NPI	CONTRACTOR TO PROTECT IN PLACE EXISTING TELECOMMUNICATIONS LINE AND APPURTENANCES.
147		NPI	CONTRACTOR TO PROTECT IN PLACE EXISTING OVERHEAD ELECTRIC LINE AND APPURTENANCES. COORDINATE POLE SUPPORT WITH APS DURING CONSTRUCTION AS NEEDED.
148	11	LF	REMOVE AND REPLACE EXISTING PRIVATE FENCE PER M.A.G. SPECS. 336 & 350.
150	5	EA	REMOVE AND DISPOSE OF EXISTING TREE AND ROOTBALL PER M.A.G. SPECS. 336 & 350. CONTRACTOR TO REMOVE TREES FROM SITE THE SAME DAY THEY ARE DOWNED.
198		NPI	PROTECT EXISTING FENCE IN PLACE
199		NPI	PROTECT EXISTING TREE IN PLACE.

FLAGSTAFF ARIZONA

SPRUCE AVE. WASH IMPROVEMENTS

SURVEY CONTROL AND DEMOLITION PLAN (2)

JOB NO: 20285
DATE: MAR 22
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: KMF
CHECKED: BD

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

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

CITY OF FLAGSTAFF APPROVAL STAMP

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

STEPHEN C. IRWIN
Registered Professional Engineer
No. 36487
Signed
ARIZONA, USA

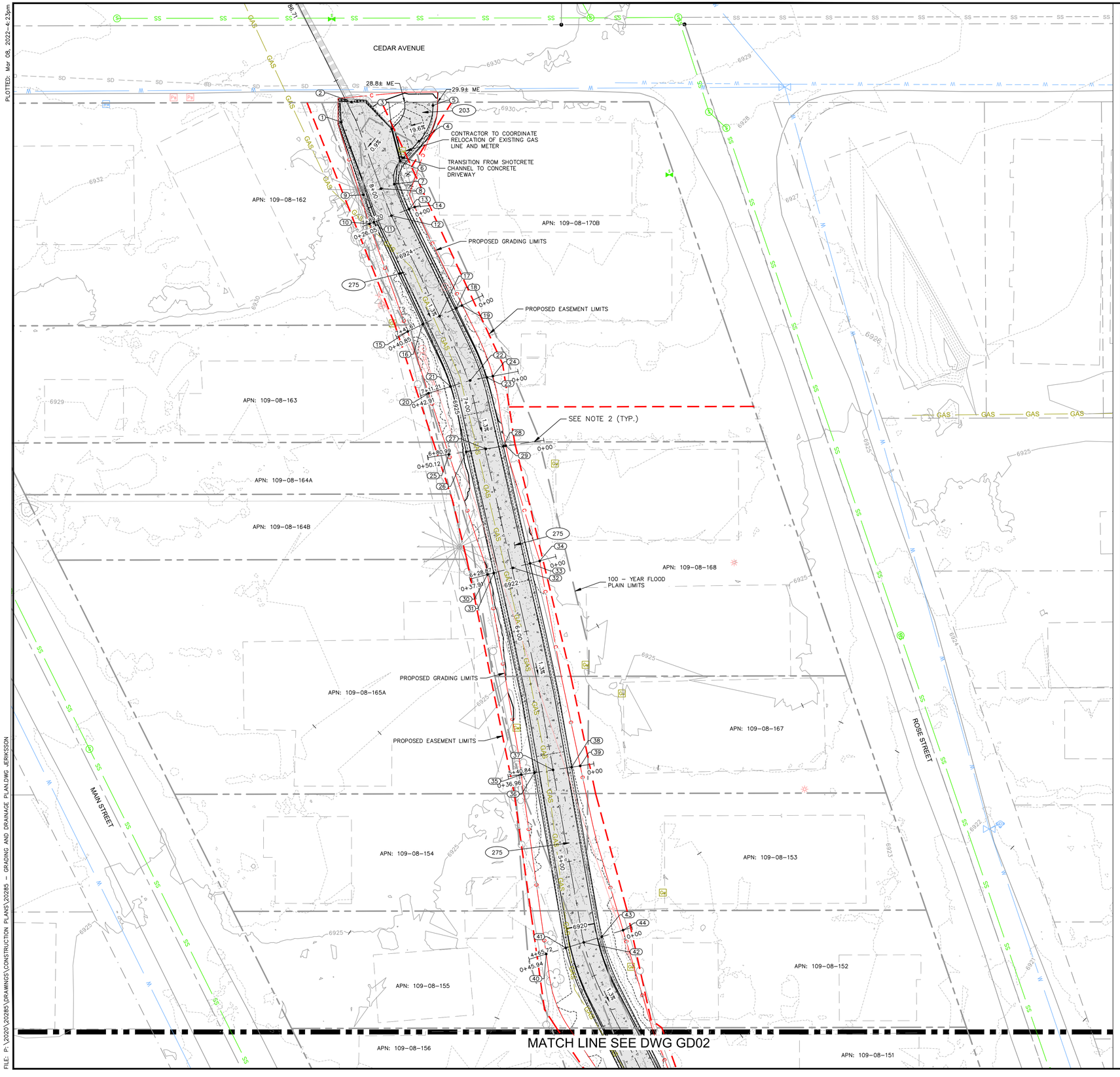
SCALE 1" : 30'
0 15 30

C.O.F. #PZ-21-00259

DRAWING NO.
SV02

SHT NO. 5 OF 13

FILE: P:\2020\20285\DRAWINGS\CONSTRUCTION PLANS\20285 - SURVEY CONTROL & DEMOLITION SHEET.DWG, JERKSSON



PLOTTED: Mar 08, 2022 - 4:23pm

FILE: P:\2020\20285\DRAWINGS\CONSTRUCTION PLANS\20285 - GRADING AND DRAINAGE PLAN.DWG JERIKSSON

POINT TABLE

POINT #	STA/OFFSET	ELEVATION	NORTHING	EASTING	DESCRIPTION
1	STA: 8+33.13, 5.92' L	6924.65	79339.0370	79339.0370	BOTTOM OF WALL
2	STA: 8+38.86, 1.84' R	6925.00	79347.6325	79347.6325	EXISTING INVERT
3	STA: 8+22.28, 13.13' R	6924.75	79336.1217	79336.1217	BOTTOM OF WALL
4	STA: 8+13.38, 22.19' R	6927.23	79330.8992	79330.8992	ACCESS RAMP
5	STA: 8+25.65, 33.07' R	6929.37	79346.1664	79346.1664	ACCESS RAMP
6	STA: 8+08.21, 11.77' R	6924.75	79322.4488	79322.4488	ACCESS RAMP
7	STA: 7+99.85, 6.00' R	6924.40	79312.6155	79312.6155	BOTTOM OF CHANNEL
8	STA: 8+00.00, 0.00'	6924.40	79310.6820	79310.6820	BOTTOM OF CHANNEL
9	STA: 8+00.08, 7.94' L	6926.35	79308.0109	79308.0109	BOTTOM OF CHANNEL
10	STA: 7+88.17, 10.01' L	6928.68	79295.6354	79295.6354	TOP OF SLOPE
11	STA: 7+88.06, 8.00' L	6926.27	79296.3361	79296.3361	TOP OF CONC CHANNEL
12	STA: 7+87.61, 0.00'	6924.23	79299.1285	79299.1285	BOTTOM OF CONC CHANNEL
13	STA: 7+87.07, 8.00' R	6926.21	79301.9217	79301.9217	TOP OF CONC CHANNEL
14	STA: 7+86.88, 10.54' R	6927.74	79302.8092	79302.8092	TOP OF SLOPE
15	STA: 7+40.02, 15.11' L	6927.60	79249.6651	79249.6651	TOP OF SLOPE
16	STA: 7+40.02, 8.00' L	6925.60	79252.7462	79252.7462	TOP OF CONC CHANNEL
17	STA: 7+40.02, 0.00'	6923.60	79256.2109	79256.2109	BOTTOM OF CONC CHANNEL
18	STA: 7+40.03, 8.00' R	6925.60	79259.6757	79259.6757	TOP OF CONC CHANNEL
19	STA: 7+40.00, 10.55' R	6925.71	79260.7549	79260.7549	TOP OF SLOPE
20	STA: 7+10.06, 17.74' L	6928.42	79223.3237	79223.3237	TOP OF SLOPE
21	STA: 7+09.85, 8.00' L	6925.19	79226.1798	79226.1798	TOP OF CONC CHANNEL
22	STA: 7+09.69, 0.81' R	6923.19	79228.7618	79228.7618	BOTTOM OF CONC CHANNEL
23	STA: 7+08.84, 8.00' R	6925.18	79230.1095	79230.1095	TOP OF CONC CHANNEL
24	STA: 7+08.56, 10.61' R	6926.08	79230.5979	79230.5979	TOP OF SLOPE
25	STA: 6+80.99, 15.48' L	6925.98	79197.1970	79197.1970	TOP OF SLOPE
26	STA: 6+80.42, 8.00' L	6924.80	79198.3036	79198.3036	TOP OF CONC CHANNEL
27	STA: 6+79.79, 0.42' R	6922.79	79199.5492	79199.5492	BOTTOM OF CONC CHANNEL
28	STA: 6+79.22, 8.00' R	6924.78	79200.6712	79200.6712	TOP OF CONC CHANNEL
29	STA: 6+79.20, 9.05' R	6924.81	79200.8866	79200.8866	TOP OF SLOPE
30	STA: 6+27.32, 10.76' L	6925.28	79145.9113	79145.9113	TOP OF SLOPE
31	STA: 6+27.32, 8.00' L	6924.08	79146.5220	79146.5220	TOP OF CONC CHANNEL
32	STA: 6+27.69, 0.43' R	6922.09	79148.7494	79148.7494	BOTTOM OF CONC CHANNEL
33	STA: 6+27.94, 8.00' R	6924.09	79150.6685	79150.6685	TOP OF CONC CHANNEL
34	STA: 6+28.00, 12.26' R	6924.25	79151.6729	79151.6729	TOP OF SLOPE
35	STA: 5+40.09, 13.76' L	6924.07	79060.4642	79060.4642	TOP OF SLOPE
36	STA: 5+39.93, 8.00' L	6922.91	79061.3072	79061.3072	TOP OF CONC CHANNEL
37	STA: 5+39.72, 0.00'	6920.91	79062.4786	79062.4786	BOTTOM OF CONC CHANNEL
38	STA: 5+39.50, 8.00' R	6922.91	79063.6500	79063.6500	TOP OF CONC CHANNEL
39	STA: 5+39.40, 11.70' R	6923.72	79064.1916	79064.1916	TOP OF SLOPE
40	STA: 4+63.87, 16.75' L	6922.63	78983.8677	78983.8677	TOP OF SLOPE
41	STA: 4+64.38, 8.00' L	6921.90	78986.4650	78986.4650	TOP OF CONC CHANNEL
42	STA: 4+64.92, 0.00'	6919.90	78988.8412	78988.8412	BOTTOM OF CONC CHANNEL
43	STA: 4+65.55, 8.00' R	6921.91	78991.2184	78991.2184	TOP OF CONC CHANNEL
44	STA: 4+66.47, 17.51' R	6923.95	78994.0449	78994.0449	TOP OF SLOPE

CONSTRUCTION NOTES

(203) 402 SF CONSTRUCT SHOTCRETE STRUCTURAL SECTION PER DETAIL 5 ON SHEET DT01.

(275) 7113 SF CONSTRUCT SHOTCRETE CHANNEL PER TYPICAL DETAIL 1 ON SHEET DT01.

NOTE:
1) ALL PROPOSED CONTOURS ARE TO FINISHED GRADE.
2) NOTE ALL REFERENCE STATIONS SHOWN HAVE CORRESPONDING CROSS SECTIONS SHOWN ON SHEET "GD03".

CITY OF FLAGSTAFF APPROVAL STAMP

PRELIMINARY
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SCALE 1" : 20'
0 10 20

C.O.F. #PZ-21-00259

FLAGSTAFF ARIZONA

SPRUCE AVE. WASH IMPROVEMENTS

GRADING AND DRAINAGE PLAN (1)

JOB NO: 20285
DATE: MAR 22
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: KMF
CHECKED: BD

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

Shephard Wesnitzer, Inc.

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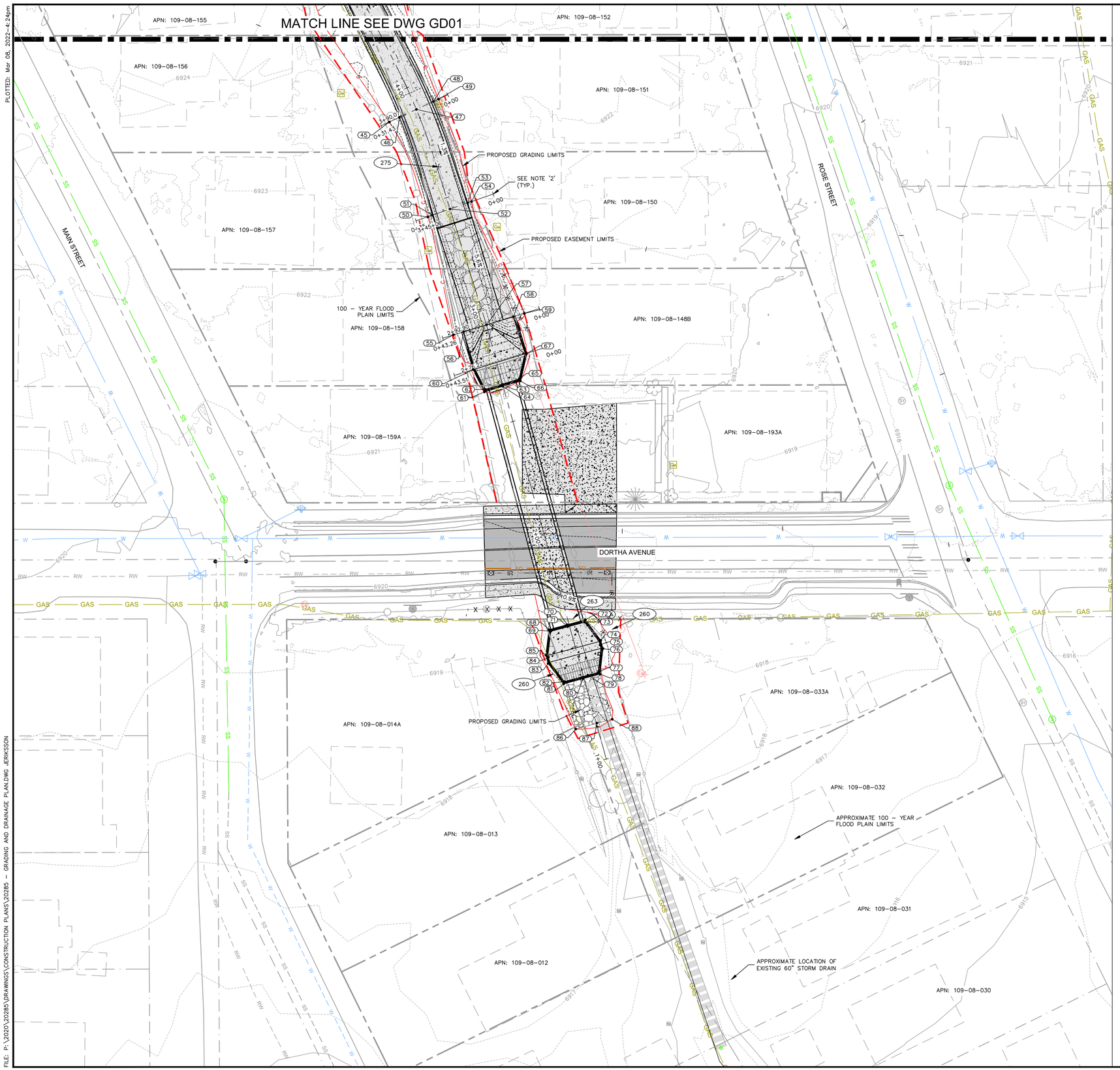
DRAWING NO. GD01

SHT NO. 6 OF 13



POINT TABLE					
POINT #	STA/OFFSET	ELEVATION	NORTHING	EASTING	DESCRIPTION
45	STA: 3+89.37, 12.83' L	6922.16	78915.1536	78915.1536	TOP OF SLOPE
46	STA: 3+89.59, 8.00' L	6920.89	78917.1897	78917.1897	TOP OF CONC CHANNEL
47	STA: 3+89.94, 0.00'	6918.90	78920.5614	78920.5614	BOTTOM OF CONC CHANNEL
48	STA: 3+90.27, 8.00' R	6920.90	78923.9330	78923.9330	TOP OF CONC CHANNEL
49	STA: 3+90.36, 10.44' R	6922.79	78924.9630	78924.9630	TOP OF SLOPE
50	STA: 3+44.50, 10.06' L	6921.83	78874.5125	78874.5125	TOP OF SLOPE
51	STA: 3+44.68, 8.00' L	6920.29	78875.2986	78875.2986	TOP OF CONC CHANNEL
52	STA: 3+44.91, 0.00'	6918.29	78877.9157	78877.9157	BOTTOM OF CONC CHANNEL
53	STA: 3+45.14, 8.00' R	6920.30	78880.5329	78880.5329	TOP OF CONC CHANNEL
54	STA: 3+45.19, 9.71' R	6921.67	78881.0927	78881.0927	TOP OF SLOPE
55	STA: 2+92.52, 14.74' L	6921.83	78824.0649	78824.0649	TOP OF SLOPE
56	STA: 2+92.64, 10.21' L	6920.00	78825.3651	78825.3651	INLET STRUCTURE
57	STA: 2+92.90, 0.00' L	6915.64	78828.2986	78828.2986	INLET STRUCTURE
58	STA: 2+92.90, 12.08' R	6919.96	78831.7657	78831.7657	INLET STRUCTURE
59	STA: 2+92.90, 16.94' R	6922.00	78833.1761	78833.1761	TOP OF SLOPE
60	STA: 2+75.89, 10.56' L	6920.56	78809.1135	78809.1135	TOP OF WALL
61	STA: 2+65.45, 8.39' L	6920.56	78799.5696	78799.5696	TOP OF WALL
62	STA: 2+66.34, 7.68' L	6910.00	78800.6211	78800.6211	BOTTOM OF WALL
63	STA: 2+66.54, 0.18' L	6910.00	78802.8154	78802.8154	BOX CULVERT INVERT
64	STA: 2+65.72, 0.17' L	6920.56	78802.0217	78802.0217	TOP OF WALL
65	STA: 2+66.78, 7.31' R	6910.00	78805.0084	78805.0084	BOTTOM OF WALL
66	STA: 2+65.88, 7.70' R	6920.38	78804.2787	78804.2787	TOP OF WALL
67	STA: 2+76.44, 13.34' R	6919.00	78815.9156	78815.9156	TOP OF WALL
68	STA: 1+59.99, 8.92' L	6919.00	78697.7868	78697.7868	TOP OF WALL
69	STA: 1+59.11, 8.33' L	6909.46	78697.0967	78697.0967	BOTTOM OF WALL
70	STA: 1+59.94, 0.83' L	6919.00	78699.8976	78699.8976	TOP OF WALL
71	STA: 1+59.06, 0.83' L	6909.46	78699.0529	78699.0529	BOTTOM OF WALL
72	STA: 1+59.89, 7.27' R	6919.00	78702.0084	78702.0084	TOP OF WALL
73	STA: 1+59.02, 6.67' R	6909.46	78701.0091	78701.0091	BOTTOM OF WALL
74	STA: 1+49.64, 11.29' R	6918.57	78693.2065	78693.2065	TOP OF WALL
75	STA: 1+47.82, 10.46' R	6909.40	78691.2332	78691.2332	BOTTOM OF WALL
76	STA: 1+45.99, 11.26' R	6918.43	78689.6837	78689.6837	TOP OF WALL
77	STA: 1+36.68, 6.53' R	6909.34	78679.4424	78679.4424	BOTTOM OF WALL
78	STA: 1+35.80, 7.12' R	6918.00	78678.7523	78678.7523	TOP OF WALL
79	STA: 1+36.71, 1.98' R	6909.34	78678.2536	78678.2536	OUTLET INVERT
80	STA: 1+35.84, 0.47' L	6918.00	78676.7728	78676.7728	TOP OF WALL
81	STA: 1+35.90, 9.06' L	6918.00	78674.5306	78674.5306	TOP OF WALL
82	STA: 1+36.77, 8.47' L	6909.34	78675.5300	78675.5300	BOTTOM OF WALL
83	STA: 1+46.14, 13.09' L	6918.43	78683.3325	78683.3325	TOP OF WALL
84	STA: 1+48.67, 12.26' L	6909.41	78685.9902	78685.9902	BOTTOM OF WALL
85	STA: 1+49.79, 13.06' L	6918.57	78686.8553	78686.8553	TOP OF WALL
86	STA: 1+15.90, 9.19' L	6916.71	78655.2233	78655.2233	TOP OF RIPRAP
87	STA: 1+15.93, 0.22' R	6915.35	78657.7647	78657.7647	BOTTOM OF RIPRAP
88	STA: 1+15.80, 7.00' R	6916.49	78659.4444	78659.4444	TOP OF RIP RAP

CONSTRUCTION NOTES

260	1	LS	CONSTRUCT CUT SLOPE (2' HORIZONTAL TO 1' VERTICAL) TO DAYLIGHT.
263	1	LS	CONSTRUCT CUT SLOPE (4' HORIZONTAL TO 1' VERTICAL) TO DAYLIGHT.
275	1353	SF	CONSTRUCT SHOTCRETE CHANNEL PER TYPICAL DETAIL 1 ON SHEET DT01.

NOTE:
1) ALL PROPOSED CONTOURS ARE TO FINISHED GRADE.
2) NOTE ALL REFERENCE STATIONS SHOWN HAVE CORRESPONDING CROSS SECTIONS SHOWN ON SHEET "GD03".

SCALE 1" : 20'
0 10 20

CITY OF FLAGSTAFF
APPROVAL STAMP

PRELIMINARY
Registered Professional Engineer
STEPHEN C. IRWIN
NOT FOR CONSTRUCTION, BIDDING OR RECORDING
Signed
ARIZONA, U.S.A.

C.O.F. #PZ-21-00259

FLAGSTAFF ARIZONA

SPRUCE AVE. WASH IMPROVEMENTS

GRADING AND DRAINAGE PLAN (2)

JOB NO: 20285
DATE: MAR 22
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: KMF
CHECKED: BD

REVISIONS

NO.	DESCRIPTION	DATE	BY

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
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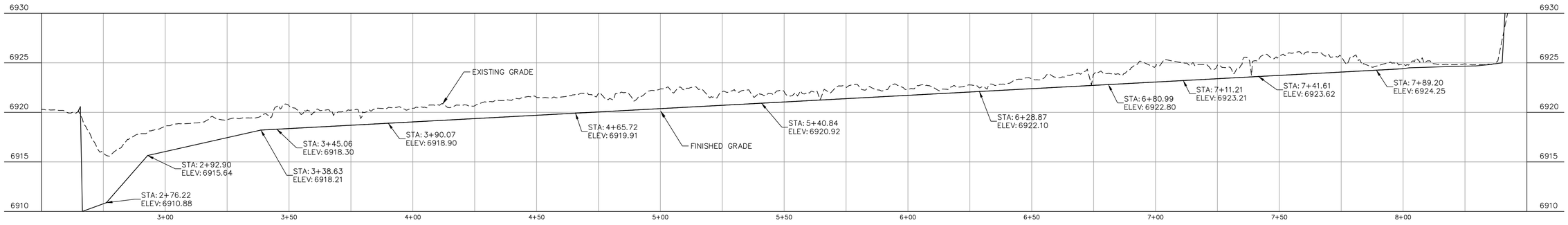
DRAWING NO.
GD02

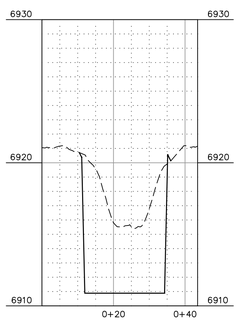
SHT NO. 7 OF 13

PLOTTED: Mar 08, 2022-4:24pm
FILE: P:\2020\20285\DRAWINGS\CONSTRUCTION PLANS\20285 - GRADING AND DRAINAGE PLAN.DWG JERNSSON

PLOTTED: Mar 08, 2022 - 4:24pm



Spruce Wash Centerline PROFILE



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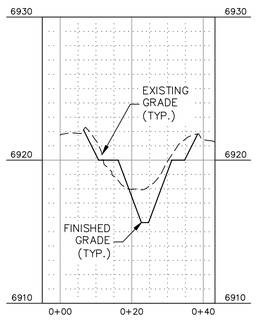

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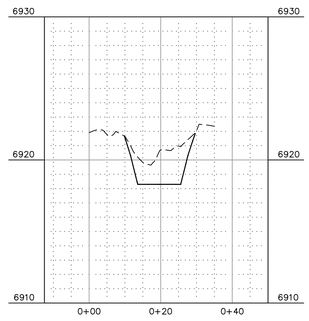

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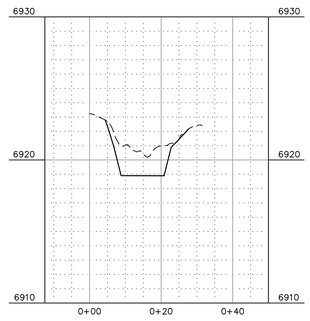
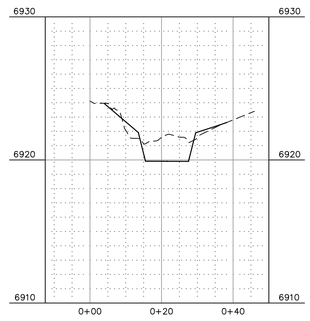
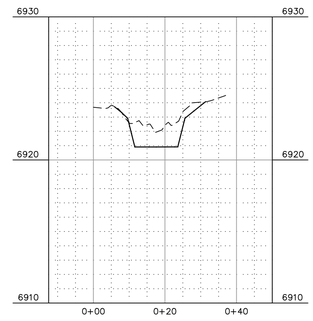


3+90.07 SECTION



4+65.72 SECTION



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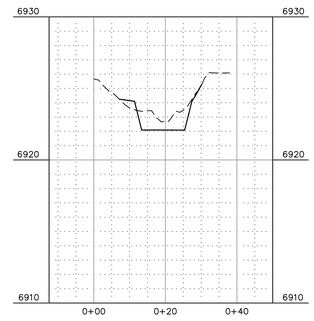

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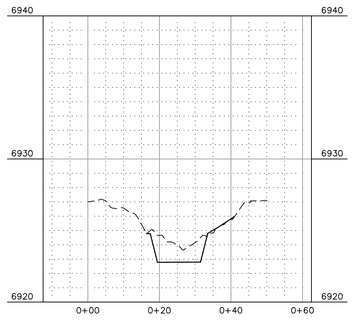

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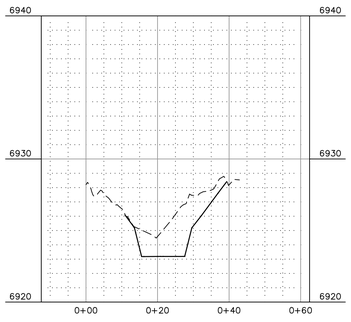

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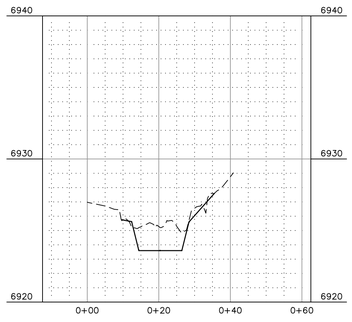

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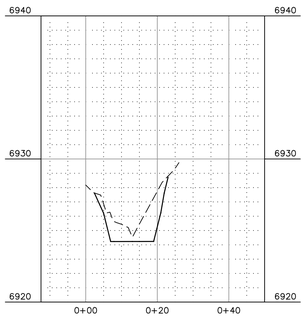

7+89.20 SECTION

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C.O.F. #PZ-21-00259

FLAGSTAFF
ARIZONA

SPRUCE AVE. WASH IMPROVEMENTS

GRADING AND DRAINAGE PROFILE (1)

JOB NO:	20285
DATE:	MAR 22
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	KMF
CHECKED:	BD

NO.	DESCRIPTION	DATE	BY

REVISIONS

110 W. Dale Avenue
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DRAWING NO.
GD03

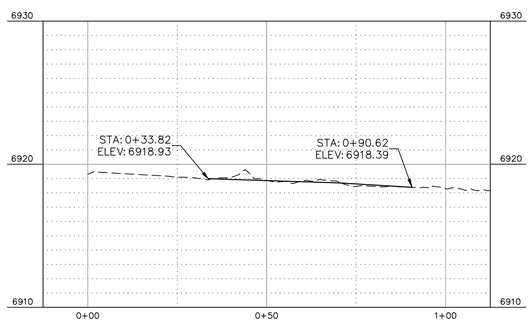
SHT NO. 8 OF 13

FILE: P:\2020\20285\DRAWINGS\CONSTRUCTION PLANS\20285 - GRADING AND DRAINAGE PLAN.DWG JERKISSON

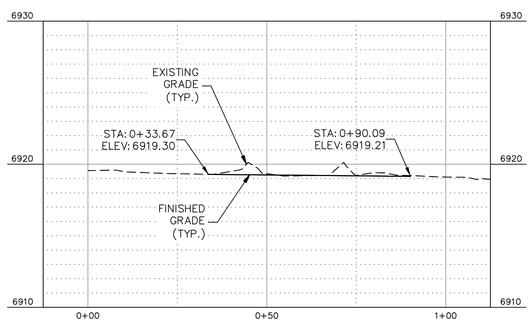


ABBREVIATION LEGEND

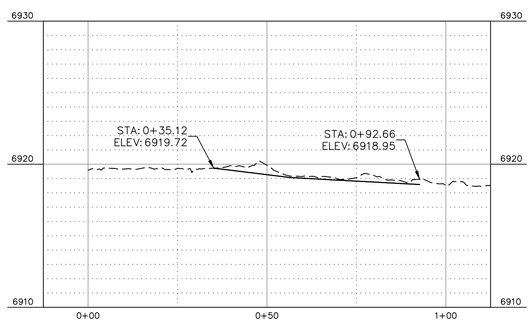
BLDG	BUILDING
C	TOP OF CONCRETE
FFE	FINISHED FLOOR ELEVATION
FG	FINISHED GRADE
FL	FLOWLINE
INV	PIPE INVERT
P	TOP OF PAVEMENT
RAD	RADIUS
RIM	CATCH BASIN
SW	SIDEWALK
TC	TOP OF CURB



NORTH DORTHA ROAD ALIGNMENT PROFILE



CENTERLINE DORTHA ROAD ALIGNMENT PROFILE



SOUTH DORTHA ROAD ALIGNMENT PROFILE

CITY OF FLAGSTAFF
APPROVAL STAMP

PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING OR RECORDING

STATE OF ARIZONA
STEPHEN C. IRWIN
No. 70832
REGISTERED PROFESSIONAL ENGINEER
ARIZONA, USA

C.O.F. #PZ-21-00259

FLAGSTAFF
ARIZONA

SPRUCE AVE. WASH IMPROVEMENTS

GRADING AND DRAINAGE PROFILE (2)

JOB NO:	20285
DATE:	MAR 22
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	KMF
CHECKED:	BD

REVISIONS

NO.	DESCRIPTION	DATE	BY

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Flagstaff, AZ 86001
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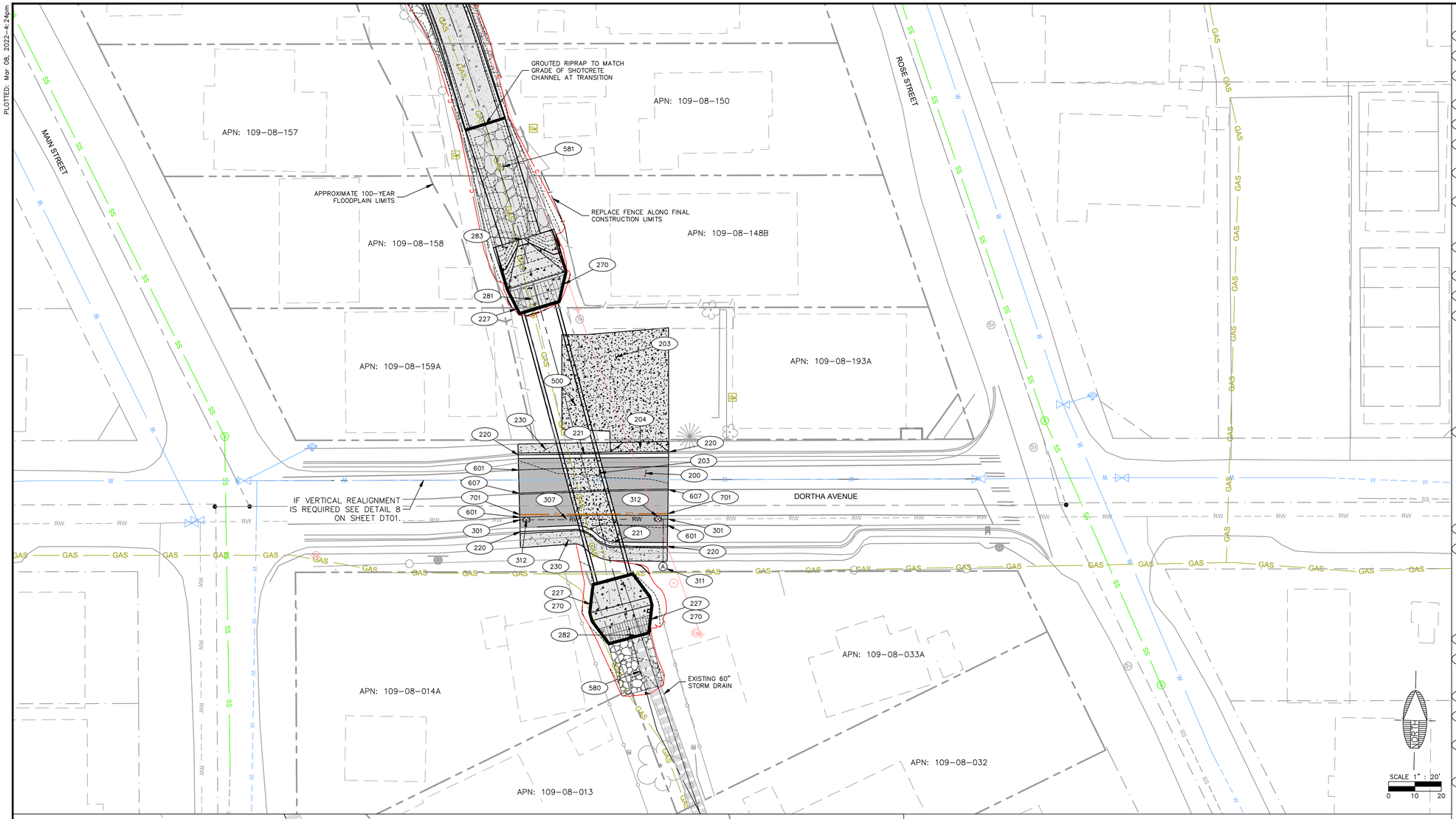
DRAWING NO.
GD04

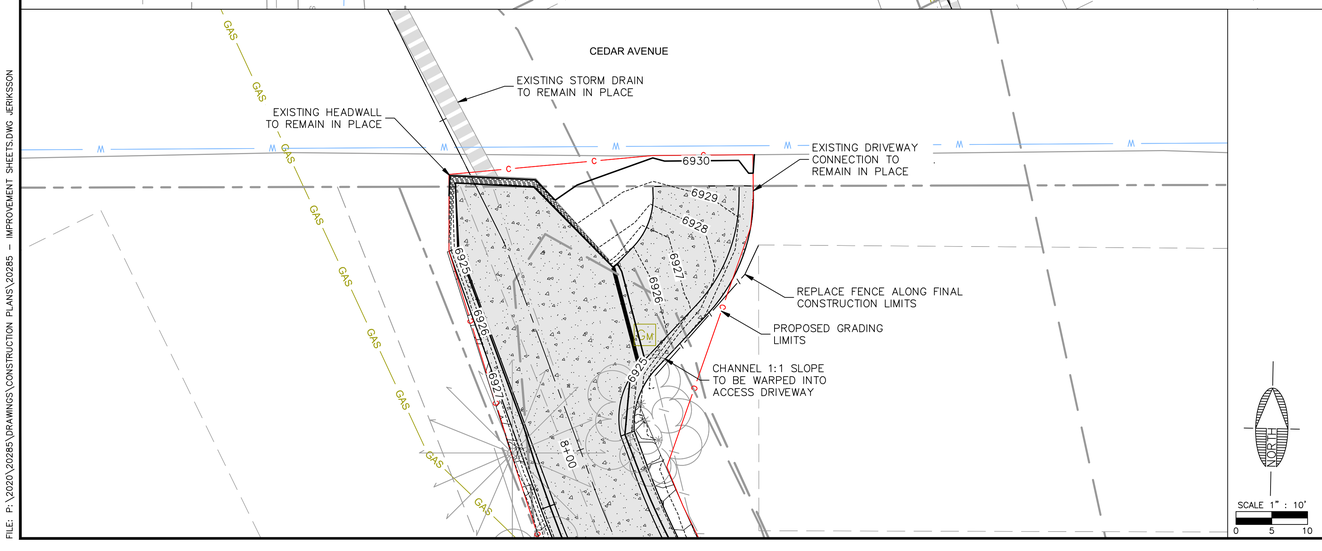
SHT NO. 9 OF 13

PLOTTED: Mar 08, 2022-4:24pm

FILE: P:\2020\20285\DRAWINGS\CONSTRUCTION PLANS\20285 - GRADING AND DRAINAGE PLAN.DWG JERKSSON

PLOTTED: Mar 08, 2022 - 4:24pm





CONSTRUCTION NOTES

200	129	SY	CONSTRUCT PAVEMENT STRUCTURAL SECTION PER DETAIL 3 ON SHEET DT01.
203	1,814	SF	CONSTRUCT SHOTCRETE STRUCTURAL SECTION PER DETAIL 5 ON SHEET DT01.
204	80	SF	CONSTRUCT DRIVEWAY PER MAG STD DTL 250-1 AND MATCH EXISTING 24' DRIVEWAY.
220	47	LF	CONSTRUCT VERTICAL CURB AND GUTTER PER DETAIL 2 ON SHEET DT01.
221	33	LF	CONSTRUCT MONOLITHIC CURB AND GUTTER PER PROFILE ON SHEET IP01.
227	118	LF	CONSTRUCT SAFETY RAIL PER M.A.G. STD. DTL. 145, MODIFIED VERTICAL BAR SPACE 4" ON CENTER AND PER SHEET IP02.
230	357	SF	CONSTRUCT CONCRETE SIDEWALK PER DETAIL 4 ON SHEET DT01, SIDEWALK WIDTH TO MATCH EXISTING.
270	3	EA	CONSTRUCT CONCRETE HEADWALL PER M.A.G. STD. DTL. 501-3 AND MODIFIED AS SHOWN ON SHEET IP02. CONTRACTOR TO REFER TO GEOTECH REPORT FOR SUBGRADE AND FOUNDATION PREPARATION.
281	1	EA	INSTALL TRASH RACK PER M.A.G. STD. DTL. 502-1 AND 502-2. MODIFIED WITH 2" BARS AND SPACED 18" ON CENTER.
282	1	EA	INSTALL TRASH RACK PER M.A.G. STD. DTL. 502-2 AND DETAIL 'D' ON SHEET IP02.
283	1	EA	CONSTRUCT DROP INLET PER M.A.G. STD. DTL. 501-5.
301	57	LF	INSTALL 20" RECLAIM WATERLINE (DIP CLASS 350 – RESTRAINED) INCLUDING ALL APPURTENANCES PER M.A.G. SPEC. SECTION 601 AND 610 AND AS MODIFIED IN THE C.O.F. REVISIONS TO M.A.G. SECTION 13-21-001-0601. INSTALL TRACER WIRE ALONG WATERLINE PER C.O.F. STD. DTL. 9-01-020 ON SHEET DT01 AND C.O.F. SECTION 13-09-001-0002. TRENCH EXCAVATION, BACKFILLING AND COMPACTION PER C.O.F. STD. DTLS. 9-01-030, 9-01-031, AND 9-01-032 ON SHEET DT01.
307	1	EA	CONSTRUCT 20" DIP CLASS 350 RESTRAINED WATER MAIN VERTICAL REALIGNMENT COMPLETE AND IN PLACE SIMILAR TO MAG STD DTL 370 WITH 4-45-DEGREE BENDS. ALL BENDS SHALL BE RESTRAINED PER MAG SPEC 610, 750, MAG STD DTL 303, AND AS MODIFIED PER COF ADDENDUMS TO MAG. DEFLECT WATERLINE TO PROVIDE 2' MIN. VERTICAL SEPARATION FROM OTHER EXISTING OR PROPOSED UTILITIES.
311	1	EA	INSTALL 2" AIR RELEASE VALVE PER C.O.F. STD. DTL. 9-03-100.
312	2	EA	INSTALL 20" GATE VALVE DIP CLASS 250, EPOXY-COATED RESILIENT SEAT (INCLUDING VALVE BOX AND COVER) PER M.A.G. STD. DTL. 340 AND M.A.G. SPEC 610. ADJUST BOX TO FINISH GRADE PER C.O.F. STD. DTLS. 9-03-060 AND 9-03-062 ON SHEET DT01. THRUST BLOCK PER M.A.G. STD. DTL. 301 AND AS MODIFIED BY C.O.F. REVISIONS TO M.A.G SECTION 13-21-002-0380.
500	215	LF	INSTALL 12'X8' CONCRETE BOX CULVERT PER ADOT STD. DTL. SD 601.01.
580	324	SF	INSTALL D50=6" RIPRAP EROSION PROTECTION PLACED MIN. 12" THICK OVER MIRAFI 140N FILTER FABRIC PER DETAIL 6 ON SHEET DT01.
581	891	SF	INSTALL GROUTED RIPRAP PER DETAIL 6 AND 7 ON SHEET DT01.
601	141	LF	INSTALL 6" SOLID WHITE BIKE LANE STRIPING PER C.O.F. STD. DTL. 16-06-010.
607	56	LF	INSTALL 4" DOUBLE YELLOW CENTERLINE STRIPING PER C.O.F. STD. DTL. 16-06-010. HORIZONTAL PLACEMENT AS SHOWN ON PLANS.
701	56	LF	INSTALL 4-3" SCHEDULE 80 PVC CONDUIT (FIBER OPTIC) PER C.O.F. STD. DTL. 9-01-010 ON SHEET DT01 AND PER C.O.F. STANDARDS AND SPECIFICATIONS.

NOTES:

1. HEADWALLS ARE MODIFIED FROM M.A.G. STANDARDS SHOWN ON IP02.

CITY OF FLAGSTAFF
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STEPHEN C. IRWIN
3/08/22
Registered Professional Engineer
ARIZONA, U.S.A.

C.O.F. #PZ-21-00259

FLAGSTAFF
ARIZONA

SPRUCE AVE. WASH IMPROVEMENTS

IMPROVEMENT PLAN (1)

JOB NO:	20285
DATE:	MAR 22
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	KMF
CHECKED:	BD

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928.774.6934 fax
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Shephard Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

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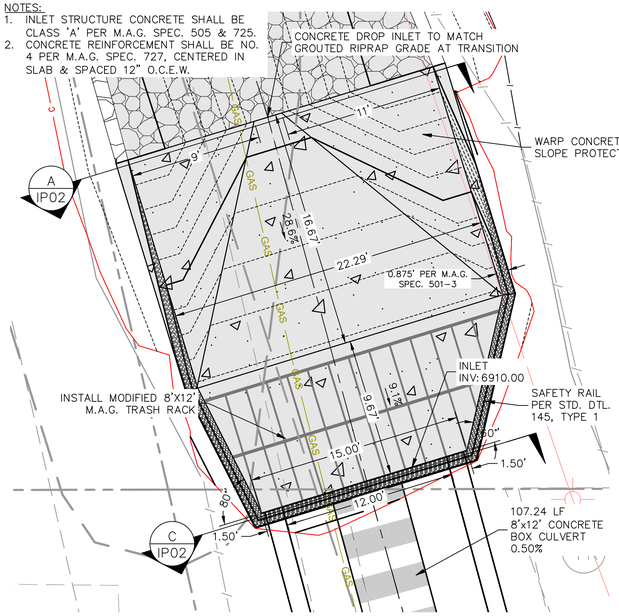
DRAWING NO.
IP01

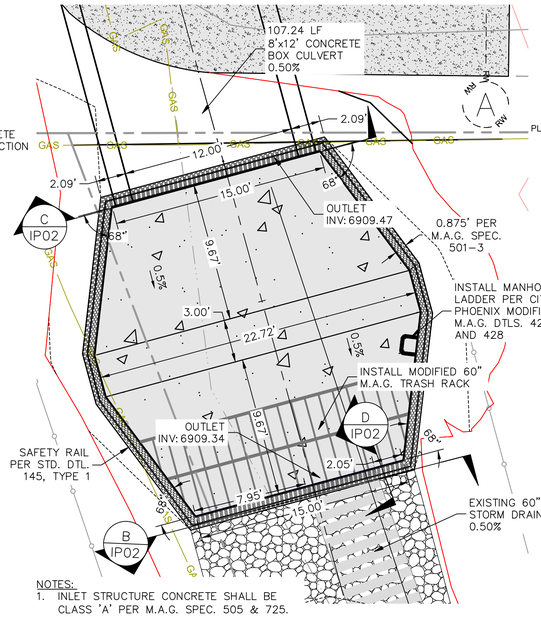
SHT NO. 10 OF 13

FILE: P:\2022\20285\DRAWINGS\CONSTRUCTION PLANS\20285 - IMPROVEMENT SHEETS.DWG JERIKSSON

PLOTTED: Mar 08, 2022-4:24pm

NOTES:
1. INLET STRUCTURE CONCRETE SHALL BE CLASS 'A' PER M.A.G. SPEC. 505 & 725.
2. CONCRETE REINFORCEMENT SHALL BE NO. 4 PER M.A.G. SPEC. 727, CENTERED IN SLAB & SPACED 12" O.C.E.W.





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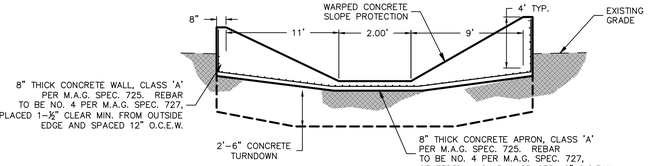
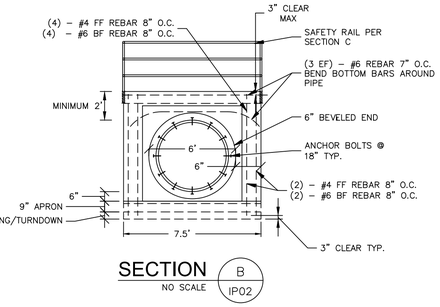
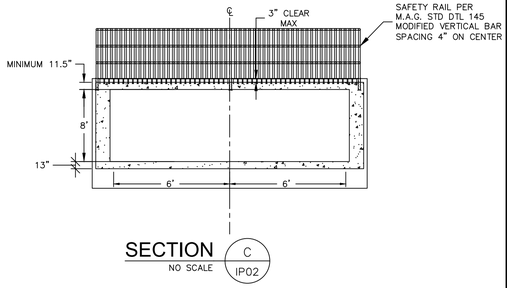
1. INLET STRUCTURE CONCRETE SHALL BE CLASS 'A' PER M.A.G. SPEC. 505 & 725.
2. CONCRETE REINFORCEMENT SHALL BE NO. 4 PER M.A.G. SPEC. 727, CENTERED IN SLAB & SPACED 12" O.C.E.W.



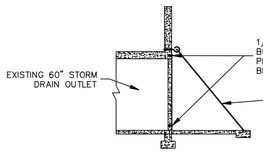
TYPICAL STRUCTURE SECTION
NO SCALE — A IP02



SECTION
NO SCALE — B IP02

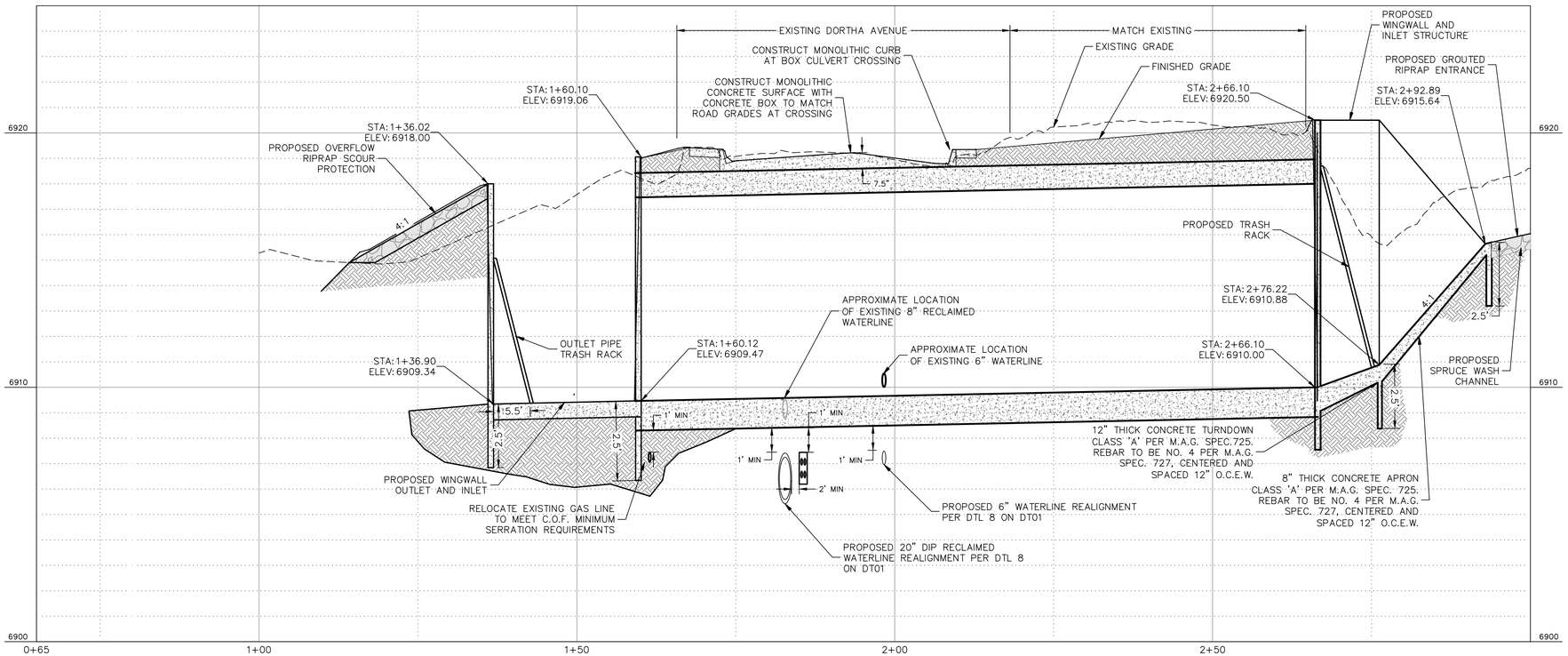


SECTION
NO SCALE — C IP02



SECTION
NO SCALE — D IP02

SCALE: 1" = 5'
0 2.5 5



Spruce Wash Centerline4 PROFILE

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C.O.F. #PZ-21-00259

FLAGSTAFF ARIZONA

SPRUCE AVE. WASH IMPROVEMENTS

IMPROVEMENT PLAN (2)

JOB NO:	20285
DATE:	MAR 22
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	KMF
CHECKED:	BD

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928.774.8934 fax
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Shephard Wesnitzer, Inc.

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

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DRAWING NO. IP02

SHT NO. 11 OF 13

FILE: P:\2020\20285\DRAWINGS\CONSTRUCTION PLANS\20285 - IMPROVEMENT SHEETS.DWG JERIKSSON

PLOTTED: Mar 08, 2022--4:24pm

CEDAR AVENUE

MAIN STREET

ROSE STREET

DORTHA AVENUE

TEMPORARY CONSTRUCTION ENTRANCE

STRAW ROLL, TYP

APN: 109-08-165A

APN: 109-08-168

APN: 109-08-167

APN: 109-08-154

APN: 109-08-153

APN: 109-08-155

APN: 109-08-152

APN: 109-08-156

APN: 109-08-151

APN: 109-08-157

APN: 109-08-150

APN: 109-08-158

APN: 109-08-148B

APN: 109-08-159A

APN: 109-08-193A

LEGEND

- LIMITS OF DISTURBED AREA
- DRAINAGE FLOW DIRECTION
- "STRAW ROLLS" PER DETAIL ON SHEET EC02.
- "TEMPORARY CONSTRUCTION ENTRANCE" PER DETAIL ON SHEET EC02.
- "CULVERT INLET PROTECTION" PER DETAIL ON SHEET EC02.
- DISTURBED AREA, 25,400± SF

SCALE 1" : 20'
0 10 20

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FLAGSTAFF
ARIZONA

SPRUCE AVE. WASH IMPROVEMENTS

EROSION CONTROL PLAN

JOB NO:	20285
DATE:	MAR 22
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	KMF
CHECKED:	BD

NO.	DESCRIPTION	DATE	BY
REVISIONS			

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DRAWING NO.
EC01

SHT NO. 12 OF 13

FILE: P:\2020\20285\DRAWINGS\CONSTRUCTION PLANS\20285 - EROSION CONTROL.DWG JERIKSSON

PLOTTED: Mar 08, 2022–4:24pm

MANAGEMENT STRATEGIES

1. CONSTRUCTION WILL BE SEQUENCED SO THAT GRADING OPERATIONS CAN BEGIN AND END AS QUICKLY AS POSSIBLE.

2. INSTALL TEMPORARY CONSTRUCTION ENTRANCE. MUD AND DEBRIS SHALL BE WASHED FROM ALL CONSTRUCTION VEHICLES AND EQUIPMENT BEFORE LEAVING THE SITE. A WATER TANK TRUCK WILL BE USED IF PUBLIC WATER IS UNAVAILABLE.

3. INSTALL PERIMETER CONTROLS AS SHOWN TO INCLUDE DIVERSION DIKES AND SILT FENCE. SEDIMENT TRAPPING MEASURES SHALL BE INSTALLED AS A FIRST STEP IN GRADING

4. GRADING OPERATIONS MAY COMMENCE ONCE PERIMETER CONTROLS, DIVERSIONS AND TRAPPING MEASURES ARE INSTALLED.

5. FILL SLOPE SURFACES SHALL BE LEFT IN ROUGHENED CONDITION TO REDUCE SHEET AND RILL EROSION OF THE SLOPES. THE CONTRACTOR SHALL REDIRECT CONCENTRATED FLOW AWAY FROM THE FILL SLOPES BY INSTALLING EARTH BERMS AND DIRECT THE RUN–OFF TO STABILIZED OUTLET OR SEDIMENT BASIN AND TRAPPING DEVICES.

6. TEMPORARY SEEDING, SODDING OR OTHER STABILIZATION METHODS WILL FOLLOW IMMEDIATELY AFTER GRADING.

7. ONCE THE UTILITIES, CURB AND GUTTER, AND THE ROADS ARE BROUGHT NEAR FINAL GRADE IN A MANNER SUCH THAT STORM SEWER SYSTEMS ARE FUNCTIONAL, INSTALL THE STANDARD INLET PROTECTION AROUND THE STRUCTURES AND SILT FENCE ALONG THE SITE PERIMETER.

8. FOR VEGETATIVE STABILIZATION OF ALL DENUDED AREAS SEE EROSION CONTROL MEASURES AND VEGETATIVE PRACTICES.

9. THE JOB SUPERINTENDENT SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL PRACTICES.

10. AFTER ACHIEVING FINAL STABILIZATION, THE TEMPORARY EROSION & SILTATION CONTROLS WILL BE CLEANED UP AND REMOVED FROM THE SITE.

GENERAL LAND CONSERVATION NOTES

1. VEGETATED STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRECIPITATION OR IRRIGATION IS AVAILABLE.

2. ALL EROSION AND SILTATION CONTROL MEASURES ARE TO BE PLACED PRIOR TO OR AS THE FIRST STEP IN GRADING. FIRST AREAS TO BE CLEARED ARE TO BE THOSE REQUIRED FOR THE PERIMETER CONTROLS.

3. DURING CONSTRUCTION, ALL STORM SEWER INLETS WILL BE PROTECTED BY INLET PROTECTION DEVICES, MAINTAINED AND MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS.

4. ANY DISTURBED AREA NOT COVERED BY NOTE #1 ABOVE AND NOT PAVED, SODDED OR BUILT UPON IS TO BE MULCHED WITH HAY OR STRAW MULCH AT THE RATE OF TWO TONS PER ACRE AND OVER–SEEDED AS SOON AS PRECIPITATION OR IRRIGATION IS AVAILABLE.

5. AT THE COMPLETION OF CONSTRUCTION PROJECTS, AND PRIOR TO THE RELEASE OF THE BOND, ALL TEMPORARY SILTATION AND EROSION CONTROLS SHALL BE REMOVED AND DISTURBED AREAS SHALL BE STABILIZED.

6. TEMPORARY DIVERSIONS, SEEDED AND MULCHED OR SILT FENCE AND OTHER CONTROL MEASURES AS NECESSARY ARE TO BE PLACED AS INDICATED ON THE DRAWINGS PRIOR TO OR THE FIRST STEP IN EXCAVATION.

7. WHERE CONSISTENT WITH JOB SAFETY REQUIREMENTS, ALL EXCAVATED MATERIAL IS TO BE PLACED ON THE UPHILL SIDE OF TRENCHES. NO MATERIAL IS TO BE PLACED IN STREAMBEDS. NO STOCKPILE IS PERMITTED. WHERE SOIL IS PLACED ON DOWNHILL SIDE OF TRENCHES, IT IS TO BE BACK–SLOPE TO DRAIN TOWARD THE TRENCH. WHEN NECESSARY TO DEWATER THE TRENCHES, THE PUMP DISCHARGE HOSE MUST OUTLET IN A STABILIZED AREA TO AN EXISTING STORM INLET OR DITCH IF NO INLET AVAILABLE.

EROSION & SEDIMENT CONTROL STANDARD NOTES

1. THE CONTRACTOR MUST NOTIFY BLUE STAKE AT 1–800–STAKE–IT AT LEAST 24 HOURS PRIOR TO THE START OF CONSTRUCTION IN ACCORDANCE WITH APPLICABLE COUNTY ORDINANCES AND POLICIES.

2. ALL EROSION CONTROL MEASURES SHOWN ON THE APPROVED PLAN MUST BE IN PLACE AND INSPECTED AND APPROVED BY THE PRIOR TO CLEARING, STRIPPING OF TOPSOIL OR GRADING.

3. THE CONTRACTOR SHALL POST A SIGN AT THE MAIN ENTRANCE TO THE CONSTRUCTION SITE CONTAINING THE AZPDES AUTHORIZATION NUMBER AND/OR COPY OF NOTICE OF INTENT AUTHORIZATION, CONSTRUCTION SITE OPERATOR CONTACT NAME AND TELEPHONE NUMBER, A BRIEF PROJECT DESCRIPTION, AND THE LOCATION OF THE APPROVED STORM WATER POLLUTION PREVENTION PLAN. THE SIGN SHALL ALSO DISPLAY THE NAME, CONTACT INFORMATION, AND QUALIFICATIONS OF THE PERSONNEL PERFORMING ROUTINE INSPECTIONS.

4. THE CONTRACTOR'S REPRESENTATIVE IS RESPONSIBLE FOR THE INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION.

5. ALL DISTURBED AREAS ARE TO DRAIN TO APPROVED SEDIMENT CONTROL MEASURES AT ALL TIMES DURING LAND DISTURBING ACTIVITIES AND DURING SITE DEVELOPMENT UNTIL COMPLETE AND ADEQUATE STABILIZATION IS ACHIEVED.

6. WATER MUST BE PUMPED INTO AN APPROVED FILTERING DEVICE DURING DEWATERING OPERATIONS.

7. THE CONTRACTOR'S REPRESENTATIVE SHALL INSPECT AND DOCUMENT ALL EROSION AND SEDIMENT CONTROL MEASURES DAILY AND AFTER EACH SIGNIFICANT RAINFALL. THE FOLLOWING ITEMS WILL BE CHECKED IN PARTICULAR:

A. GRAVEL OUTLETS WILL BE CHECKED REGULARLY FOR SEDIMENT BUILDUP WHICH WILL PREVENT DRAINAGE. IF THE GRAVEL IS CLOGGED BY SEDIMENT, IT SHALL BE REMOVED AND CLEANED OR REPLACED.

B. SILT FENCE AND SEDIMENT BARRIERS WILL BE CHECKED REGULARLY FOR UNDERMINING OR DETERIORATION OF THE FABRIC. SEDIMENT SHALL BE REMOVED WHEN THE LEVEL OF SEDIMENT DEPOSITION REACHES HALF WAY TO THE TOP OF THE BARRIER.

C. SEEDED AND SODDED AREAS WILL BE CHECKED REGULARLY TO ENSURE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED AND RESEEDED OR SODDED AS NEEDED.

8. INSPECTION FORMS SHALL BE COMPLETED BY THE CONTRACTOR'S INSPECTOR WITH THE MINIMUM FOLLOWING INFORMATION: INSPECTION DATE, TITLE AND QUALIFICATIONS OF EACH INSPECTOR, WEATHER INFORMATION FOR PERIOD SINCE LAST INSPECTION, LOCATION OF DISCHARGE OF SEDIMENT OR OTHER POLLUTANTS, LIST OF BMPS THAT NEED TO BE MAINTAINED OR INADEQUATE, LIST ADDITIONAL NEEDED BMPS, CORRECTIVE ACTION REQUIRED, SOURCES OF ALL NON–STORMWATER AND CONTROL MEASURES, DATES WHEN MAJOR GRADING ACTIONS OCCURRED, POLLUTANT DISCHARGE STATUS OF STORAGE AREAS, AND DATES WHEN CONSTRUCTION ACTIVITIES CEASED.

9. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING INSPECTION RECORDS FOR AT LEAST THREE (3) YEARS FOLLOWING THE COMPLETION OF PROJECT.

10. THE SWPPP SHALL BE MODIFIED BY THE CONTRACTOR WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION OF AN INADEQUATE BMP WHEN NEEDED. BMPS SHALL BE MODIFIED OR ADDED AS SOON AS PRACTICABLE AFTER THE BMP HAS BEEN DETERMINED INADEQUATE.

11. PERMANENT SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN (7) DAYS AFTER FINAL GRADE IS REACHED AND ALL WORK COMPLETED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN (7) DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN FOURTEEN (14) DAYS. ROADS AND PARKING AREAS SHALL BE STABILIZED AS SOON AS PRECIPITATION OR IRRIGATION IS AVAILABLE.

12. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES WILL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION AND AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED, AS AUTHORIZED BY THE INSPECTORS. TRAPPED SEDIMENT AND THE DISTURBED SOIL AREAS RESULTING FROM THE DISPOSITION OF TEMPORARY MEASURES WILL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION AND SEDIMENTATION.

13. WHEN SEDIMENT IS TRANSPORTED ONTO A PAVED ROAD SURFACE, THE ROAD WILL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT WILL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING WILL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER.

14. AREAS WHICH ARE NOT TO BE DISTURBED WILL BE CLEARLY MARKED BY FLAGS, SIGNS, ETC.

15. FLOOD PLAIN LIMITS SHALL BE CLEARLY MARKED IN THE FIELD BY FLAGS, SIGNS, ETC.

16. TREE SAVE AREAS SHALL BE CLEARLY MARKED IN THE FIELD BY ORANGE SAFETY FENCE.

17. ORANGE SAFETY FENCE MUST BE INSTALLED AROUND ALL SILT TRAPS AND SEDIMENT BASINS.

18. SEEDING AND MULCHING SHALL BE IN ACCORDANCE WITH THE STANDARDS.

19. THE SWPPP SHALL BE MODIFIED BY THE CONTRACTOR WITHIN 15 BUSINESS DAYS FOLLOWING ANY CHANGE IN DESIGN, CONSTRUCTION OPERATION, OR MAINTENANCE THAT HAS A SIGNIFICANT EFFECT ON DISCHARGE OR NOT PREVIOUSLY ASSESSED IN THE SWPPP.

20. THE SWPPP SHALL BE MODIFIED BY THE CONTRACTOR WITHIN 15 BUSINESS DAYS IF IT IS DETERMINED THAT DISCHARGE IS CAUSING OR CONTRIBUTING TO WATER QUALITY EXCEEDENCES OR THE SWPPP IS INEFFECTIVE.

EROSION CONTROL MEASURES

ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE CONSTRUCTED AND MAINTAINED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS ESTABLISHED HEREIN.

STRUCTURAL PRACTICES

1. SILT FENCE BARRIER: SILT FENCE SEDIMENT BARRIERS WILL BE INSTALLED DOWNSLOPE OF AREAS WITH MINIMAL GRADES TO FILTER SEDIMENT LADEN RUNOFF FROM SHEET FLOW AS INDICATED ON THE PLANS.

2. A TEMPORARY CONSTRUCTION ENTRANCE SHALL BE INSTALLED WHERE THE ACCESS AREA INTERSECTS WITH EXISTING ROADS DURING MUDDY CONDITIONS. DRIVERS OF CONSTRUCTION VEHICLES WILL BE REQUIRED TO WASH THEIR WHEELS BEFORE ENTERING THE HIGHWAY.

3. STORM DRAIN INLET & SPILLWAY PROTECTION: ALL STORM SEWER INLETS AND SPILLWAYS SHALL BE PROTECTED DURING CONSTRUCTION. SEDIMENT–LADEN WATER SHALL BE FILTERED BEFORE ENTERING THE STORM SEWER INLETS AND CULVERTS.

VEGETATIVE PRACTICES

1. TOP SOILING (STOCKPILE) TOPSOIL WILL BE STRIPPED FROM AREAS TO BE GRADED AND STOCKPILED FOR LATER USE. STOCKPILE LOCATIONS ARE TO BE STABILIZED WITH TEMPORARY VEGETATION. PRIOR TO LAND DISTURBING ACTIVITIES, THE CONTRACTOR SHALL SUBMIT A SUPPLEMENTARY EROSION & SEDIMENT PLAN TO THE CITY OF FLAGSTAFF COVERING THE STOCKPILE AREA WHICH MAY HAVE TO BE APPROVED BY THE PLAN APPROVING AUTHORITY BEFORE ANY ACTIVITY COMMENCES.

2. TEMPORARY SEEDING ALL DENUDED AREAS WHICH WILL BE LEFT DORMANT FOR EXTENDED PERIODS OF TIME SHALL BE SEEDED WITH FAST GERMINATING TEMPORARY VEGETATION IMMEDIATELY FOLLOWING GRADING. SELECTION OF THE SEED MIXTURE WILL DEPEND ON THE TIME OF YEAR IT IS APPLIED.

3. GRASS AREAS THAT ARE DISTURBED DURING CONSTRUCTION SHALL BE REPLACED WITH SOD BY THE CONTRACTOR. THE SOD GRASS TYPE SHALL MATCH THE EXISTING AND SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL THE SOD IS STABILIZED.

GENERAL NOTES FOR EROSION CONTROL

1. A STANDBY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES OR TO REPAIR ANY DAMAGED EROSION CONTROL MEASURES, ESPECIALLY WHEN RAIN IS IMMINENT.

2. DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT APPROVAL OF THE INSPECTOR.

3. ALL PROTECTIVE DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH DAY.

4. AFTER A RAIN STORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS AND DESILTING BASINS. ANY GRADED SLOPE SURFACE PROTECTION MEASURE DAMAGED DURING A RAIN STORM SHALL BE IMMEDIATELY REPAIRED.

5. FILL SLOPES AT THE CONSTRUCTION SITE PERIMETER MUST DRAIN AWAY FROM THE TOPS OF THE SLOPES AT THE END OF EACH DAY.

6. A COPY OF THE PROJECTS STORM WATER POLLUTION PROTECTION PLAN (SWPPP) SHALL BE MAINTAINED AT THE CONSTRUCTION SITE AND ALWAYS AVAILABLE FOR REVIEW.

7. PROTECT ALL STORM DRAINAGE STRUCTURES FROM SEDIMENT CLOGGING BY PROVIDING INLET PROTECTION AT ALL OPENINGS.

8. AVOID PAVING DURING WET WEATHER.

9. STORE MATERIALS AWAY FROM DRAINAGE COURSES TO PREVENT CONTACT WITH STORM WATER.

10. PLACE DRIP PANS OR ABSORBENT MATERIALS UNDER CONSTRUCTION EQUIPMENT WHEN NOT IN USE.

11. CLEAN UP SPILLS WITH ABSORBENT MATERIALS.

12. OLD ASPHALT MUST BE DISPOSED OF PROPERLY.

13. KEEP WORK SITE CLEAN AND ORDERLY DAILY.

14. PROPERLY STORE PAINTS AND SOLVENTS.

15. PERMANENTLY MARK STORM DRAIN STRUCTURES IN A MANNER APPROVED BY THE CONSTRUCTION INSPECTOR TO MINIMIZE INADVERTENT DISPOSAL OF RESIDUAL PAINTS, SOLVENTS, OR ANY OTHER POLLUTANT.

16. ALLOW MATERIAL DELIVERY AND STORAGE ONLY IN DESIGNATED AREAS AND AVOID TRANSPORT NEAR DRAINAGE PATHS AND WATERWAYS.

17. MINIMIZE THE USE OF HAZARDOUS MATERIALS ON SITE.

18. CLEAN UP LEAKS AND SPILLS IMMEDIATELY.

19. USE WATERTIGHT DUMPSTERS FOR TRASH AND CONSTRUCTION WASTE.

20. COLLECT SITE TRASH AS NEEDED, ESPECIALLY DURING RAINY OR WINDY CONDITIONS.

21. ARRANGE FOR REGULAR WASTE COLLECTION BEFORE CONTAINERS OVERFLOW.

22. DO NOT ALLOW BRUSHES OR PAINT CONTAINERS TO BE CLEANED OUT IN THE DIRT, STREET, GUTTER, OR STORM DRAINS.

23. STORE AND COVER DRY AND WET MATERIALS FROM CONCRETE PLACEMENT AWAY FROM DRAINAGE AREAS.

24. PERFORM WASHOUT OF CONCRETE TRUCKS IN DESIGNATED AREAS ONLY. WASHOUT AREAS SHALL BE AWAY FROM STORM DRAINS, OPEN DITCHES, OR STREETS.

25. TEMPORARY SANITARY FACILITIES SHALL BE MAINTAINED IN GOOD WORKING ORDER BY A LICENSED SERVICE.

26. CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING HIS PLAN THROUGHOUT CONSTRUCTION AND INDICATE ANY AND ALL REVISIONS / UPDATES ON THIS PLAN.

27. CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER THAT STORM WATER WILL BE CONTAINED WITHIN THE PROJECT OR CHANNELED INTO THE STORM DRAIN SYSTEM PROVIDED THAT IT IS FREE FROM POLLUTANTS AND DEBRIS.

28. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER FROM CORRECTIONS OR OMISSIONS DISCOVERED DURING CONSTRUCTION. CONFORMANCE WITH THE REQUIREMENTS OF THIS PLAN SHALL IN NO WAY RELIEVE THE DEVELOPER FROM HIS RESPONSIBILITIES TO THE SITE AND ADJACENT PROPERTIES. TEMPORARY EROSION CONTROL SHALL CONSIST OF, BUT NOT BE LIMITED TO, CONSTRUCTING SUCH FACILITIES AND TAKING SUCH MEASURES AS ARE NECESSARY TO PREVENT, CONTROL AND ABATE WATER, MUD AND EROSION DAMAGE TO PUBLIC AND PRIVATE PROPERTY AS A RESULT OF THE CONSTRUCTION OF THIS PROPERTY.

29. CLEARING AND GRUBBING SHOULD BE LIMITED TO AREAS THAT WILL RECEIVE IMMEDIATE GRADING. EROSION CONTROL MEASURES WILL BE REQUIRED TO PROTECT AREAS WHICH HAVE BEEN CLEARED AND GRUBBED. THESE MEASURES MAY INCLUDE BUT NOT BE LIMITED TO: GRADED DITCHES, SAND OR GRAVEL BAGS, BARRIERS AND SILT FENCING. CARE SHALL BE EXERCISED TO PRESERVE VEGETATION BEYOND LIMITS OF GRADING AND PREVENT SEDIMENT DISCHARGE WHILE CONSTRUCTION IN THIS AREA IS ACTIVE.

30. SEDIMENT CONTROL SHALL BE USED AT THE TOE OF ANY ERODIBLE SLOPE.

31. CONTRACTOR SHALL IMMEDIATELY RESTORE ANY DAMAGED EROSION CONTROL MEASURE WITHIN THE PROJECT BOUNDARY.

32. FACES OF FINISHED CUT AND FILL SLOPES SHALL BE PREPARED AND MAINTAINED TO CONTROL AGAINST EROSION. THESE PERMANENT CONTROL MEASURES MAY CONSIST OF ADEQUATE SEEDING, PLANTING AND JUTE MATTING. THE PROTECTION FOR THE SLOPES SHALL BE INSTALLED AS SOON AS PRACTICABLE AND PRIOR TO CALLING FOR FINAL APPROVAL.

33. AFTER A RAIN STORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM STREETS, CHECK BERMS AND BASINS.

34. CONTRACTOR / SUBCONTRACTOR TRAINING IN SEDIMENT AND EROSION CONTROL IN ACCORDANCE WITH AZPDES.

35. THE PERMITTEE AND CONTRACTOR SHALL BE RESPONSIBLE, AND TAKE NECESSARY PRECAUTIONS, TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.

36. ALL DISTURBED AREAS SHALL BE HYDROSEEDED IN ACCORDANCE WITH CITY OF FLAGSTAFF ENGINEERING STANDARDS SECTION 13–17. A REVEGETATION PLAN WILL BE REQUIRED TO BE IMPLEMENTED AND PROVED SUCCESSFUL PRIOR TO PROJECT CLOSEOUT. CONTRACTOR SHALL PROVIDE 70% SUCCESSFUL REGROWTH PER ADEQ PERMANENT STABILIZATION REQUIREMENTS FOR ALL AREAS DISTURBED DURING CONSTRUCTION. SOIL CONDITIONERS AND WATERING ARE REQUIRED IN ACCORDANCE WITH 13–17–002–004 AND 13–17–002–0005.6.

GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO MAG STANDARDS, AZPDES STANDARDS AND SPECIFICATIONS AND GENERALLY ACCEPTED CONSTRUCTION PRACTICE.

2. THESE PLANS REPRESENT A REASONABLE EFFORT TO IMPLEMENT THE MOST CURRENT BEST MANAGEMENT PRACTICES (BMPS) IN MITIGATING STORM WATER POLLUTION DURING CONSTRUCTION. THE EFFECTIVENESS OF THE MITIGATION MEASURES DEPICTED IN THESE PLANS DEPEND IN PART ON PROPER INSTALLATION, IMPLEMENTATION, MAINTENANCE, AND REPAIR OF THE DEVICES SELECTED.

MAINTENANCE:

IN GENERAL, ALL EROSION & SEDIMENT CONTROL MEASURES WILL BE CHECKED DAILY AND AFTER EACH SIGNIFICANT RAINFALL. REFER TO THE ATTACHED EROSION & SEDIMENT CONTROL STANDARD NOTES FOR DETAILED MAINTENANCE AND REVEGATATION / STABILIZATION REQUIREMENTS.

THE DETAILS SHOWN ON THE DETAIL SHEET ARE BY SHEPHARD – WESNITZER, INC. AND BY EROSION DRAW 4.0 (COPYRIGHT 2002 © JOHN MCULLAH) UNDER A LICENSE AGREEMENT.

TEMPORARY CONCRETE WASHOUT FACILITY NOTES

1. CONTRACTOR TO DESIGNATE EQUIP./MATERIAL STORAGE SITE AND CONCRETE WASHOUT AS PART OF SWPPP PRIOR TO START OF CONSTRUCTION.

2. TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE LOCATED A MINIMUM OF 50 FEET FROM STORM DRAIN INLETS, OPEN DRAINAGE FACILITIES AND WATERCOURSES, UNLESS DETERMINED UNFEASIBLE BY ENGINEER. EACH FACILITY SHALL BE LOCATED AWAY FROM CONSTRUCTION TRAFFIC OR ACCESS AREAS TO PREVENT DISTURBANCE OR TRACKING.

3. TEMPORARY CONCRETE WASHOUT FACILITIES SHALL HAVE A TEMPORARY PIT (BELOW GRADE) OR BERMED AREA (ABOVE GRADE) OF SUFFICIENT VOLUME TO COMPLETELY CONTAIN ALL LIQUID AND WASTE CONCRETE MATERIALS GENERATED DURING WASHOUT PROCEDURES. IF LOCATED ABOVE GRADE, THE WASHOUT AREA SHALL BE LINED WITH AN IMPERMEABLE MATERIAL.

4. ONCE CONCRETE WASTES ARE WASHED INTO THE DESIGNATED AREA AND ALLOWED TO HARDEN, THE CONCRETE SHALL BE BROKEN UP, REMOVED AND DISPOSED OF PER 'BMP "SOLID WASTE MANAGEMENT."

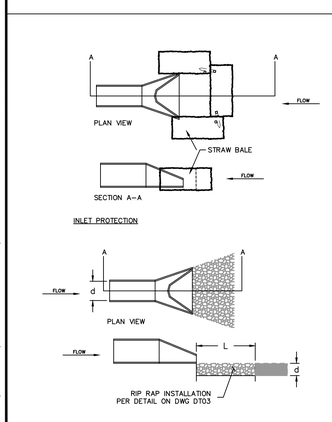
5. WHEN TEMPORARY CONCRETE WASHOUT FACILITIES ARE NO LONGER REQUIRED FOR THE WORK, AS DETERMINED BY THE ENGINEER, THE HARDENED CONCRETE SHALL BE REMOVED AND PROPERLY DISPOSED OF. MATERIALS USED TO CONSTRUCT TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE COME THE PROPERTY OF THE CONTACTOR, SHALL BE REMOVED THE SITE OF THE WORK AND SHALL BE DISPOSED OF OUTSIDE THE HIGHWAY RIGHT–OF–WAY.

6. HOLE, DEPRESSIONS OR OTHER GROUND DISTURBANCE CAUSED BY THE REMOVAL OF THE FACILITIES SHALL BE BACKFILLED AND REPAIRED.

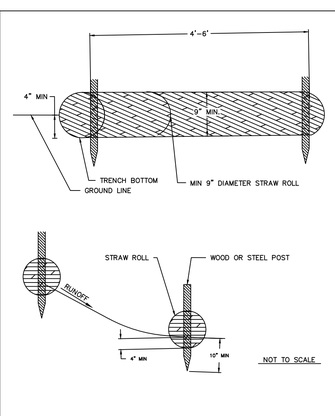
7. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

CONSTRUCTION SEQUENCE

1. INSTALL INLET PROTECTION
2. PAVEMENT REMOVAL AND INSTALL HAY BALES
3. INSTALL CONSTRUCTION ENTRANCES
4. DRAINAGE INFRASTRUCTURE/UTILITIES
5. SITE CONSTRUCTION
6. PERMANENT REVEGETATION/SLOPE STABILIZATION
7. SCHEDULED MONITORING AND MAINTENANCE

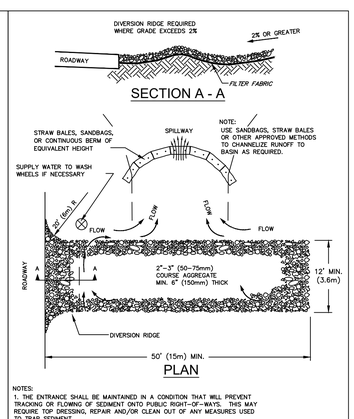


CULVERT INLET/ OUTLET PROTECTION



NOTES:
1. STAW ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A TRENCH 3"–5" DEEP, DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWS TO RUN UNDER OR AROUND ROLL.

STRAW ROLL STAKED IN TRENCH



NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT–OF–WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT–OF–WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT

CITY OF FLAGSTAFF APPROVAL STAMP

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. #PZ-21-00259

FLAGSTAFF ARIZONA

SPRUCE AVE. WASH IMPROVEMENTS

EROSION CONTROL NOTES & DETAILS

JOB NO:	20285
DATE:	MAR 22
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	KMF
CHECKED:	BD

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

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Call at least two full working days before you begin excavation
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Arizona Blue Stake, Inc.
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DRAWING NO.
EC02

SHT NO. 13 OF 13

FILE: P:\2020\20285\DRAWINGS\CONSTRUCTION PLANS\20285 – EROSION CONTROL.DWG JERIKSSON

PLOTTED: Mar 08, 2022--4:23pm

CONSTRUCTION PLANS
FOR
SPRUCE AVENUE WASH IMPROVEMENTS
CEDAR AVENUE TO DORTHA AVENUE
FLAGSTAFF, ARIZONA

LOCATED IN SECTION 11, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE AND MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

CITY CONCEPT APPROVAL

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR ERRORS AND OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

CITY ENGINEER:

BY: _____ DATE: _____

CITY PUBLIC WORKS DIRECTOR

BY: _____ DATE: _____

CITY WATER SERVICES DIRECTOR

BY: _____ DATE: _____

AUTHORIZATION TO CONSTRUCT:

THE SIGNATURES ABOVE ARE REQUIRED BEFORE THE CONTRACTOR CAN COMMENCE. UNSIGNED, THESE PLANS HAVE NOT BEEN COMPLETED WITH RESPECT TO AGENCY REVIEW AND APPROVAL.

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

BY: _____ DATE: _____

UNISOURCE ENERGY SERVICES

BY: _____ DATE: _____

LUMEN

BY: _____ DATE: _____

ALTICE USA

BY: _____ DATE: _____

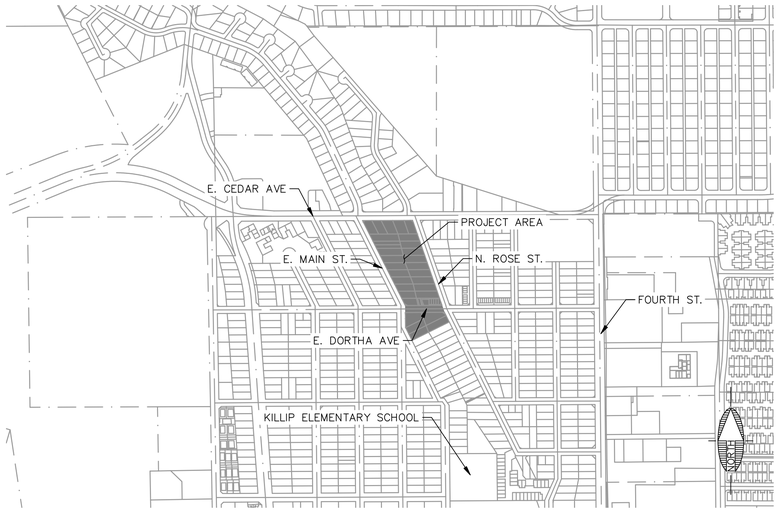
UTILITY COMPANY CONTACTS

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

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

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

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



VICINITY MAP
N.T.S.

PROJECT OWNER/DEVELOPER:

CITY OF FLAGSTAFF
211 W. ASPEN AVE
FLAGSTAFF, AZ 86001

PROJECT ENGINEER:

SHEPHARD-WESNITZER INC.
CONTACT: STEPHEN IRWIN
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

PROPERTY INFORMATION:

PROJECT PARCELS:
APN#: 109-08-148B, 109-08-150, 109-08-151, 109-08-152, 109-08-153, 109-08-154, 109-08-155, 109-08-156, 109-08-157, 109-08-158, 109-08-165A, 109-08-167, 109-08-168

ZONING: HIGH DENSITY RESIDENTIAL (HR)
COMMUNITY COMMERCIAL (CC)

2100 EAST DORTHA AVENUE
FLAGSTAFF, AZ 86004

GEOTECHNICAL REPORT:

WT REFERENCE NO. 2521JW291
WESTERN TECHNOLOGIES INC.
2400 EAST HUNTINGTON DRIVE
FLAGSTAFF, AZ 86004
(928) 774-8700

SHEET INDEX		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	CVR	COVER SHEET
2	GN01	GENERAL NOTES
3	DT01	DETAIL SHEET
4	SV01	SURVEY CONTROL AND DEMOLITION PLAN (1)
5	SV02	SURVEY CONTROL AND DEMOLITION PLAN (2)
6	GD01	GRADING AND DRAINAGE PLAN (1)
7	GD02	GRADING AND DRAINAGE PLAN (2)
8	GD03	GRADING AND DRAINAGE PROFILE (1)
9	GD04	GRADING AND DRAINAGE PROFILE (2)
10	IP01	IMPROVEMENT PLAN (1)
11	IP02	IMPROVEMENT PLAN (2)
12	EC01	EROSION CONTROL PLAN
13	EC02	EROSION CONTROL NOTES & DETAILS

LEGEND

- ROW
- BUILDING OUTLINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED EASEMENT
- PROPOSED GRADING LIMITS
- STORM DRAIN PIPE
- WATER METER
- SEWER MANHOLE
- STORM DRAIN MANHOLE
- STORM DRAIN GRATE
- GATE VALVE
- DRAINAGE ARROW
- EX. LOT LINE
- EX. EASEMENT
- EX. 100-YR FLOODPLAIN
- EX. GAS
- EX. OVERHEAD ELECTRICAL
- EX. WATER LINE
- EX. SEWER LINE
- EX. STORM DRAIN PIPE
- EX. ROAD STRIPING
- EX. FIRE HYDRANT
- EX. VALVE
- EX SEWER MANHOLE
- EX. LIGHT POLE
- EX. SIGNAGE

UTILITY CONFLICT

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

UTILITY RESPONSES FROM APS, ALTICE U.S.A., LUMEN, AND UNISOURCE HAVE BEEN RECIEVED REGARDING ANY APPARENT UTILITY CONFLICT. CONFLICTS WITH UNISOURCE AND APS WILL BE ADDRESSED DURING CONSTRUCTION.

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.

FEMA DESIGNATION

THIS PROJECT IS LOCATED WITHIN ZONE AE OF FEMA FIRM MAP #04005C6828G, EFFECTIVE SEPTEMBER 3, 2010. ZONE AE IS DESCRIBED AS AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN.

SOURCE OF PROJECT INFORMATION

BOUNDARY INFORMATION AND TOPOGRAPHIC INFORMATION PROVIDED BY SWI, DATED DECEMBER 14, 2020.

CITY OF FLAGSTAFF APPROVAL STAMP

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING, OR RECORDING
STEPHEN C. IRWIN 37082 REGISTERED PROFESSIONAL ENGINEER ARIZONA, U.S.A.

C.O.F. #PZ-21-00259

FLAGSTAFF ARIZONA
SPRUCE AVE. WASH IMPROVEMENTS
COVER SHEET

JOB NO: 20285
DATE: MAR 22
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: KMF
CHECKED: BD

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

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REVISIONS

NO.	DESCRIPTION	DATE	BY

DRAWING NO.
CVR

SHT NO. 1 OF 13

FILE: P:\2020\20285\DRAWINGS\CONSTRUCTION PLANS\20285 - COVER SHEET.DWG JERIKSSON

PLOTTED: Mar 08, 2022-4:23pm

C.O.F. GENERAL NOTES

1. APPROVAL OF THESE PLANS BY THE CITY ENGINEER IS FOR A ONE (1) YEAR PERIOD, SUBSEQUENT TO THE DATE OF APPROVAL. IF CONSTRUCTION WORK IS NOT STARTED WITHIN THE ONE (1) YEAR PERIOD, OR HAS BEEN DISCONTINUED FOR ANY REASON FOR LONGER THAN ONE (1) YEAR, THE PLANS SHALL BE RESUBMITTED FOR REVIEW AND RE-APPROVAL.
2. PLAN REVIEW BY THE CITY DOES NOT EXTEND TO MATERIAL QUANTITIES SHOWN ON THE PLANS.
3. A PUBLIC WORKS PERMIT, ISSUED BY THE CITY, IS REQUIRED FOR ALL WORK IN CITY RIGHTS-OF-WAY OR EASEMENTS AND FOR CONSTRUCTION OF ANY IMPROVEMENTS INTENDED TO BECOME PUBLIC PROPERTY.
4. THE CITY SHALL BE NOTIFIED TWENTY-FOUR (24) HOURS PRIOR TO BEGINNING DIFFERENT PHASES OF CONSTRUCTION SO THAT CITY INSPECTORS MAY BE SCHEDULED.
5. ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH TITLE 13, ENGINEERING DESIGN AND STANDARDS AND SPECIFICATIONS FOR NEW INFRASTRUCTURE, CURRENT "MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION", THE CITY OF FLAGSTAFF STORMWATER DESIGN MANUAL, AND WITH GENERALLY ACCEPTED ENGINEERING DESIGN AND CONSTRUCTION PRACTICE. ALL WORK AND MATERIALS, WHICH DO NOT CONFORM TO THE STANDARDS AND SPECIFICATIONS, ARE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING CHAPTER 13-21 OF THESE STANDARDS WHICH MAKES MINOR MODIFICATIONS TO CERTAIN MAG SPECIFICATIONS AND DETAILS.
6. ANY WORK PERFORMED WITHOUT THE KNOWLEDGE AND APPROVAL OF THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
7. THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE MAY SUSPEND THE WORK BY WRITTEN NOTICE WHEN, IN HIS JUDGMENT, PROGRESS IS UNSATISFACTORY, WORK BEING DONE IS UNAUTHORIZED OR DEFECTIVE, WEATHER CONDITIONS ARE UNSUITABLE, OR THERE IS DANGER TO THE PUBLIC HEALTH OR SAFETY.
8. THE CITY ENGINEER MAY ORDER ANY OR ALL MATERIALS USED IN THE WORK TO BE TESTED ACCORDING TO THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) AND THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) STANDARDS. THE CONTRACTOR SHALL, AT HIS EXPENSE, SUPPLY ALL SAMPLES REQUIRED FOR TESTING.
9. ACCESS WHICH MEETS SECTION 13-13-004-0001, FIRE ACCESS SHALL BE IN PLACE AND APPROVED BEFORE AND AT ALL TIMES DURING ON-SITE COMBUSTIBLE CONSTRUCTION AND/OR PRIOR TO ISSUANCE OF BUILDING PERMITS IN NEW SUBDIVISIONS. FIRE DEPARTMENT AND ENGINEERING SECTION APPROVAL IS REQUIRED FOR OBSTRUCTION OF ACCESS OR WATER SYSTEM SHUTDOWN.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STREETS AND OF PARTIALLY COMPLETED PORTIONS OF THE WORK UNTIL FINAL ACCEPTANCE OF THE WORK. THE CONTRACTOR SHALL SUBMIT TO THE CITY ENGINEER FOR APPROVAL A CONSTRUCTION SCHEDULE FOR ANY STREETS REQUIRED TO BE CLOSED OR PARTIALLY CLOSED FOR THE CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL REOPEN THE STREETS NO LATER THAN THE OPENING DATE SHOWN ON THE CONSTRUCTION SCHEDULE OR UPON ORDER OF THE CITY ENGINEER. THE REGULATION AND CONTROL OF CONSTRUCTION TRAFFIC SHALL BE AS DIRECTED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
11. APPROVAL OF A PORTION OF THE WORK IN PROGRESS DOES NOT GUARANTEE ITS FINAL ACCEPTANCE. TESTING AND EVALUATION MAY CONTINUE UNTIL WRITTEN FINAL ACCEPTANCE OF A COMPLETE WORKABLE UNIT. ANY DEFECTS WHICH APPEAR IN THE WORK WITHIN ONE (1) YEAR FROM THE DATE OF ACCEPTANCE AND WHICH ARE DUE TO IMPROPER WORKMANSHIP OR INFERIOR MATERIALS SUPPLIED SHALL BE CORRECTED BY OR AT THE EXPENSE OF THE OWNER/DEVELOPER OR THE CONTRACTOR.
12. ACCEPTANCE OF COMPLETED PUBLIC IMPROVEMENTS WILL NOT BE GIVEN UNTIL DEFECTIVE OR UNAUTHORIZED WORK IS REMOVED, AND FINAL CLEAN-UP IS COMPLETE.
13. LOCATION OF UNDERGROUND UTILITIES BEFORE WORK IS BEGUN IS TO BE ACCOMPLISHED IN ACCORDANCE WITH ARS 40-360.22.
14. IF WORK IS DONE ON PRIVATE PROPERTY IN RELATION TO A PROJECT CONSTRUCTED UNDER THESE STANDARDS, THE CONTRACTOR WILL PROVIDE THE CITY WITH WRITTEN AUTHORIZATION FROM THE PROPERTY OWNER TO DO SO.
15. THE ESTABLISHMENT AND USE OF TEMPORARY CONSTRUCTION YARDS SHALL CONFORM TO THE CURRENT CITY ZONING CODE STANDARDS FOR "TEMPORARY USES".
16. ALL EXCAVATED MATERIAL SHALL BE DISPOSED OF IN ACCORDANCE WITH APPLICABLE CITY CODES AND REGULATIONS. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED CITY APPROVALS AND PERMITS, AS DEEMED NECESSARY BY THE CITY, TO DISPOSE OF EXCAVATED MATERIAL.
17. ALL CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER AND PERFORMED UNDER THE DIRECT SUPERVISION OF A REGISTERED LAND SURVEYOR OR CIVIL ENGINEER.
18. ALL TRAFFIC SIGN SHEETING SHALL BE TYPE VIII AS DESIGNED BY ASTM D4956-07E1 STANDARD SPECIFICATIONS FOR RETRO REFLECTIVE SHEETING FOR TRAFFIC CONTROL, UNLESS SPECIFIED OTHERWISE ON THE CONSTRUCTION PLANS.
19. WHEN THE CONSTRUCTION PLANS SPECIFY GRAFFITI CONTROL ON BRIDGES OR OTHER STRUCTURES, THE CONTRACTOR SHALL SEAL THE STRUCTURE FIRST USING MONOCHEM AQUASEAL ME 12 AND THEN APPLY MONOCHEM PERMASHIELD, SACRIFICIAL GRAFFITI CONTROL SYSTEM (OR APPROVED EQUAL).
20. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE STABILIZED AND RESEEDED IN ACCORDANCE WITH CHAPTER 13-17 OF THIS TITLE. IN THE EVENT THAT THE CONSTRUCTION ACTIVITY DISTURBS MORE THAN ONE (1) ACRE, A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE PREPARED IN ORDER TO OBTAIN A CONSTRUCTION GENERAL PERMIT FROM ADEQ. (ORD. 2201?-22, REP&REEN, 07/05/2017)

C.O.F. WATER AND SEWER NOTES

ALL DESIGN, CONSTRUCTION, TESTING AND INSPECTION SHALL CONFORM TO THE ADEQ REQUIREMENTS: WATER DISTRIBUTION IN ACCORDANCE WITH BULLETINS 10 AND 8, AND SEWER COLLECTION IN ACCORDANCE WITH AAC TITLE 18. IN THE EVENT THE ADEQ REQUIREMENTS CONFLICT WITH THESE STANDARDS, THE MORE RESTRICTIVE SHALL APPLY.

A. ROUGH GRADING SHALL BE COMPLETED WITHIN ONE-TENTH ($\frac{1}{10}$) OF A FOOT OF PLAN GRADE AND APPROVED BY THE CITY ENGINEER'S AUTHORIZED REPRESENTATIVES PRIOR TO INSTALLATION OF UNDERGROUND UTILITIES.

B. NO TRENCH SHALL BE FILLED WITH BEDDING MATERIAL OR BACKFILL UNTIL THE EXCAVATION AND PIPE LAYING, RESPECTIVELY, HAVE BEEN APPROVED BY THE CITY ENGINEER'S AUTHORIZED REPRESENTATIVE.

C. A WATER PRESSURE TEST IS REQUIRED OF ALL WATER LINES AND A HYDROSTATIC OR AIR TEST IS REQUIRED OF ALL SEWER LINES AND MANHOLES. TESTS ARE TO BE CONDUCTED AFTER BACKFILLING IS COMPLETE AND COMPACTED ON ALL PUBLIC AND/OR PRIVATE UNDERGROUND UTILITIES.

D. WATER AND SEWER SERVICE LINES ARE TO BE MARKED AS SHOWN ON THE STANDARD SERVICE DETAILS.

E. WATER LINE DISINFECTION IS TO BE ACCOMPLISHED AS OUTLINED IN ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) "BULLETIN NO. 8."

F. WATER PIPE CLASSIFICATION SHALL BE CLASS 305 FOR A.W.W.A. C-900 PVC AND CLASS 350 FOR DUCTILE IRON UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. C-900 SHALL CONFORM TO CAST-IRON-EQUIVALENT OUTSIDE DIAMETER AND HAVE ELASTROMERIC GASKETS AND COUPLINGS. ALL DUCTILE IRON PIPE LINES SHALL BE POLYETHYLENE ENCASED IN ACCORDANCE WITH MAG SPECIFICATIONS.

G. ALL MATERIALS THAT COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NSF STANDARD 61 INCLUDING, BUT NOT LIMITED TO, GASKETS, LUBRICANTS, PIPE FITTINGS, AND VALVES. (NSF-PW SEAL) (R18-4-1198).

H. ALL PUBLIC SANITARY SEWER LINES AND PRIVATE SEWER SERVICE LINES WITHIN A PUBLIC UTILITY EASEMENT OR RIGHT-OF-WAY WILL BE INSPECTED PRIOR TO ACCEPTANCE BY THE CITY.

I. WATER AND SEWER MAINS SHALL BE SEPARATED IN ORDER TO PROTECT PUBLIC WATER SYSTEMS FROM POSSIBLE CONTAMINATION. ALL DISTANCES ARE MEASURED PERPENDICULARLY FROM THE OUTSIDE OF THE SEWER MAIN TO THE OUTSIDE OF THE WATER MAIN. SEPARATION REQUIREMENTS ARE AS FOLLOWS:

   1. A WATER MAIN SHALL NOT BE PLACED:
      a. WITHIN SIX (6) FEET, HORIZONTAL DISTANCE, AND LESS THAN TWO (2) FEET, VERTICAL DISTANCE, ABOVE THE TOP OF A SEWER MAIN UNLESS EXTRA PROTECTION IS PROVIDED. EXTRA PROTECTION SHALL CONSIST OF CONSTRUCTING THE SEWER MAIN WITH MECHANICAL JOINT DUCTILE IRON PIPE OR WITH SLIP-JOINT DUCTILE IRON PIPE IF JOINT RESTRAINT IS PROVIDED. ALTERNATE EXTRA PROTECTION SHALL CONSIST OF ENCASING BOTH THE WATER AND SEWER MAINS IN AT LEAST SIX (6) INCHES OF CONCRETE FOR AT LEAST TEN (10) FEET BEYOND THE AREA COVERED BY THIS SUBSECTION.
      b. WITHIN TWO (2) FEET HORIZONTALLY AND TWO (2) FEET BELOW THE SEWER MAIN. WHEN A WATER MAIN IS PLACED BELOW A SEWER MAIN, EXTRA PROTECTION IS ALWAYS REQUIRED REGARDLESS OF THE VERTICAL SEPARATION.

   2. NO WATER PIPE SHALL PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF A SEWER MANHOLE. THE MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS AND MANHOLES SHALL BE SIX (6) FEET, MEASURED FROM THE CENTER OF THE MANHOLE.

   3. THE MINIMUM SEPARATION BETWEEN FORCE MAINS OR PRESSURE SEWERS AND WATER MAINS SHALL BE TWO (2) FEET VERTICALLY AND SIX (6) FEET HORIZONTALLY UNDER ALL CONDITIONS. WHERE A SEWER FORCE MAIN CROSSES ABOVE OR LESS THAN SIX (6) FEET BELOW A WATER LINE, THE SEWER MAINS SHALL BE ENCASED IN AT LEAST SIX (6) INCHES OF CONCRETE OR CONSTRUCTED USING MECHANICAL JOINT DUCTILE IRON PIPE FOR TEN (10) FEET ON EITHER SIDE OF THE WATER MAIN.

   4. EVEN WHEN EXTRA PROTECTION IS UTILIZED, THE MINIMUM CLEARANCE BETWEEN WATER AND SEWER SHALL BE ONE (1) FOOT.

   5. THE SEPARATION REQUIREMENTS DO NOT APPLY TO BUILDING, PLUMBING, OR INDIVIDUAL HOUSE SERVICE CONNECTIONS.

J. WHEN HYDROSTATIC TESTING IS PERFORMED, SEWER LINES SHALL BE TESTED FOR INFILTRATION/EXFILTRATION PER ADEQ ENGINEERING BULLETIN NO. 11. MANHOLES SHALL BE TESTED BY FILLING THE MANHOLE WITH WATER. THE APPLICANT SHALL ENSURE THAT THE DROP IN WATER LEVEL DOES NOT EXCEED ONE-THOUSANDTH (0.001) OF THE TOTAL MANHOLE VOLUME IN ONE (1) HOUR.

   WHEN AIR TESTING IS PERFORMED, SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH ASTM F1417-92. MANHOLES SHALL BE TESTED IN ACCORDANCE WITH ASTM C1244.

K. SEWER PIPE SHALL BE SDR 35, ASTM D3034 FOR PVC PIPE, OR CLASS 150 DIP LINED WITH PROTECTO 401 CERAMIC EPOXY OR HDPE ASTM F894. ALL DUCTILE IRON PIPELINES SHALL BE POLYETHYLENE ENCASED IN ACCORDANCE WITH MAG SPECIFICATIONS. SPECIAL DESIGN CONSIDERATIONS MAY REQUIRE A HIGHER CLASS RATING OF DIP.

L. NO WATER SETTLING OF TRENCH FILL MATERIAL IS ALLOWED.

M. ALL WATER AND SEWER DESIGN AND CONSTRUCTION SHALL CONFORM TO THE CURRENT ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) REQUIREMENTS. WHEN ADEQ REQUIREMENTS ARE IN CONFLICT WITH THESE STANDARDS, THE MORE RESTRICTIVE SHALL APPLY.

N. TRACER WIRES AND TAPES SHALL BE INSTALLED PRIOR TO TESTING THE WATER OR SEWER MAIN AS REQUIRED BY SECTION 13-09-001-0002. (STRIP WIRE 2 INCHES AT TERMINATION OF THE SERVICE).

O. WATER VALVES SHALL BE ADJUSTED IN ACCORDANCE WITH CITY OF FLAGSTAFF ENGINEERING DETAIL NO. 9-03-060 AND MANHOLES SHALL BE ADJUSTED IN ACCORDANCE WITH CITY OF FLAGSTAFF DETAIL NO. 9-03-062.

P. ONE HUNDRED PERCENT (100%) OF THE SEWER LINE SHALL BE TESTED FOR UNIFORM SLOPE BY REMOTE CAMERA AND TESTED FOR SHORT-TERM DEFLECTION.

   1. WHEN A SEWER SERVICE IS REQUIRED TO BE ABANDONED, IT SHALL BE ABANDONED AT THE PROPERTY LINE AND CAPPED USING THE APPROPRIATE MATERIALS (PVC, CLAY, OR CONCRETE).

   2. WHEN AN EXISTING WATER SERVICE IS REQUIRED TO BE ABANDONED, IT SHALL BE ABANDONED AT THE MAIN. THE SADDLE AND CORP. STOP SHALL BE REMOVED AND THE MAIN CLAMPED WITH AN APPROVED FULL CIRCLE REPAIR CLAMP.

Q. THE LOCATION OF WATER SERVICES SHALL BE IDENTIFIED BY BRANDING A "W" ON THE TOP OR FACE OF CURB.

R. SEWER SERVICE LOCATIONS SHALL BE IDENTIFIED BY BRANDING AN "S" ON THE TOP OR FACE OF THE CURB. (ORD. 2017-22, REP&REEN, 07/05/2017)

C.O.F. PAVING NOTES

A. EXACT POINT OF MATCHING TERMINATION AND OVERLAY, IF NECESSARY, SHALL BE DETERMINED IN THE FIELD BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. WHEN A LONGITUDINAL JOINT ASSOCIATED WITH A TRENCH PATH, PAVEMENT MATCHUP OR OTHER OCCURS ON A STREET THAT INCLUDES A BIKE LANE, THE JOINT SHALL BE LOCATED OUTSIDE THE BIKE LANE.

B. NO JOB WILL BE CONSIDERED COMPLETE UNTIL:
   1. ALL CURBS, PAVEMENTS, SIDEWALKS, CATCH BASINS, STORM DRAINS, AND MANHOLES HAVE BEEN CLEANED OF ALL DIRT AND DEBRIS;
   2. SURVEY MONUMENTS ARE INSTALLED AND STAMPED; AND
   3. ALL FRAMES, COVERS, AND VALVE BOXES ARE ADJUSTED TO GRADE.

C. NO PAVING CONSTRUCTION SHALL BE STARTED UNTIL ALL UTILITY LINES ARE COMPLETED AND APPROVED UNDER PROPOSED PAVED AREAS.

D. BASE COURSE WILL NOT BE PLACED UNTIL SUBGRADE HAS BEEN APPROVED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.

E. THE LOCATION OF ALL WATER VALVES, FIRE HYDRANTS, AND MANHOLES MUST AT ALL TIMES DURING CONSTRUCTION BE REFERENCED AND MADE ACCESSIBLE TO THE CITY.

F. UTILITY FACILITIES IN CONFLICT WITH THIS WORK WILL BE RELOCATED BY THE PERMITTEE OR THE UTILITY OWNER. THIS ACTIVITY SHALL BE COORDINATED WITH THE OWNER OF THE UTILITY TO PREVENT ANY UNNECESSARY INTERRUPTION OF SERVICE TO EXISTING CUSTOMERS.

G. EXISTING STREET NAME SIGNS, TRAFFIC SIGNS AND DEVICES ASSOCIATED WITH THE PROJECT SHALL BE MAINTAINED DURING CONSTRUCTION AND RELOCATED BY THE CONTRACTOR AS SHOWN ON THE APPROVED PLANS.

H. ANY CHANGES OR ADDITIONS TO PAVEMENT MARKINGS CAUSED BY PAVEMENT OVERLAY, CHIP SEAL, OR INSTALLATION OF UNDERGROUND FACILITIES SHALL BE SHOWN ON THE APPROVED PLANS.

I. ON PROJECTS WHERE THE CONTRACTOR CAUSES EXCESSIVE DAMAGE TO AN EXISTING PAVED STREET OR THERE ARE MULTIPLE STREET CUTS (MAXIMUM OF FOUR (4) IN FIVE HUNDRED (500) FEET) AN ASPHALT OVERLAY SHALL BE REQUIRED.

J. A PRIME COAT IS NOT REQUIRED UNLESS SO SPECIFIED IN THE SOILS AND PAVEMENT REPORT AND/OR SHOWN ON THE PLANS.

K. ALL CURB AND GUTTER, SIDEWALK, DRIVEWAYS, AND SIDEWALK RAMPS SHALL BE CONSTRUCTED ON A MINIMUM THREE (3) INCHES OF AGGREGATE BASE COURSE (ABC). THE ABC SHALL BE CONSTRUCTED PER MAG SECTION 310, AND SHALL BE COMPACTED TO NINETY-FIVE (95%) RELATIVE DENSITY. ALL PRECAST STRUCTURES SUCH AS MANHOLE BASES, CATCH BASINS, AND BOX CULVERTS SHALL BE CONSTRUCTED ON A MINIMUM OF THREE (3) INCHES OF ABC.

L. PERMANENT PAVEMENT MARKINGS.
   1. LONGITUDINAL PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 13-16-006-0001.
   2. TRANSVERSE PAVEMENT MARKINGS SUCH AS STOP BARS, CROSSWALKS, ARROWS, AND LEGENDS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 13-16-006-0002.

M. TEMPORARY PAVEMENT MARKINGS.
   1. TEMPORARY PAVEMENT MARKINGS, WHEN APPROVED, SHALL BE INSTALLED IN ACCORDANCE WITH SECTIONS 13-16-006-0001 AND 13-16-006-0002.

   NOTES:
   1. THE USE OF TEMPORARY MARKINGS IS STRONGLY DISCOURAGED AND MAY ONLY BE USED WITH PRIOR APPROVAL.

   WHEN IT IS USED, THE CONTRACTOR MUST BE AVAILABLE TO RESTRIPE AS NEEDED UNTIL THE PERMANENT MARKINGS CAN BE INSTALLED.

   2. WHEN IT IS IMPRACTICABLE FOR THE CONTRACTOR TO PROVIDE PERMANENT MARKINGS, THE CITY PUBLIC WORKS DEPARTMENT MAY INSTALL THE MARKINGS ON BEHALF OF THE CONTRACT PROVIDED THE FEE FOR THE WORK IS AGREED UPON AND PAID FOR IN ADVANCE.

N. THE MAXIMUM THICKNESS OF A SINGLE LIFT OF PAVEMENT SHALL BE FOUR (4) INCHES. (ORD. 2017-22, REP&REEN, 07/05/2017)

O. ALL SURVEY MONUMENTS WITHIN OR AROUND THE CONSTRUCTION AREA SHALL BE PROTECTED IN PLACE. ANY MONUMENTS THAT ARE DISTURBED OR DISPLACED BY CONSTRUCTION SHALL BE RESET BY THE RLS AT THE CONTRACTOR'S EXPENSE IN ACCORDANCE WITH CITY OF FLAGSTAFF ENGINEERING STANDARDS SECTION 13-03-005-0004 AND A.R.S. 33-103.

C.O.F. GRADING AND DRAINAGE NOTE:

"ADEQUATE DRAINAGE, EROSION AND SEDIMENT CONTROL MEASURES, BEST MANAGEMENT PRACTICES, AND/OR OTHER STORM WATER MANAGEMENT FACILITIES SHALL BE PROVIDED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION. DAMAGES TO ADJACENT PROPERTY AND/OR THE CONSTRUCTION SITE CAUSED BY CONTRACTOR'S PROPERTY OR PROPERTY OWNER'S FAILURE TO PROVIDE AND MAINTAIN ADEQUATE DRAINAGE AND EROSION/SEDIMENT CONTROL FOR THE CONSTRUCTION AREA SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND/OR PROPERTY OWNER."

C.O.F. SEEDING NOTES

TO BE APPLIED ON ALL CUT/FILL SLOPES.

THE CONTRACTOR SHALL RESEED ALL DISTURBED AREA ACCORDING TO THE PROVISIONS OF THIS SECTION. THE WORK UNDER THIS SECTION SHALL CONSIST OF FURNISHING, HAULING, PLACING, AND APPLYING EROSION CONTROL (SEED, MULCH, AND EROSION CONTROL BLANKETS) TO ALL DISTURBED AREAS WITHIN THE PROJECT AREAS AS SHOWN ON THE PLANS. REFER TO THE CITY OF FLAGSTAFF ENGINEERING STANDARDS, TITLE 13, CHAPTER 17 FOR SEEDING REQUIREMENTS.

SHEPHARD-WESNITZER GENERAL NOTES

PROJECT SPECIFICATIONS

ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING STANDARDS AND SPECIFICATIONS, AND ANY SPECIAL PROVISIONS PREPARED FOR THE PROJECT. THE TERM "CURRENT" MEANS THE DATE OF THE SPECIFICATIONS IN EFFECT AS OF THE DATE OF THE ENGINEERS SEAL ON THESE PLANS.

MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION
CITY OF FLAGSTAFF ENGINEERING DESIGN AND CONSTRUCTION STANDARDS & SPECIFICATION
AMERICAN WATER WORKS ASSOCIATION STANDARDS
ARIZONA ADMINISTRATIVE CODE
INTERNATIONAL PLUMBING CODE (IPC)
INTERNATIONAL BUILDING CODE (IBC)

THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE REQUIRED TO OBTAIN COPIES OF THESE, AS WELL AS ANY OTHER STANDARDS OR SPECIFICATIONS REQUIRED TO SUCCESSFULLY COMPLETE THE WORK AS DESCRIBED IN THESE PLANS AND/OR ANY SPECIAL PROVISIONS PREPARED FOR THE PROJECT. THIS REQUIREMENT EXTENDS TO ANY STANDARDS, DETAILS, OR SPECIFICATIONS REFERENCED BY THE CONSTRUCTION DOCUMENTS AND NOT INCLUDED IN THE LIST ABOVE.

QUANTITY ESTIMATE AND PAYMENT PROVISIONS

IF ANY MATERIAL QUANTITIES ARE SHOWN ON THESE PLANS, THEY ARE TO BE CONSIDERED AS APPROXIMATE ONLY AND ARE FURNISHED AS A CONVENIENCE TO THE CONTRACTOR IN EVALUATING THE MAGNITUDE OF THE PROJECT SCOPE. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE ACTUAL QUANTITIES OF WORK REQUIRED AND BASE HIS BID ON HIS OWN INDEPENDENT ESTIMATE OF THE WORK SCOPE AND QUANTITIES OF MATERIALS REQUIRED.

THE ESTIMATED QUANTITIES MAY NOT DIRECTLY CORRESPOND TO A BID SCHEDULE/SCHEDULE OF VALUES INCLUDED IN THE CONTRACT DOCUMENTS. PAYMENT FOR ANY WORK ACCOMPLISHED SHALL BE IN ACCORDANCE WITH THE PAYMENT PROVISIONS OUTLINED IN THE CONTRACT DOCUMENTS.

UTILITY COORDINATION

THE CONTRACTOR SHALL HAVE THE RESPONSIBILITY FOR COORDINATING ALL UTILITY RELOCATIONS, VALVE BOX/MANHOLE OR OTHER SURFACE APPURTENANCE ADJUSTMENTS, RESOLUTION OF UTILITY CONFLICTS, OBTAINING NECESSARY PERMITS, SCHEDULING BLUE STAKE, CONDUCTING EXPLORATORY EXCAVATIONS IN ADVANCE OF UTILITY INSTALLATIONS, AND GENERAL CONFORMANCE TO UTILITY AGENCY REQUIREMENTS AND SPECIFICATIONS FOR CONDUCTING THE WORK.

THE CONTRACTOR IS SPECIFICALLY ADVISED TO EXAMINE THE SITE FOR EVIDENCE OF AND CONFLICTS WITH EXISTING UTILITIES PRIOR TO SUBMITTING HIS BID. EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS IN THEIR APPROXIMATE LOCATIONS BASED ON FIELD OBSERVATIONS AND ANY FURNISHED RECORD INFORMATION, BUT THERE IS NO GUARANTEE THAT ALL UTILITY CONFLICTS HAVE BEEN IDENTIFIED. AT THE TIME OF CONSTRUCTION, THE EXACT SIZES, TYPES, AND LOCATIONS OF EXISTING UNDERGROUND IMPROVEMENTS SHALL BE DETERMINED BY THE CONTRACTOR AND HE SHALL FURNISH MATERIALS AS NECESSARY TO CONSTRUCT THE REQUIRED CONNECTIONS.
THE CONTRACTOR SHALL PERFORM ALL NECESSARY POTHOLES AND UTILITY LOCATING AT LEAST TWO WEEKS IN ADVANCE OF ALL UNDERGROUND UTILITY WORK TO ENSURE EXPEDIENT COMPLETION OF THE WORK IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. LOCATING EXISTING UTILITIES FOR THE PURPOSE OF IDENTIFYING CONFLICTS IN ADVANCE OF THE UTILITY RELOCATIONS IS AN IMPORTANT ELEMENT OF THE PROJECT. FAILURE OF THE CONTRACTOR TO LOCATE EXISTING UTILITIES AT LEAST TWO WEEKS IN ADVANCE OF THE CONSTRUCTION ACTIVITIES WILL DIMINISH HIS ABILITY TO MAKE A CLAIM FOR DELAYS FOR UTILITY RELOCATIONS.

ALL FRAMES, COVERS AND VALVE BOXES IN THE CONSTRUCTION AREA SHALL BE ADJUSTED TO FINAL FINISH GRADES, WHETHER INDICATED ON THE PLANS OR NOT. ANY NECESSARY ADJUSTMENTS WHICH ARE NOT SEPARATELY ITEMIZED IN THE BID SCHEDULE SHALL BE CONSIDERED INCIDENTAL TO THE WORK.

THE APPROPRIATE UTILITY COMPANIES SHALL BE NOTIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION. "BLUE STAKE" NUMBER IS 1-800-STAKE-IT. CONTRACTOR SHALL ALLOW TWO WORKING DAYS AFTER "BLUE STAKE" IS NOTIFIED, BEFORE COMMENCING ANY EXCAVATION WORK IN PROXIMITY OF BURIED UTILITIES.

AT LEAST TWO WORKING DAYS PRIOR NOTICE IS REQUIRED BEFORE DISRUPTING EXISTING UTILITY SERVICES TO MAKE CONNECTIONS. THE NOTICE MUST INCLUDE THE EXACT TIME OF THE DISRUPTION OF SERVICE AND THE EXPECTED DURATION OF THE LOSS OF SERVICE. THE NOTICE SHALL BE FURNISHED TO THE OWNER OR OTHERS AS SPECIFIED IN THE CONTRACT DOCUMENTS.

THE LOCATION OF ALL WATER VALVES MUST AT ALL TIMES DURING CONSTRUCTION BE REFERENCED AND MADE AVAILABLE TO THE GOVERNING WATER COMPANY/DEPARTMENT.

ALL WATER LINES SHALL BE PRESSURE AND LEAKAGE TESTED PER AWWA C605-13 OR MAG STANDARDS SECTION 611.

PERMITS

CITY OF FLAGSTAFF PERMITS

A PUBLIC IMPROVEMENTS PERMIT, A FLOODPLAIN USE PERMIT, AND A GRADING PERMIT ARE REQUIRED FOR THIS PROJECT, CONTACT COMMUNITY DEVELOPMENT AT 928-213-2606 TO INITIATE THE PROCESS. CONTACT THE ENGINEERING INSPECTION DEPARTMENT AND STORM WATER DEPARTMENT AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF THE PROJECT TO COORDINATE INSPECTIONS. GRADING CERTIFICATION IS REQUIRED, WHICH SHALL BE SEALED BY THE SURVEYOR AND GEOTECHNICAL ENGINEER; SPECIAL INSPECTION CERTIFICATION FOR ANY BUILT IN PLACE STRUCTURES WILL ALSO BE REQUIRED. AS-BUILTS ARE REQUIRED WITH THE CERTIFICATION.

A PRE-CONSTRUCTION MEETING WITH THE CITY OF FLAGSTAFF IS REQUIRED PRIOR TO THE START OF ANY WORK. CONTACT THE CITY OF FLAGSTAFF PROJECT MANAGER TO SCHEDULE THE MEETING.

EARTHWORK SUMMARY

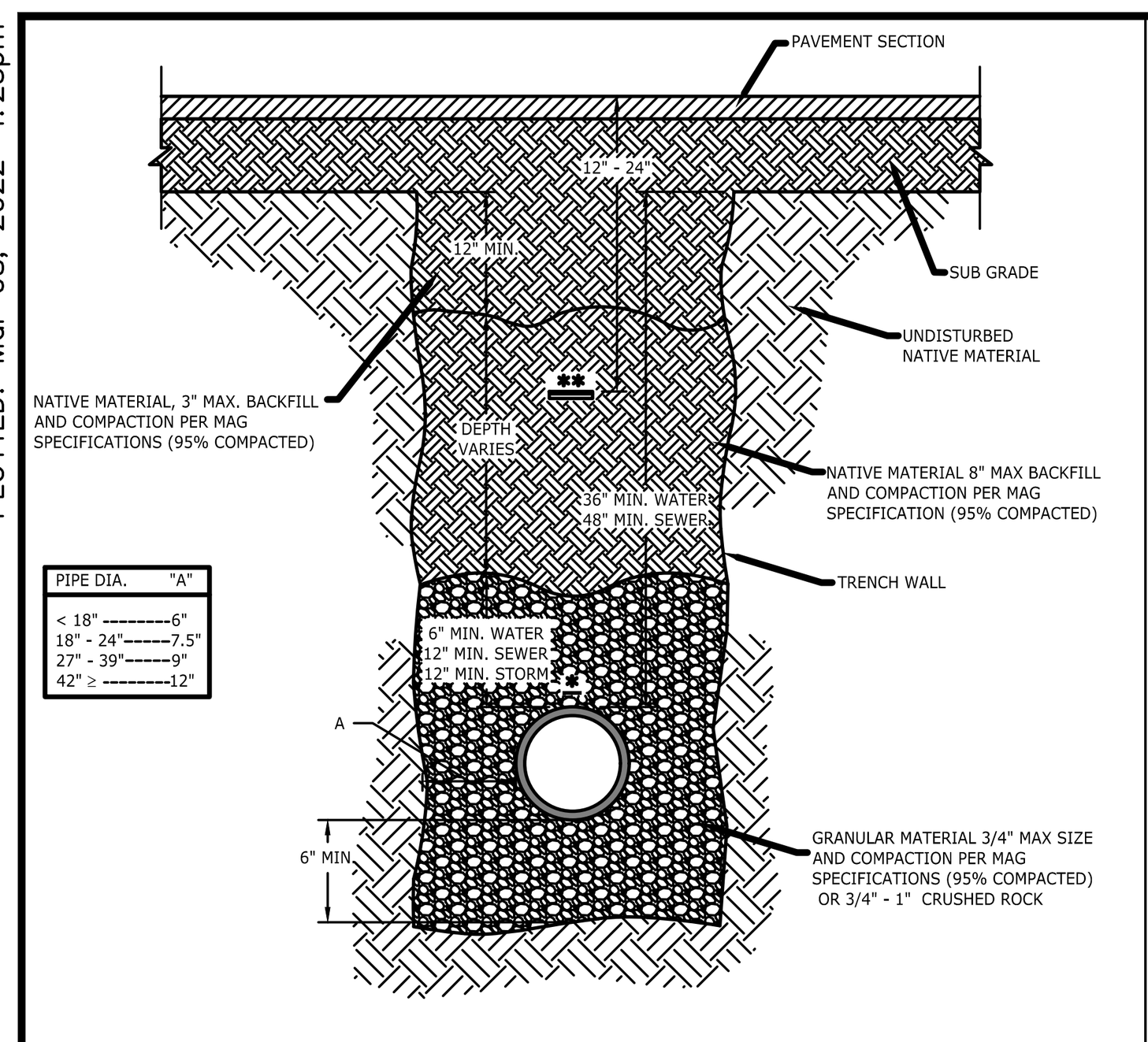
SITE GRADING:

UNADJUSTED CUT: 805 CY
UNADJUSTED FILL: 50 CY

EARTHWORK VOLUMES SHOWN ABOVE ARE BASED ON IN-PLACE VOLUMES REQUIRED FOR SITE GRADING. QUANTITIES ARE NOT ADJUSTED FOR SHRINKAGE (SEE GEOTECH REPORT FOR ESTIMATED SHRINKAGE FACTORS). THESE RESULTS MAY NOT REFLECT THE FINAL CONSTRUCTED QUANTITIES. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN QUANTITY DETERMINATIONS. ADDITIONAL EARTHWORK QUANTITIES SHALL BE CONSIDERED INCIDENTAL TO BUILDING CONSTRUCTION. ANY WASTE MATERIAL SHALL BE INCIDENTAL TO CONSTRUCTION.

CONSTRUCTION QUANTITIES

Keynote	Quantity	Unit	Item Description
			DEMOLITION
101	58	LF	SAWCUT EXISTING AC PAVEMENT (MIN 2') PER M.A.G. SPECS. 336 & 350.
102	222	SY	REMOVE AND DISPOSE OF EXISTING AC PAVEMENT PER M.A.G. SPECS. 336 & 350.
103	115	LF	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER PER M.A.G. SPECS. 336 & 350.
104	407	SF	REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK PER M.A.G. SPECS. 336 & 350. SIDEWALK SHALL BE REMOVED TO NEAREST JOINT.
105	1,677	SF	REMOVE AND DISPOSE OF EXISTING CONCRETE PER M.A.G. SPECS. 336 & 350.
109	105	SF	REMOVE AND DISPOSE OF EXISTING CONCRETE DRIVEWAY PER M.A.G. SPECS. 336 & 350.
116	57	LF	REMOVE AND DISPOSE OF EXISTING 6" POLYVINYL CHLORIDE (PVC) WATERLINE PER M.A.G. SPECS. 336 & 350.
135	1	EA	REMOVE AND DISPOSE OF EXISTING CONCRETE HEADWALL PER M.A.G. SPECS. 336 & 350.
136	173	LF	REMOVE AND SALVAGE EXISTING 60" STORM DRAIN PIPE, PER M.A.G. SPECS. 336 & 350.
137	1,270	SF	REMOVE AND DISPOSE OF EXISTING GROUTED RIPRAP PER M.A.G. SPECS. 336 & 350.
143		NPI	CONTRACTOR AND UNISOURCE TO COORDINATE REMOVAL AND REPLACEMENT OF EXISTING GAS METERS. IF APPLICABLE PROTECT EXISTING GAS METER IN PLACE.
144		NPI	CONTRACTOR AND UNISOURCE TO COORDINATE REMOVAL AND RELOCATION OF EXISTING GAS LINE AND APPURTENANCES. CONTRACTOR TO PROTECT ALL EXISTING SERVICES IN PLACE IF APPLICABLE.
145		NPI	CONTRACTOR TO PROTECT IN PLACE EXISTING TELECOMMUNICATIONS LINE AND APPURTENANCES.
147		NPI	CONTRACTOR TO PROTECT IN PLACE EXISTING OVERHEAD ELECTRIC LINE AND APPURTENANCES. COORDINATE POLE SUPPORT WITH APS DURING CONSTRUCTION AS NEEDED.
148	88	LF	REMOVE AND REPLACE EXISTING PRIVATE FENCE PER M.A.G. SPECS. 336 & 350.
150	5	EA	REMOVE AND DISPOSE OF EXISTING TREE AND ROOTBALL PER M.A.G. SPECS.



NOTES:

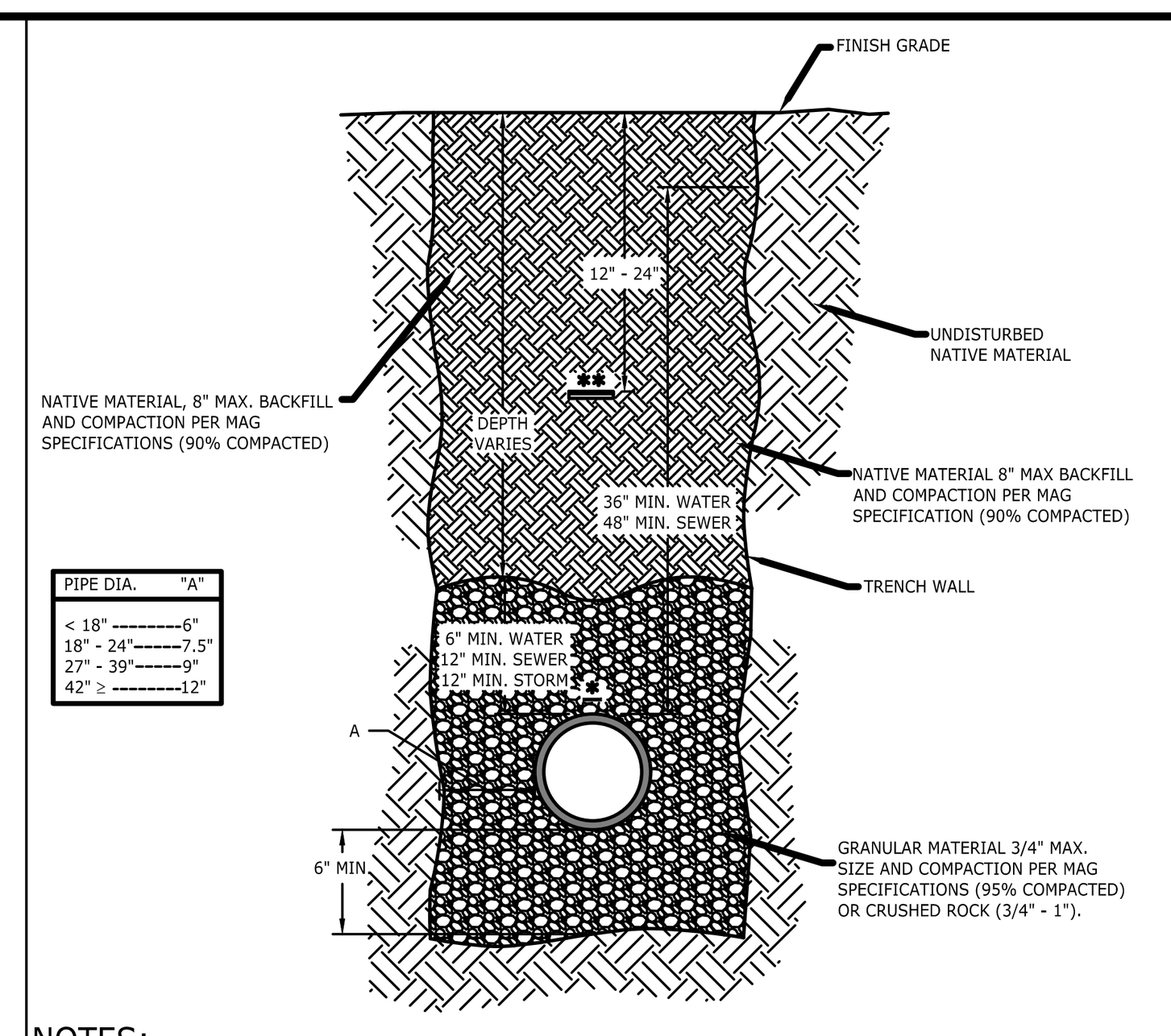
1. NATIVE BACKFILL SHALL BE PER MAG SPECS AND MAY BE SELECTED FROM THE EXCAVATION MATERIAL OR FROM A SOURCE SELECTED BY THE CONTRACTOR AND APPROVED BY THE CITY ENGINEER.
2. NON-SHRINK BACKFILL IN ACCORDANCE WITH COF STD. 9-6-030 AND MAY BE USED FOR BACKFILL UP TO EXISTING SUBGRADE. THE NON-SHRINK BACKFILL SHALL BE PROPORTIONED AS FOLLOWS: 2600 LBS OF 3/8" MINUS AGGREGATE, 800 LBS SAND, 94 LBS CEMENT AND 11 GALLONS WATER

* TRACER WIRE TAPED TO TOP CENTER OF MAIN WITH 10MIL PVC TAPE ON 4' CENTERS, SEE COF STD 9-01-020.

** WARNING TAPE

NTS

City of Flagstaff — ENGINEERING DETAIL — TRENCHING AND BACKFILL NEW PAVED STREET — DETAIL NO. 09-01-031 — REVISION DATE: 12/30/2017 — 1/1



NOTES:

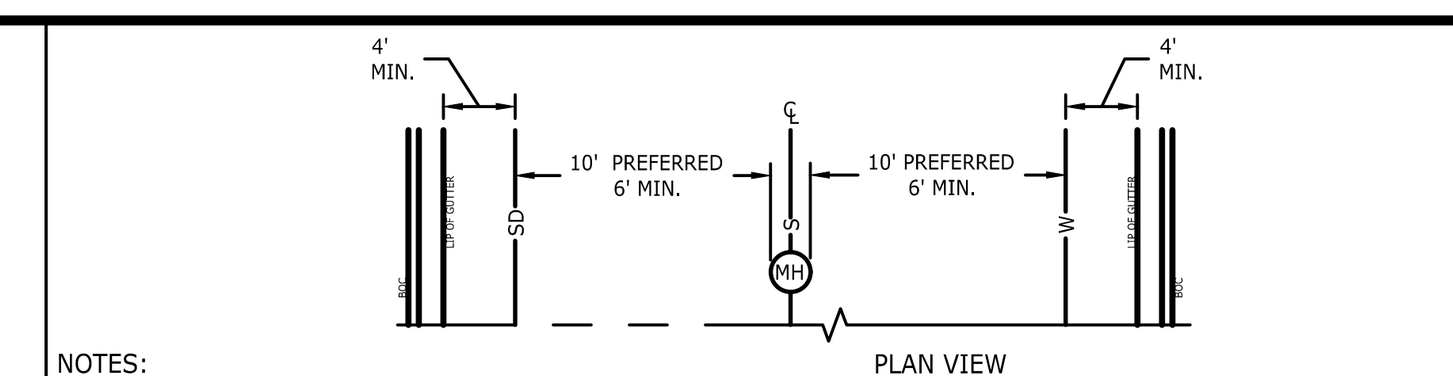
1. NATIVE BACKFILL SHALL BE PER MAG SPECS AND MAY BE SELECTED FROM THE EXCAVATION MATERIAL OR FROM A SOURCE SELECTED BY THE CONTRACTOR AND APPROVED BY THE CITY ENGINEER.
2. IF THE UNPAVED STREET HAS A SURFACE MATERIAL (ABC, CINDERS, ETC) OTHER THAN NATIVE, THE SURFACE MATERIAL SHALL BE REPLACED TO ITS EXISTING DEPTH.
3. NON-SHRINK BACKFILL IN ACCORDANCE WITH COF STD. 9-6-030 AND MAY BE USED FOR BACKFILL UP TO 6" BELOW FINISH GRADE. THE FINAL 6" SHALL BE NATIVE MATERIAL 8" MAX. THE NON-SHRINK BACKFILL SHALL BE PROPORTIONED AS FOLLOWS: 2600 LBS OF 3/8" MINUS AGGREGATE, 800 LBS SAND, 94 LBS CEMENT AND 11 GALLONS WATER

* TRACER WIRE TAPED TO TOP CENTER OF MAIN WITH 10MIL PVC TAPE ON 4' CENTERS, SEE COF STD 9-01-020.

** WARNING TAPE

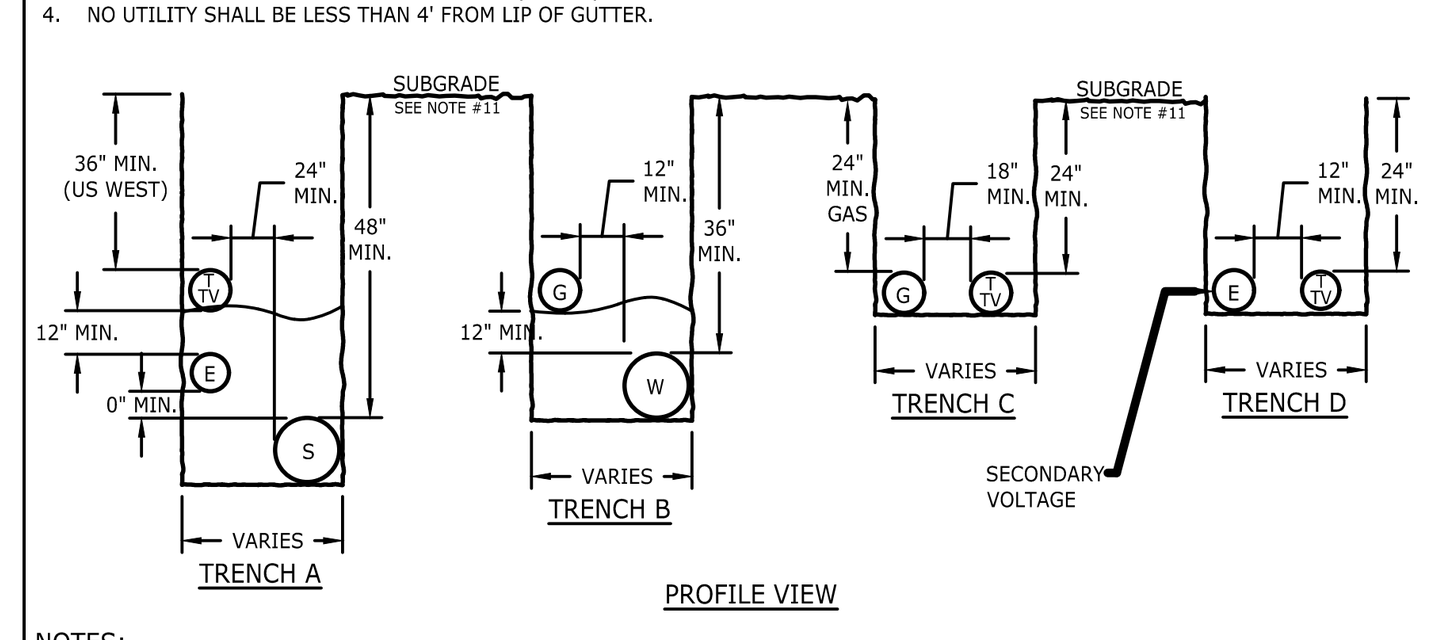
NTS

City of Flagstaff — ENGINEERING DETAIL — TRENCHING AND BACKFILL UNPAVED EASEMENT OR STREET — DETAIL NO. 09-01-032 — REVISION DATE: 12/30/2017 — 1/1



NOTES:

1. WHERE POSSIBLE SEWER SHOULD BE LOCATED AT THE CENTERLINE.
2. WATER SHOULD BE 10' NORTH OR EAST OF CENTERLINE (MIN. 6' SEPARATION FROM SEWER.)
3. STORMDRAIN SHOULD BE 10' FROM SEWER (MIN. 6') ON THE OPPOSITE SIDE OF WHERE WATER IS LOCATED.
4. NO UTILITY SHALL BE LESS THAN 4' FROM LIP OF GUTTER.



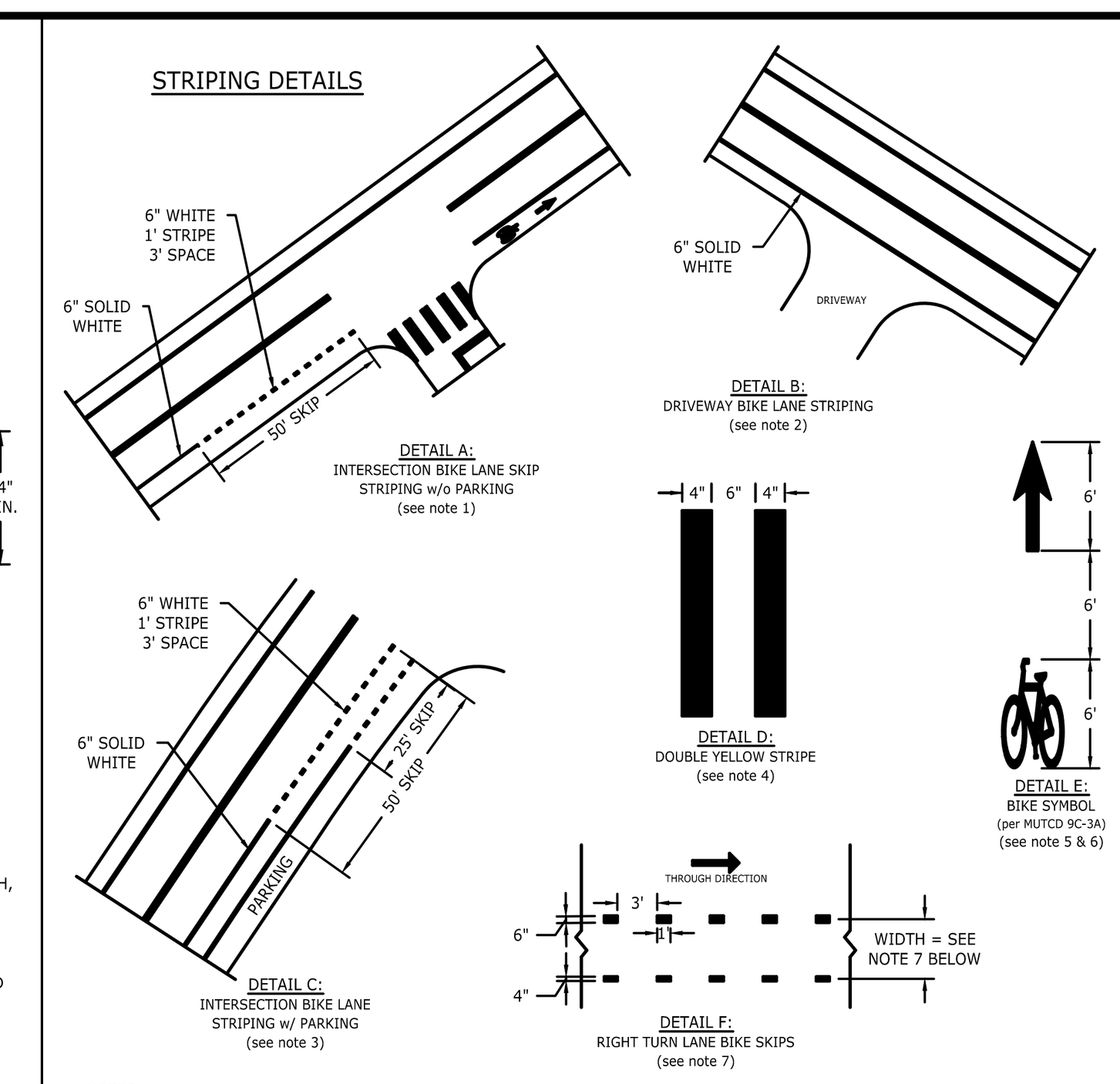
NOTES:

1. THE DIMENSIONS GIVEN IN THESE TRENCH DETAILS ARE MINIMUM. DEPENDING ON THE NUMBER AND SIZE OF UTILITIES IN A TRENCH, ADDITIONAL COVER AND/OR CLEARANCES MAY BE REQUIRED.
2. MINIMUM COVER SHALL BE MEASURED FROM THE TOP OF THE PIPE TO THE SUBGRADE UNDER EXISTING OR PROPOSED PAVEMENT. IN AREAS THAT ARE NOT TO BE PAVED, MINIMUM COVER SHALL BE MEASURED FROM FINISHED GRADE.
3. MINIMUM HORIZONTAL DISTANCE BETWEEN WATER AND SEWER PIPS IS 6 FEET.
4. WHEN SEWER AND WATER LINES CROSS, REFER TO ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (A.D.E.Q.) GUIDELINES, AND OTHER CITY STANDARDS.
5. WHILE POWER AND COMMUNICATION CABLES MAY BE INSTALLED IN SANITARY SEWER TRENCHES, A SEPARATE TRENCH MAY BE REQUIRED WHEN DEEMED NECESSARY BY UTILITY COMPANIES.
6. WATER AND ELECTRIC POWER LINES ARE NOT ALLOWED IN THE SAME TRENCH.
7. GAS AND SEWER LINES ARE NOT ALLOWED IN THE SAME TRENCH
8. TWO WORKING DAYS BEFORE YOU DIG, CALL FOR THE BLUE STAKES 1-800-STAKE-IT
9. TRACER WIRES SHALL BE INSTALLED IN ACCORDANCE WITH STANDARD 9-01-020.
10. WHEN POWER AND COMMUNICATION CABLES ARE NOT IN THE SAME TRENCH, THEY SHALL HAVE A MINIMUM HORIZONTAL SEPARATION OF 36" FROM WATER LINES AND 24" FROM SEWER LINES, AND SHALL MAINTAIN A MINIMUM OF 24" ABOVE SEWER LINES. WHEN GAS LINES ARE NOT IN THE SAME TRENCH, A MINIMUM HORIZONTAL SEPARATION OF 36" FROM SEWER LINES AND 18" FROM WATER LINES SHALL BE MAINTAINED; GAS LINES SHALL ALSO BE A MINIMUM OF 18" ABOVE WATER LINES. ALL MEASUREMENTS SHALL BE MADE FROM THE OUTSIDE EDGE OF PIPE OR CABLE.
11. MINIMUM DEPTHS FOR POWER, GAS, TELEVISION, AND COMMUNICATION ARE MEASURED FROM FINISHED GRADE.
12. ALL WATERLINE (FIRE HYDRANT LEAD LINES, FIRE LINES AND SERVICE LINES SHALL HAVE A MINIMUM HORIZONTAL SEPARATION OF 3')

NTS

City of Flagstaff — ENGINEERING DETAIL — UNDERGROUND UTILITIES IN STREETS TYPICAL LOCATION AND TRENCH DETAIL — DETAIL NO. 09-01-010 — REVISION DATE: 12/30/2017 — 1/1

STRIPING DETAILS

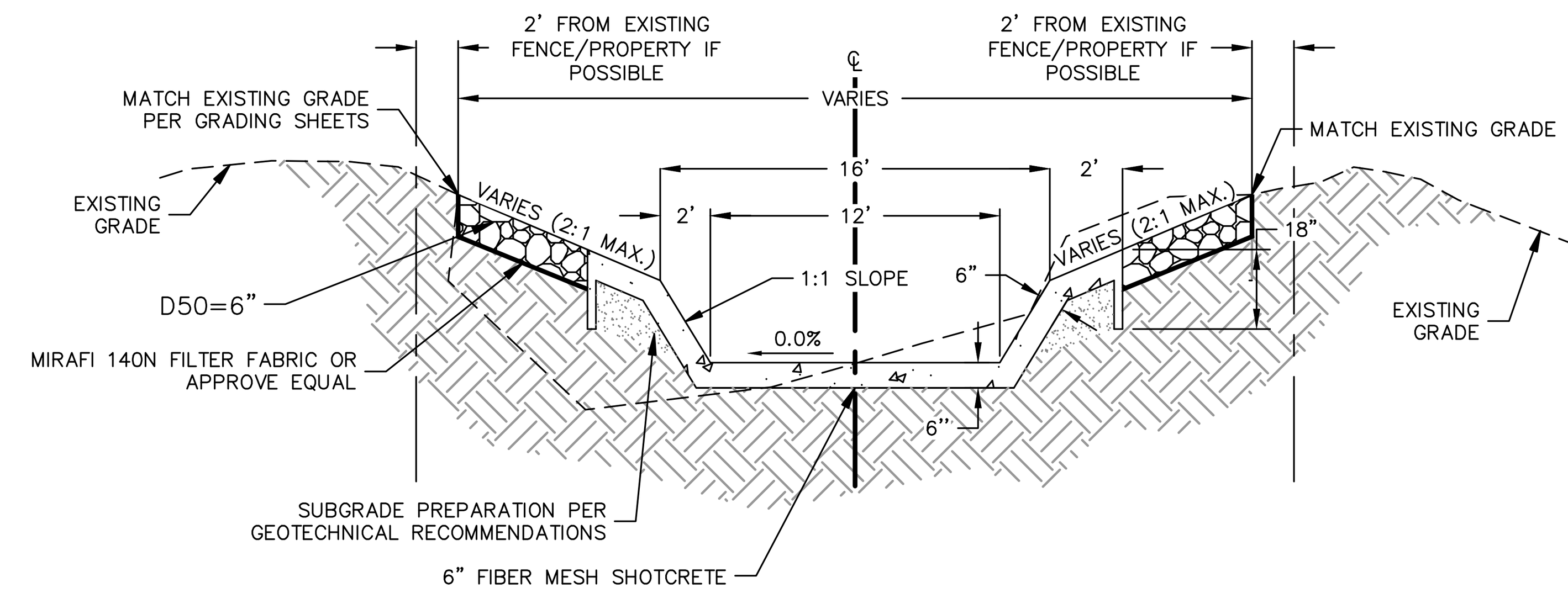


NOTES:

1. USED WHEN A BIKE LANE APPROACHES AN INTERSECTION, STRIPE A SKIP SECTION OF 50 FEET ENDING AT CURB RETURN.
2. SOLID BIKE STRIPING SHALL CONTINUE ACROSS DRIVEWAYS.
3. WHEN PARKING APPROACHES AN INTERSECTION, STRIPE A SKIP SECTION OF 50 FEET ON THE TRAVEL LANE SIDE OF THE BIKE LANE AND A 25 FOOT SECTION ON THE PARKING SIDE OF THE BIKE LANE.
4. DOUBLE YELLOW STRIPING SHALL BE A 4" WIDE STRIPE, A 6" WIDE GAP, AND A 4" WIDE STRIPE.
5. BIKE LANE SYMBOLS SHALL BE 15 FEET FROM THE CURB RETURN ON THE DOWNSTREAM LEG OF ALL INTERSECTIONS.
6. THE GAPS BETWEEN BIKE SYMBOLS SHALL BE RELATIVELY STANDARD SPACING OF NO MORE THAN ½ MILE LONG.
7. TYPICAL BIKE LANE WIDTH = 4.5', EXCEPT WHEN ADJACENT TO ON-STREET PARKING AND/OR WHEN BIKE LANE TRAVERSES BETWEEN TURN LANES, THEN WIDTH = 5'.

NTS

City of Flagstaff — ENGINEERING DETAIL — INTERSECTION STRIPING — DETAIL NO. 16-06-010 — REVISION DATE: 12/30/2017 — 2/4

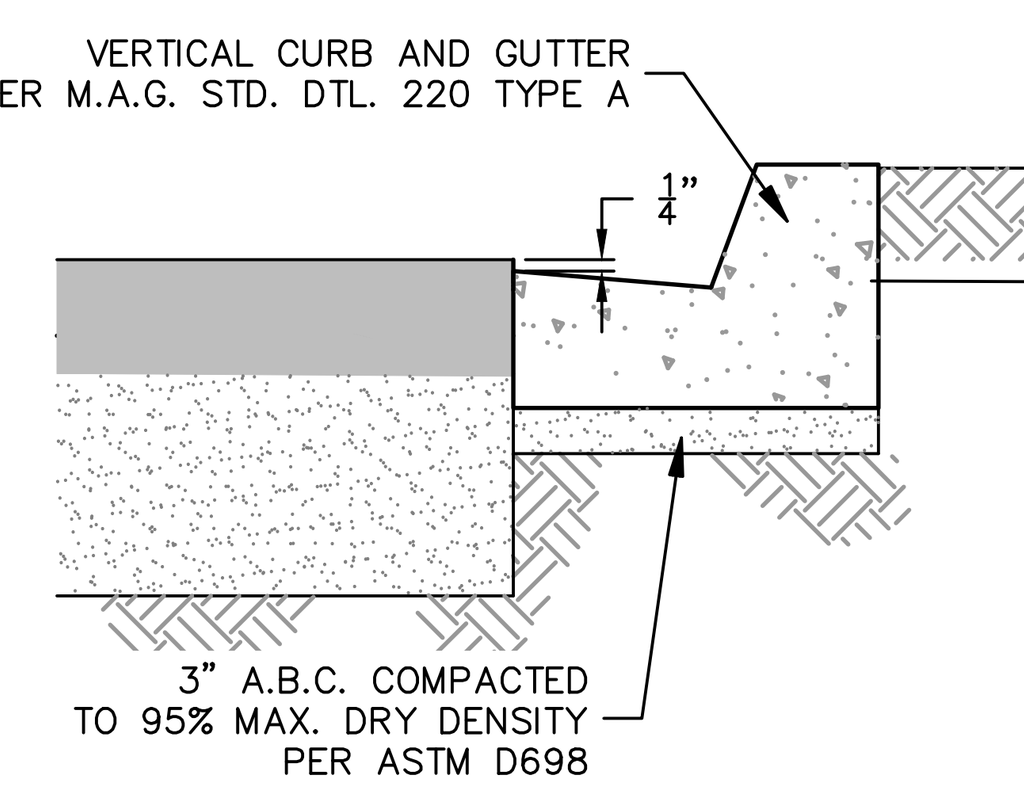


RIPRAP GRADATION TABLE

PERCENT PASSING	SIZE	D-50 CLASS RIPRAP, INCHES						
		6	9	12	18	24	.	
100 to 90	2.0 D-50	12	18	24	36	48	72	
85 to 70	1.5 D-50	9	14	18	27	36	54	45
50 to 30	1.0 D-50	6	9	12	18	24	36	30
15 to 5	0.67 D-50	4	6	8	12	16	24	20
5 to 0	0.33 D-50	2	3	4	6	8	12	10

RIPRAP
-RIPRAP SHALL HAVE A BULK SPECIFIC GRAVITY OF 2.4 OR GREATER (PER ASTM C127) AND ALL ROCK SHALL BE ANGULAR
-RIPRAP SHALL BE BETWEEN 3-INCHES AND 12-INCHES IN DIAMETER, WITH 50% (BY WEIGHT) LARGER THAN 6-INCHES IN DIAMETER UNLESS OTHERWISE SPECIFIED BY THE CITY ENGINEER

SHOTCRETE CHANNEL DETAIL (1/DT01)
NO SCALE

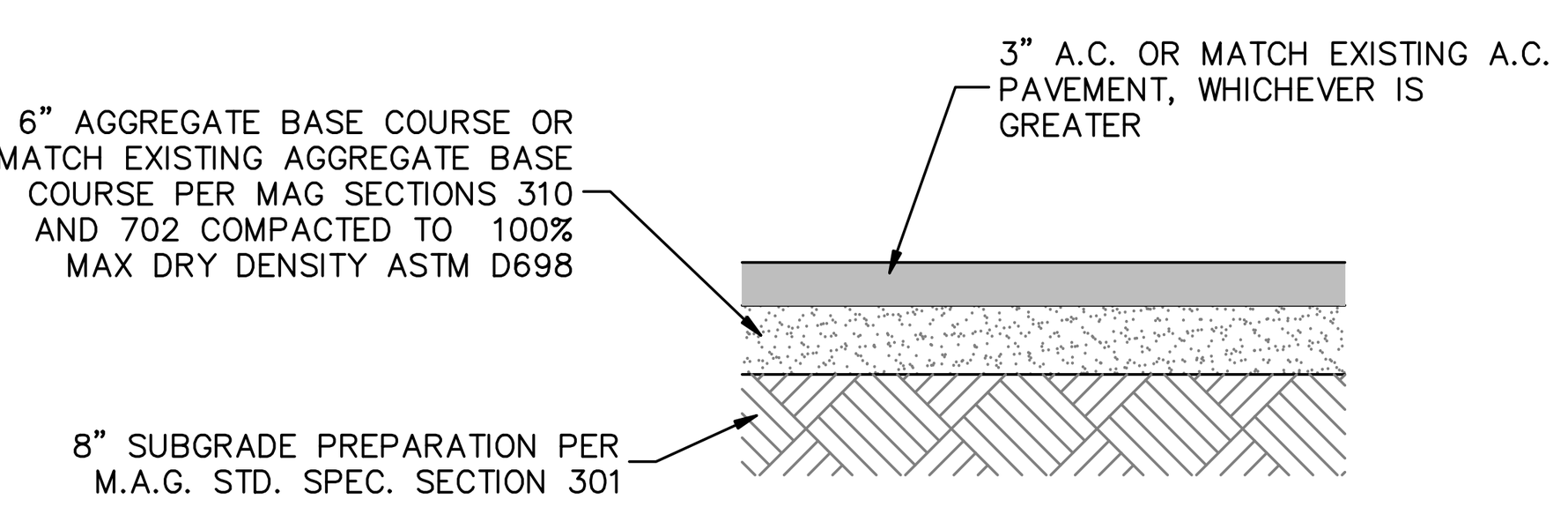


NOTES:
-WHERE DRAINAGE IS TO FLOW AWAY FROM THE CURB, THE GUTTER SHALL BE CONSTRUCTED TO SLOPE AWAY FROM THE FLOWLINE.

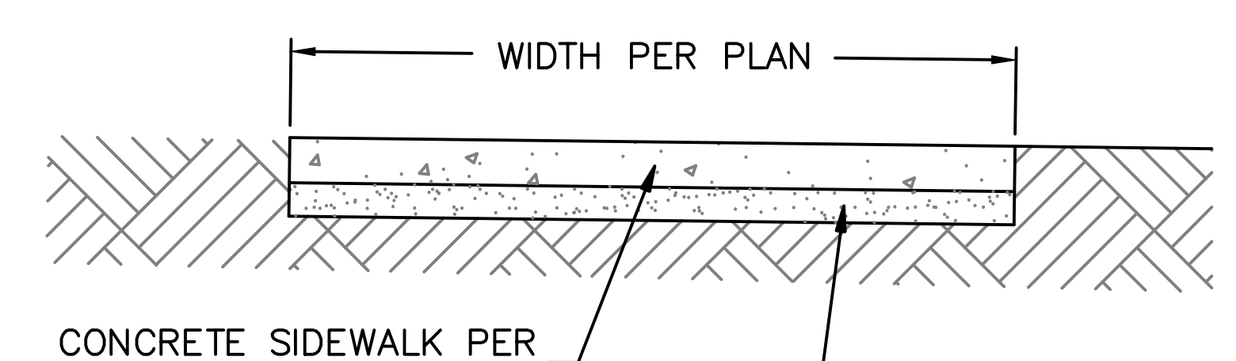
-CONCRETE SHALL HAVE 5% TO 7% AIR ENTRAINMENT.

-CONCRETE SHALL BE CLASS "A" IN ACCORDANCE WITH M.A.G. SPEC. SEC. 725.

VERTICAL CURB & GUTTER (2/DT01)
NO SCALE



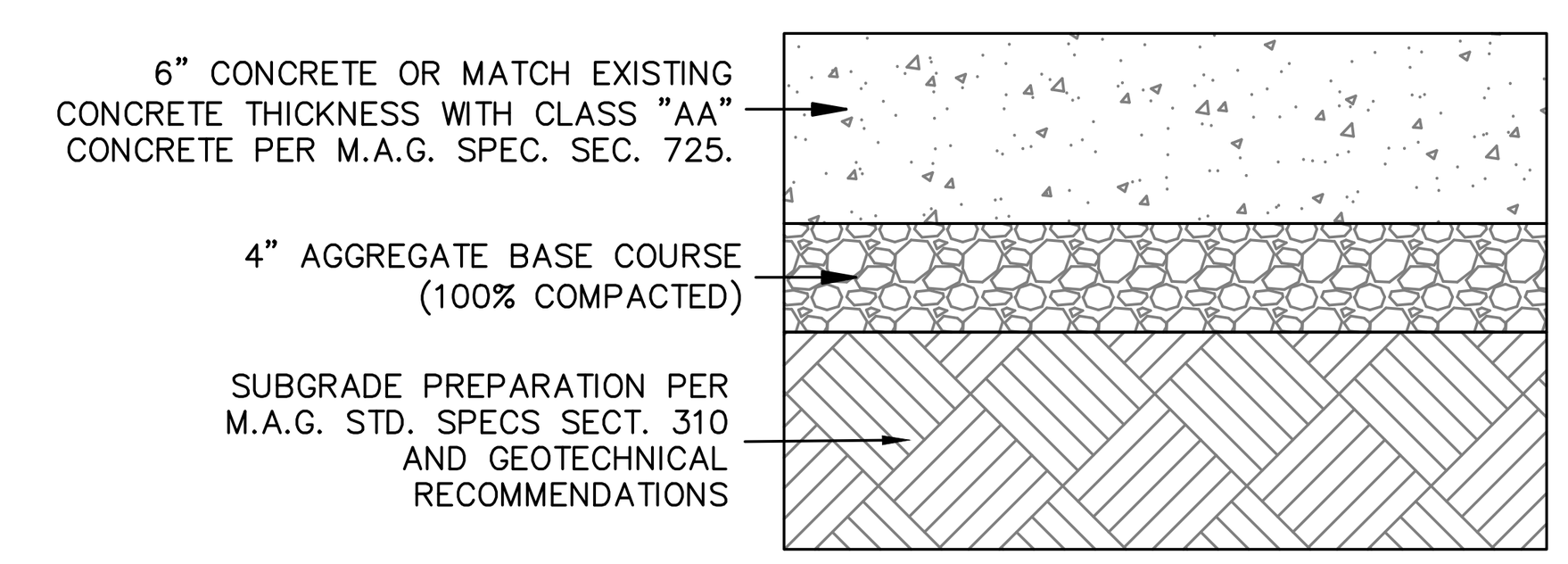
PAVEMENT STRUCTURAL SECTION (3/DT01)
NO SCALE



NOTES:
-CONCRETE SHALL HAVE 5% TO 7% AIR ENTRAINMENT.

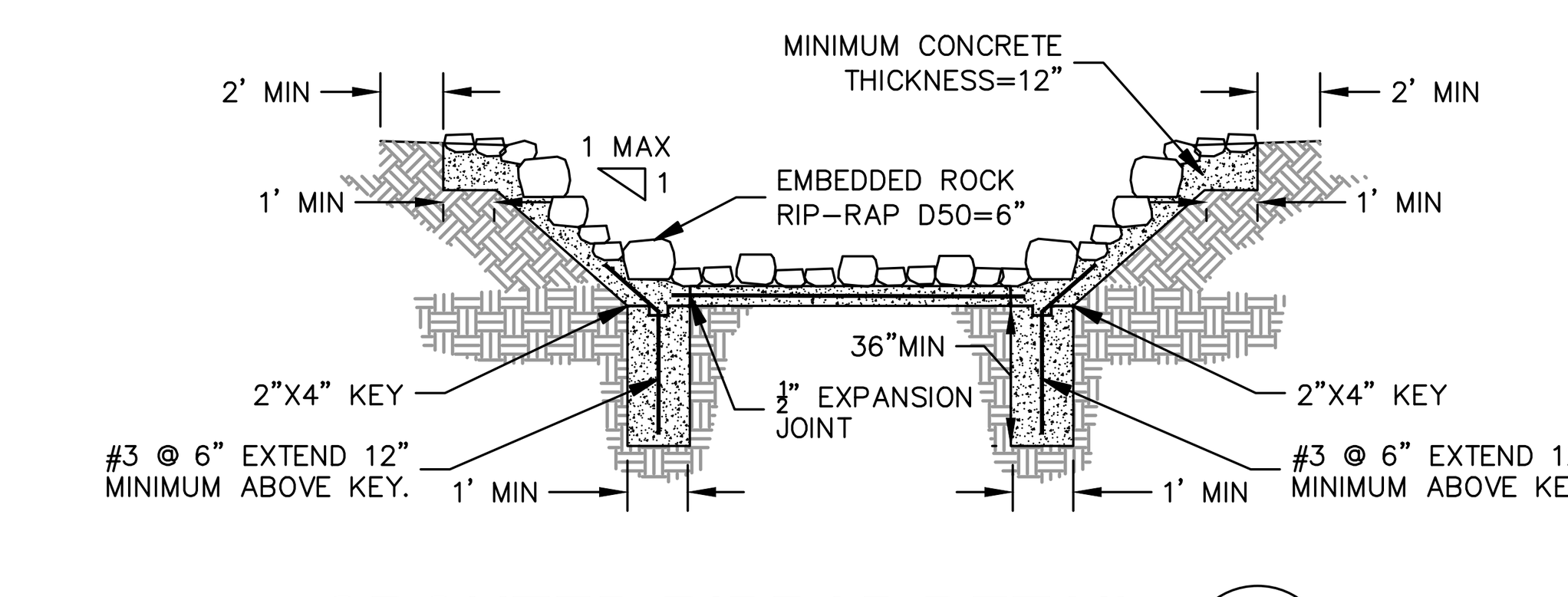
-CONCRETE SHALL BE CLASS "A" IN ACCORDANCE WITH M.A.G. SPEC. SEC. 725.

SIDEWALK (4/DT01)
NO SCALE

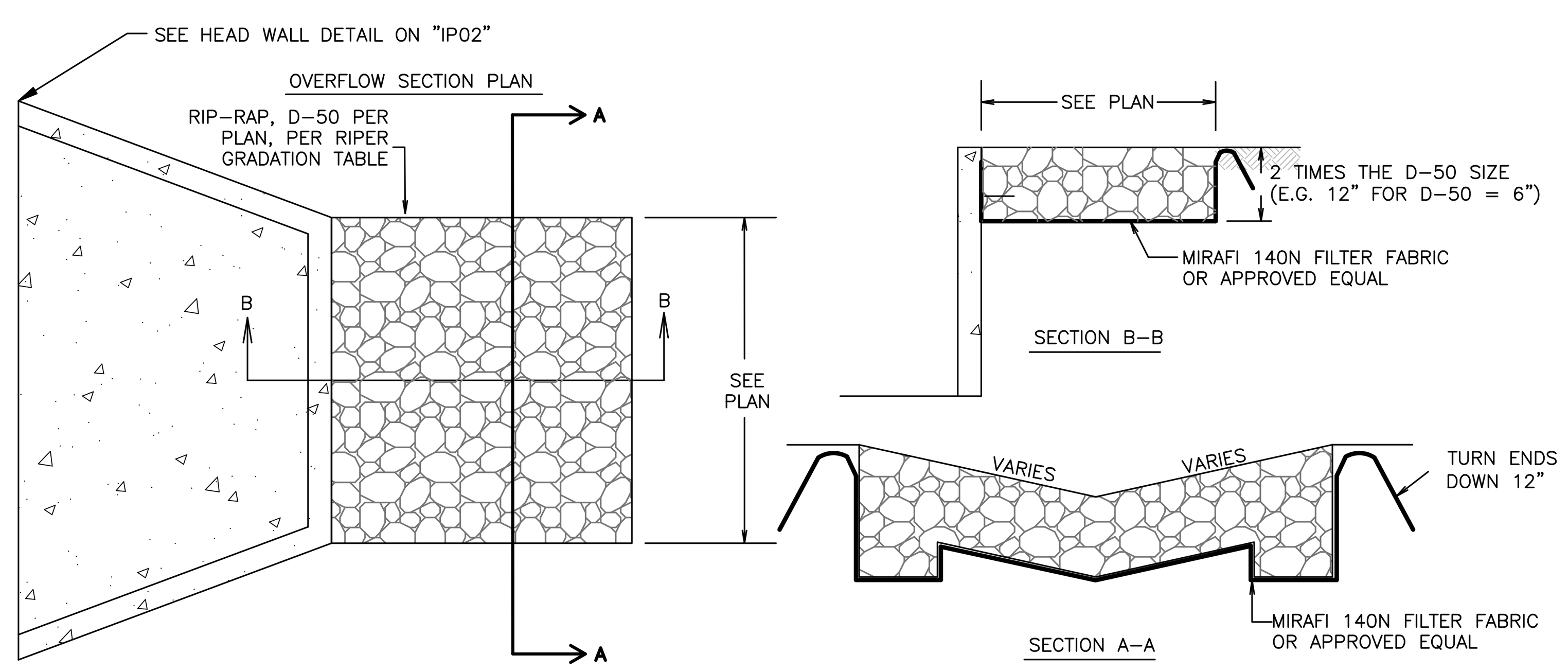


*SEE GEOTECHNICAL REPORT FOR COMPACTION AND EARTHWORK RECOMMENDATIONS

CONCRETE PAVEMENT SECTION (5/DT01)
NO SCALE



GROUTED RIPRAP DETAIL (6/DT01)
NO SCALE



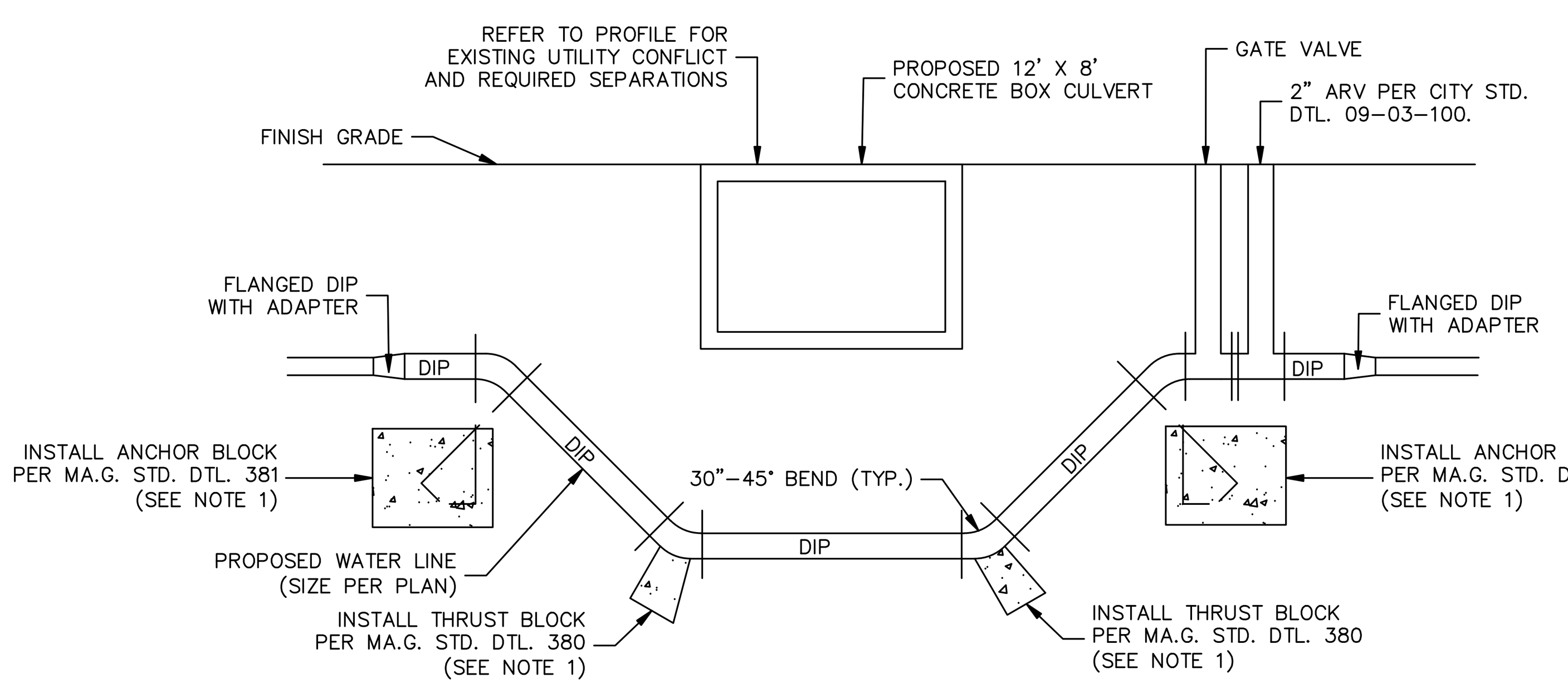
RIPRAP
-RIPRAP SHALL HAVE A BULK SPECIFIC GRAVITY OF 2.4 OR GREATER (PER ASTM C127) AND ALL ROCK SHALL BE ANGULAR
-RIPRAP SHALL BE BETWEEN 3-INCHES AND 12-INCHES IN DIAMETER, WITH 50% (BY WEIGHT) LARGER THAN 6-INCHES IN DIAMETER UNLESS OTHERWISE SPECIFIED BY THE CITY ENGINEER

WIRE-TIED ROCK MATTRESS
-MATTRESS SHOULD BE DIVIDED INTO COMPARTMENTS SO THAT FAILURE OF ONE SECTION OF THE MATTRESS WILL NOT CAUSE LOSS OF THE ENTIRE MATTRESS.
-INSTALL DIAPHRAGMS AT A NOMINAL 2 FOOT SPACING WITHIN EACH OF THE GABON UNITS TO PROVIDE THE RECOMMENDED COMPARTMENTALIZATION
-MAXIMUM SIZE OF STONE SHOULD NOT EXCEED THE THICKNESS OF INDIVIDUAL MATTRESS UNITS OR SMALLER THAN THE WIRE-MESH OPENING. ROCK SIZE SHALL BE D50=12" PLACED AT 24" THICK.

RIPRAP GRADATION TABLE

PERCENT PASSING	SIZE	D-50 CLASS RIPRAP, INCHES				
		6	9	12	18	24
100 to 90	2.0 D-50	12	18	24	36	48
85 to 70	1.5 D-50	9	14	18	27	36
50 to 30	1.0 D-50	6	9	12	18	24
15 to 5	0.67 D-50	4	6	8	12	16
5 to 0	0.33 D-50	2	3	4	6	8

RIPRAP INSTALLATION DETAIL (7/DT01)
NO SCALE



NOTES:
1. ALL BENDS SHALL BE RESTRAINED WITH THRUST BLOCKS PER M.A.G. DTLS. 380 AND 381 AND AS MODIFIED PER C.O.F. ADDENDUM TO M.A.G. SECTION 13-21-002.
2. INSTALL CLASS 250 FLANGED DUCTILE IRON PIPE WITH ADAPTER.
3. SIZE WILL VARY BETWEEN EXISTING RECLAIMED WATERLINE AND THE EXISTING WATERLINE.

VERTICAL WATER REALIGNMENT (8/DT01)
NO SCALE

CITY OF FLAGSTAFF
APPROVAL STAMP

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING, OR RECORDING

Registered Professional Engineer — CERTIFICATE No. 58405 — STEPHEN C. IRWIN — Date Signed 3/08/22 — ARIZONA, U.S.A.

C.O.F. #PZ-21-00259

FLAGSTAFF ARIZONA

SPRUCE AVE. WASH IMPROVEMENTS

DETAIL SHEET

JOB NO:	20285
DATE:	MAR 22
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	KMF
CHECKED:	BD

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

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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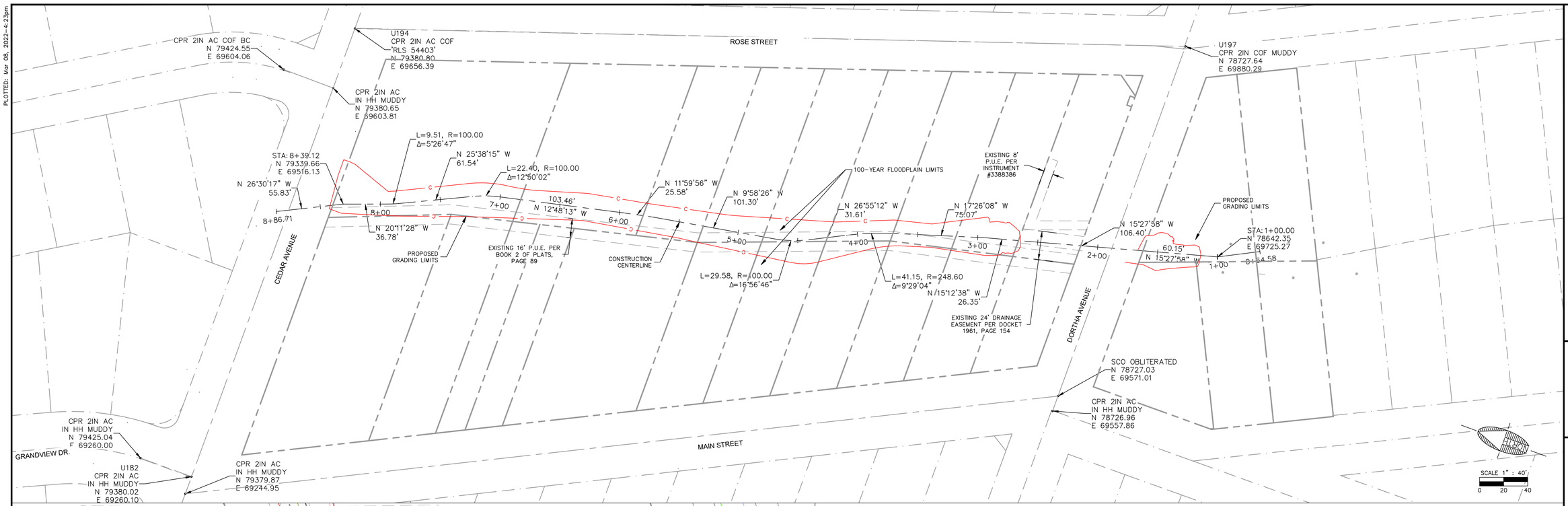
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

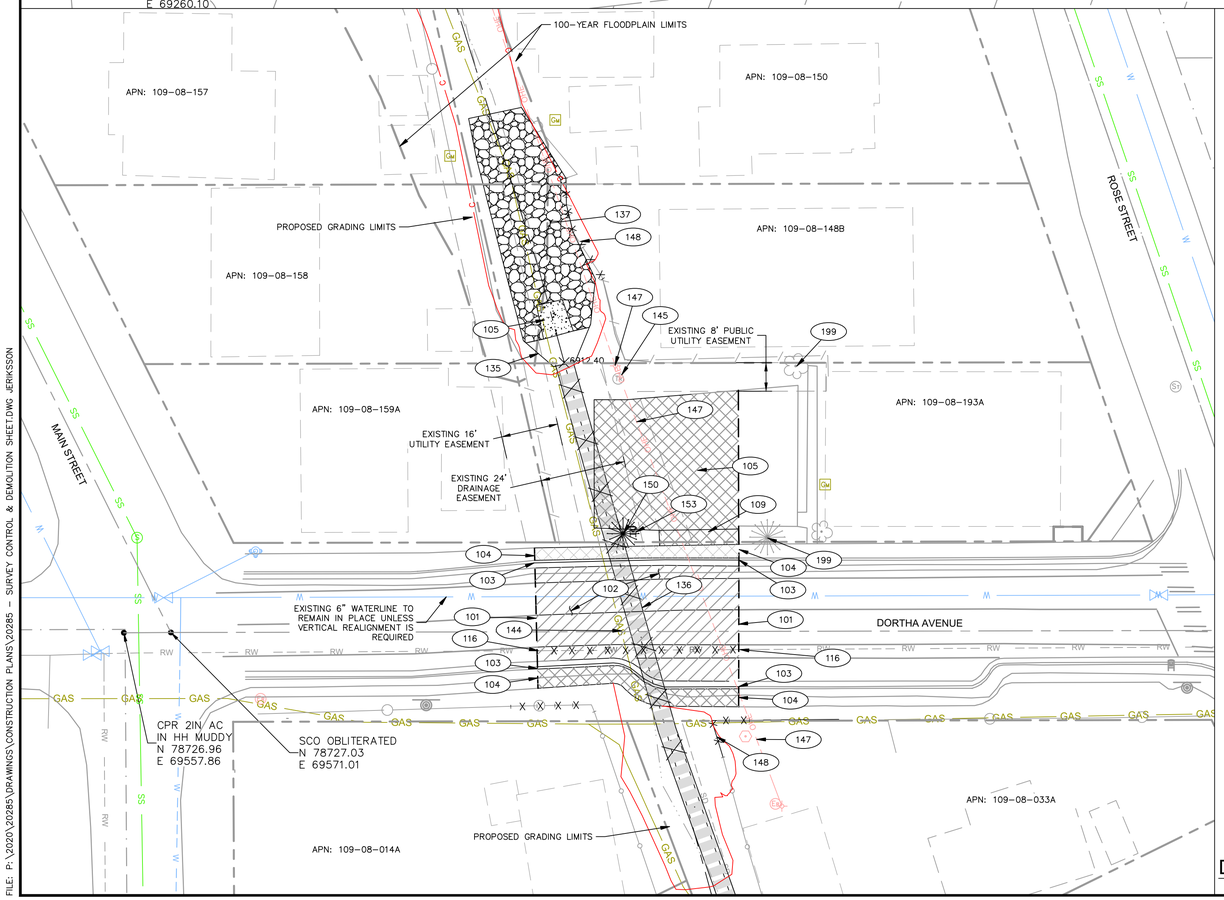
DRAWING NO. DT01

SHT NO. 3 OF 13

PLOTTED: Mar 08, 2022-4:23pm
FILE: P:\2020\20285\DRAWINGS\CONSTRUCTION PLANS\20285 - DETAIL SHEETS.DWG JERIKSSON

PLOTTED: Mar 08, 2022 - 4:23pm





CONSTRUCTION NOTES

101	58	LF	SAWCUT EXISTING AC PAVEMENT (MIN 2") PER M.A.G. SPECS. 336 & 350.
102	182	SY	REMOVE AND DISPOSE OF EXISTING AC PAVEMENT PER M.A.G. SPECS. 336 & 350.
103	115	LF	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER PER M.A.G. SPECS. 336 & 350.
104	407	SF	REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK PER M.A.G. SPECS. 336 & 350. SIDEWALK SHALL BE REMOVED TO NEAREST JOINT.
105	1,677	SF	REMOVE AND DISPOSE OF EXISTING CONCRETE PER M.A.G. SPECS. 336 & 350.
109	105	SF	REMOVE AND DISPOSE OF EXISTING CONCRETE DRIVEWAY PER M.A.G. SPECS. 336 & 350.
116	57	LF	REMOVE AND DISPOSE OF EXISTING 6" POLYVINYL CHLORIDE (PVC) WATERLINE PER M.A.G. SPECS. 336 & 350.
135	1	EA	REMOVE AND DISPOSE OF EXISTING CONCRETE HEADWALL PER M.A.G. SPECS. 336 & 350.
136	173	LF	REMOVE AND SALVAGE EXISTING 60" STORM DRAIN PIPE, PER M.A.G. SPECS. 336 & 350.
137	1,270	SF	REMOVE AND DISPOSE OF EXISTING GROUTED RIPRAP PER M.A.G. SPECS. 336 & 350.
144		NPI	CONTRACTOR AND UNISOURCE TO COORDINATE REMOVAL AND RELOCATION OF EXISTING GAS LINE AND APPURTENANCES. CONTRACTOR TO PROTECT ALL EXISTING SERVICES IN PLACE IF APPLICABLE.
145		NPI	CONTRACTOR TO PROTECT IN PLACE EXISTING TELECOMMUNICATIONS LINE AND APPURTENANCES.
147		NPI	CONTRACTOR TO PROTECT IN PLACE EXISTING OVERHEAD ELECTRIC LINE AND APPURTENANCES. COORDINATE POLE SUPPORT WITH APS DURING CONSTRUCTION AS NEEDED.
148	77	LF	REMOVE AND REPLACE EXISTING PRIVATE FENCE PER M.A.G. SPECS. 336 & 350.
153	1	EA	CONTRACTOR TO REMOVE AND REINSTALL EXISTING PRIVATE MAILBOX PER M.A.G. SPECS. 336 & 350. COORDINATE WITH CITY AND OWNER FOR REINSTALLATION.
199		NPI	PROTECT EXISTING TREE IN PLACE.

COORDINATE SYSTEM DETAILS

LINEAR UNIT: INTERNATIONAL FEET
GEODETIC DATUM: NAD 83 (CONUS)
VERTICAL DATUM: NAVD 88, REFERENCED FROM NGS CONTROL POINT "AZFL"
SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION PROJECTION (2015)

PROJECTION:
TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN: 35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN: 111° 37' 00" W
NORTHING AT GRID ORIGIN: 0 FT
EASTING AT CENTRAL MERIDIAN: 70,000 FT
CENTRAL MERIDIAN SCALE FACTOR: 1.000333 (EXACT)

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODEDIC NORTH; NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM NGS CONTROL POINT "AZFL" USING GPS WITH NGS GEOID MODEL "GEOID12A". ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE PUBLISHED ELEVATION OF THIS STATION.

THE SURVEY WAS CONDUCTED USING GPS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. A PARTIAL LIST OF POINT COORDINATES FOR THIS SURVEY IS GIVEN BELOW (ADDITIONAL COORDINATES ARE AVAILABLE UPON REQUEST). LOCAL NETWORK ESTIMATES ARE GIVEN AT THE 95% CONFIDENCE LEVEL AND ARE BASED ON A LEAST-SQUARES ADJUSTMENT OF STATISTICALLY INDEPENDENT OBSERVATIONS.

POINT U182 = FOUND CPR 2IN AC IN HH MUDDY ON INTERSECTION OF GRANDVIEW DR. AND E. CEDAR AVE.
NORTHING = 79380.02 FT
EASTING = 69260.10 FT
ELEVATION = 6932.518 FT

POINT U194 = FOUND CPR 2IN AC COF ON INTERSECTION OF N. ROSE ST. AND E. CEDAR AVE.
NORTHING = 79380.80 FT
EASTING = 69656.39 FT
ELEVATION = 6929.484 FT

POINT U197 = FOUND CPR 2IN COF MUDDY ON INTERSECTION OF N. ROSE ST. AND E. DORTHA AVE.
NORTHING = 78727.64 FT
EASTING = 69880.29 FT
ELEVATION = 6916.189 FT

CITY OF FLAGSTAFF
APPROVAL STAMP

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. #PZ-21-00259

DEMOLITION PLAN
1"= 20'

FLAGSTAFF
ARIZONA

SPRUCE AVE. WASH IMPROVEMENTS

SURVEY CONTROL AND DEMOLITION PLAN (1)

JOB NO:	20285
DATE:	MAR 22
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	KMF
CHECKED:	BD

NO.	DESCRIPTION	DATE	BY
REVISIONS			

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

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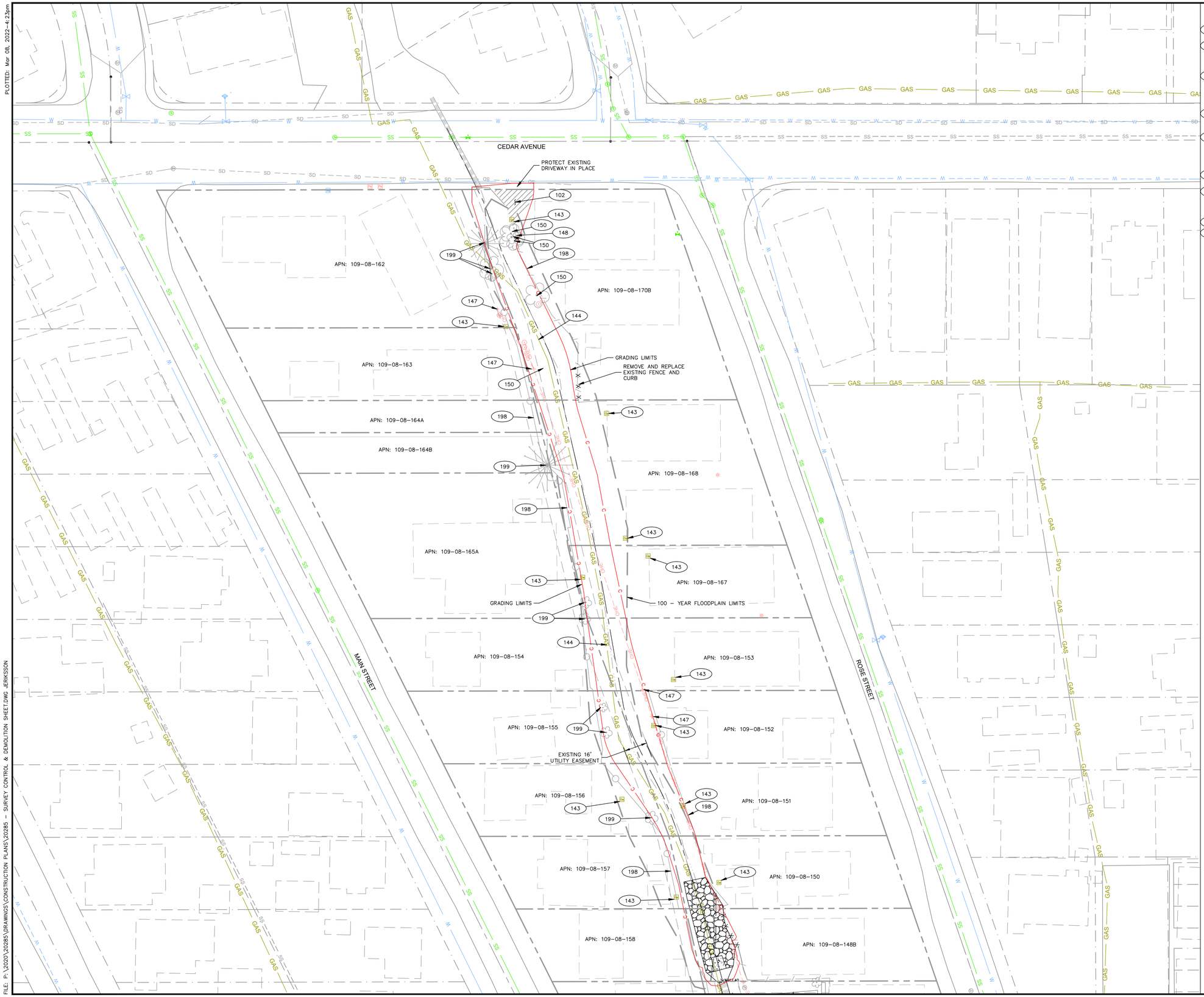
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
SV01

SHT NO. 4 OF 13

FILE: P:\2020\20285\DRAWINGS\CONSTRUCTION PLANS\20285 - SURVEY CONTROL & DEMOLITION SHEET.DWG, JERKSSON

PLOTTED: Mar 08, 2022 - 4:23pm



CONSTRUCTION NOTES

102	40	SY	REMOVE AND DISPOSE OF EXISTING AC PAVEMENT PER M.A.G. SPECS. 336 & 350.
143		NPI	CONTRACTOR AND UNISOURCE TO COORDINATE REMOVAL AND REPLACEMENT OF EXISTING GAS METERS. IF APPLICABLE PROTECT EXISTING GAS METER IN PLACE.
144		NPI	CONTRACTOR AND UNISOURCE TO COORDINATE REMOVAL AND RELOCATION OF EXISTING GAS LINE AND APPURTENANCES. CONTRACTOR TO PROTECT ALL EXISTING SERVICES IN PLACE IF APPLICABLE.
145		NPI	CONTRACTOR TO PROTECT IN PLACE EXISTING TELECOMMUNICATIONS LINE AND APPURTENANCES.
147		NPI	CONTRACTOR TO PROTECT IN PLACE EXISTING OVERHEAD ELECTRIC LINE AND APPURTENANCES. COORDINATE POLE SUPPORT WITH APS DURING CONSTRUCTION AS NEEDED.
148	11	LF	REMOVE AND REPLACE EXISTING PRIVATE FENCE PER M.A.G. SPECS. 336 & 350.
150	5	EA	REMOVE AND DISPOSE OF EXISTING TREE AND ROOTBALL PER M.A.G. SPECS. 336 & 350. CONTRACTOR TO REMOVE TREES FROM SITE THE SAME DAY THEY ARE DOWNED.
198		NPI	PROTECT EXISTING FENCE IN PLACE
199		NPI	PROTECT EXISTING TREE IN PLACE.

FLAGSTAFF ARIZONA

SPRUCE AVE. WASH IMPROVEMENTS

SURVEY CONTROL AND DEMOLITION PLAN (2)

JOB NO: 20285
DATE: MAR 22
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: KMF
CHECKED: BD

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

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NO.	DESCRIPTION	DATE	BY

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PRELIMINARY
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STEPHEN C. IRWIN
Registered Professional Engineer
No. 36487
Signed
ARIZONA, USA

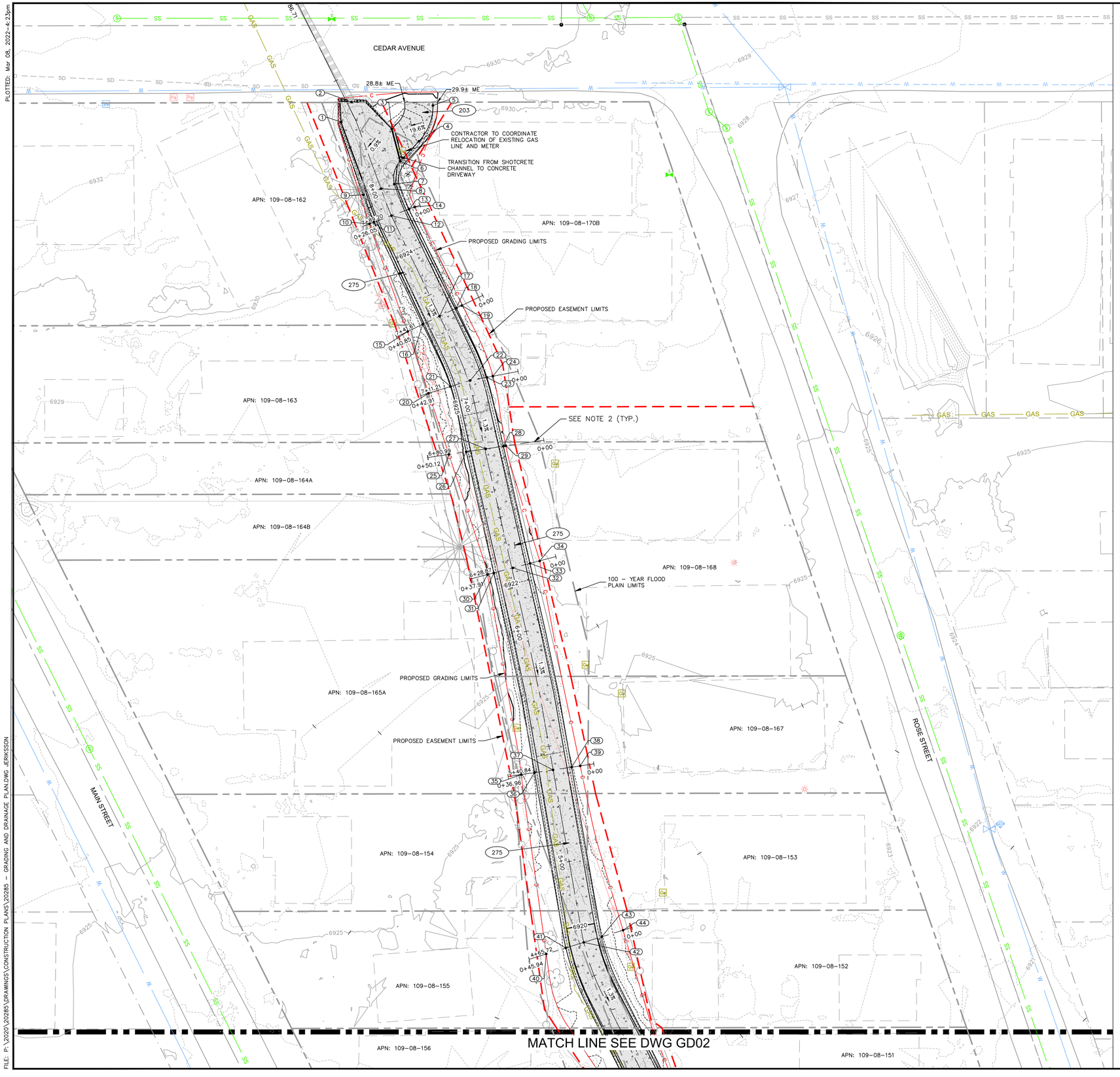
SCALE 1" : 30'
0 15 30

C.O.F. #PZ-21-00259

DRAWING NO.
SV02

SHT NO. 5 OF 13

FILE: P:\2020\20285\DRAWINGS\CONSTRUCTION PLANS\20285 - SURVEY CONTROL & DEMOLITION SHEET.DWG, JERKSSON



PLOTTED: Mar 08, 2022 - 4:23pm

FILE: P:\2020\20285\DRAWINGS\CONSTRUCTION PLANS\20285 - GRADING AND DRAINAGE PLAN.DWG JERIKSSON

POINT TABLE

POINT #	STA/OFFSET	ELEVATION	NORTHING	EASTING	DESCRIPTION
1	STA: 8+33.13, 5.92' L	6924.65	79339.0370	79339.0370	BOTTOM OF WALL
2	STA: 8+38.86, 1.84' R	6925.00	79347.6325	79347.6325	EXISTING INVERT
3	STA: 8+22.28, 13.13' R	6924.75	79336.1217	79336.1217	BOTTOM OF WALL
4	STA: 8+13.38, 22.19' R	6927.23	79330.8992	79330.8992	ACCESS RAMP
5	STA: 8+25.65, 33.07' R	6929.37	79346.1664	79346.1664	ACCESS RAMP
6	STA: 8+08.21, 11.77' R	6924.75	79322.4488	79322.4488	ACCESS RAMP
7	STA: 7+99.85, 6.00' R	6924.40	79312.6155	79312.6155	BOTTOM OF CHANNEL
8	STA: 8+00.00, 0.00'	6924.40	79310.6820	79310.6820	BOTTOM OF CHANNEL
9	STA: 8+00.08, 7.94' L	6926.35	79308.0109	79308.0109	BOTTOM OF CHANNEL
10	STA: 7+88.17, 10.01' L	6928.68	79295.6354	79295.6354	TOP OF SLOPE
11	STA: 7+88.06, 8.00' L	6926.27	79296.3361	79296.3361	TOP OF CONC CHANNEL
12	STA: 7+87.61, 0.00'	6924.23	79299.1285	79299.1285	BOTTOM OF CONC CHANNEL
13	STA: 7+87.07, 8.00' R	6926.21	79301.9217	79301.9217	TOP OF CONC CHANNEL
14	STA: 7+86.88, 10.54' R	6927.74	79302.8092	79302.8092	TOP OF SLOPE
15	STA: 7+40.02, 15.11' L	6927.60	79249.6651	79249.6651	TOP OF SLOPE
16	STA: 7+40.02, 8.00' L	6925.60	79252.7462	79252.7462	TOP OF CONC CHANNEL
17	STA: 7+40.02, 0.00'	6923.60	79256.2109	79256.2109	BOTTOM OF CONC CHANNEL
18	STA: 7+40.03, 8.00' R	6925.60	79259.6757	79259.6757	TOP OF CONC CHANNEL
19	STA: 7+40.00, 10.55' R	6925.71	79260.7549	79260.7549	TOP OF SLOPE
20	STA: 7+10.06, 17.74' L	6928.42	79223.3237	79223.3237	TOP OF SLOPE
21	STA: 7+09.85, 8.00' L	6925.19	79226.1798	79226.1798	TOP OF CONC CHANNEL
22	STA: 7+09.69, 0.81' R	6923.19	79228.7618	79228.7618	BOTTOM OF CONC CHANNEL
23	STA: 7+08.84, 8.00' R	6925.18	79230.1095	79230.1095	TOP OF CONC CHANNEL
24	STA: 7+08.56, 10.61' R	6926.08	79230.5979	79230.5979	TOP OF SLOPE
25	STA: 6+80.99, 15.48' L	6925.98	79197.1970	79197.1970	TOP OF SLOPE
26	STA: 6+80.42, 8.00' L	6924.80	79198.3036	79198.3036	TOP OF CONC CHANNEL
27	STA: 6+79.79, 0.42' R	6922.79	79199.5492	79199.5492	BOTTOM OF CONC CHANNEL
28	STA: 6+79.22, 8.00' R	6924.78	79200.6712	79200.6712	TOP OF CONC CHANNEL
29	STA: 6+79.20, 9.05' R	6924.81	79200.8866	79200.8866	TOP OF SLOPE
30	STA: 6+27.32, 10.76' L	6925.28	79145.9113	79145.9113	TOP OF SLOPE
31	STA: 6+27.32, 8.00' L	6924.08	79146.5220	79146.5220	TOP OF CONC CHANNEL
32	STA: 6+27.69, 0.43' R	6922.09	79148.7494	79148.7494	BOTTOM OF CONC CHANNEL
33	STA: 6+27.94, 8.00' R	6924.09	79150.6685	79150.6685	TOP OF CONC CHANNEL
34	STA: 6+28.00, 12.26' R	6924.25	79151.6729	79151.6729	TOP OF SLOPE
35	STA: 5+40.09, 13.76' L	6924.07	79060.4642	79060.4642	TOP OF SLOPE
36	STA: 5+39.93, 8.00' L	6922.91	79061.3072	79061.3072	TOP OF CONC CHANNEL
37	STA: 5+39.72, 0.00'	6920.91	79062.4786	79062.4786	BOTTOM OF CONC CHANNEL
38	STA: 5+39.50, 8.00' R	6922.91	79063.6500	79063.6500	TOP OF CONC CHANNEL
39	STA: 5+39.40, 11.70' R	6923.72	79064.1916	79064.1916	TOP OF SLOPE
40	STA: 4+63.87, 16.75' L	6922.63	78983.8677	78983.8677	TOP OF SLOPE
41	STA: 4+64.38, 8.00' L	6921.90	78986.4650	78986.4650	TOP OF CONC CHANNEL
42	STA: 4+64.92, 0.00'	6919.90	78988.8412	78988.8412	BOTTOM OF CONC CHANNEL
43	STA: 4+65.55, 8.00' R	6921.91	78991.2184	78991.2184	TOP OF CONC CHANNEL
44	STA: 4+66.47, 17.51' R	6923.95	78994.0449	78994.0449	TOP OF SLOPE

CONSTRUCTION NOTES

(203) 402 SF CONSTRUCT SHOTCRETE STRUCTURAL SECTION PER DETAIL 5 ON SHEET DT01.

(275) 7113 SF CONSTRUCT SHOTCRETE CHANNEL PER TYPICAL DETAIL 1 ON SHEET DT01.

NOTE:
1) ALL PROPOSED CONTOURS ARE TO FINISHED GRADE.
2) NOTE ALL REFERENCE STATIONS SHOWN HAVE CORRESPONDING CROSS SECTIONS SHOWN ON SHEET "GD03".

CITY OF FLAGSTAFF APPROVAL STAMP

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SCALE 1" : 20'
0 10 20

C.O.F. #PZ-21-00259

FLAGSTAFF ARIZONA

SPRUCE AVE. WASH IMPROVEMENTS

GRADING AND DRAINAGE PLAN (1)

JOB NO: 20285
DATE: MAR 22
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: KMF
CHECKED: BD

REVISIONS

NO.	DESCRIPTION	DATE	BY

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Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
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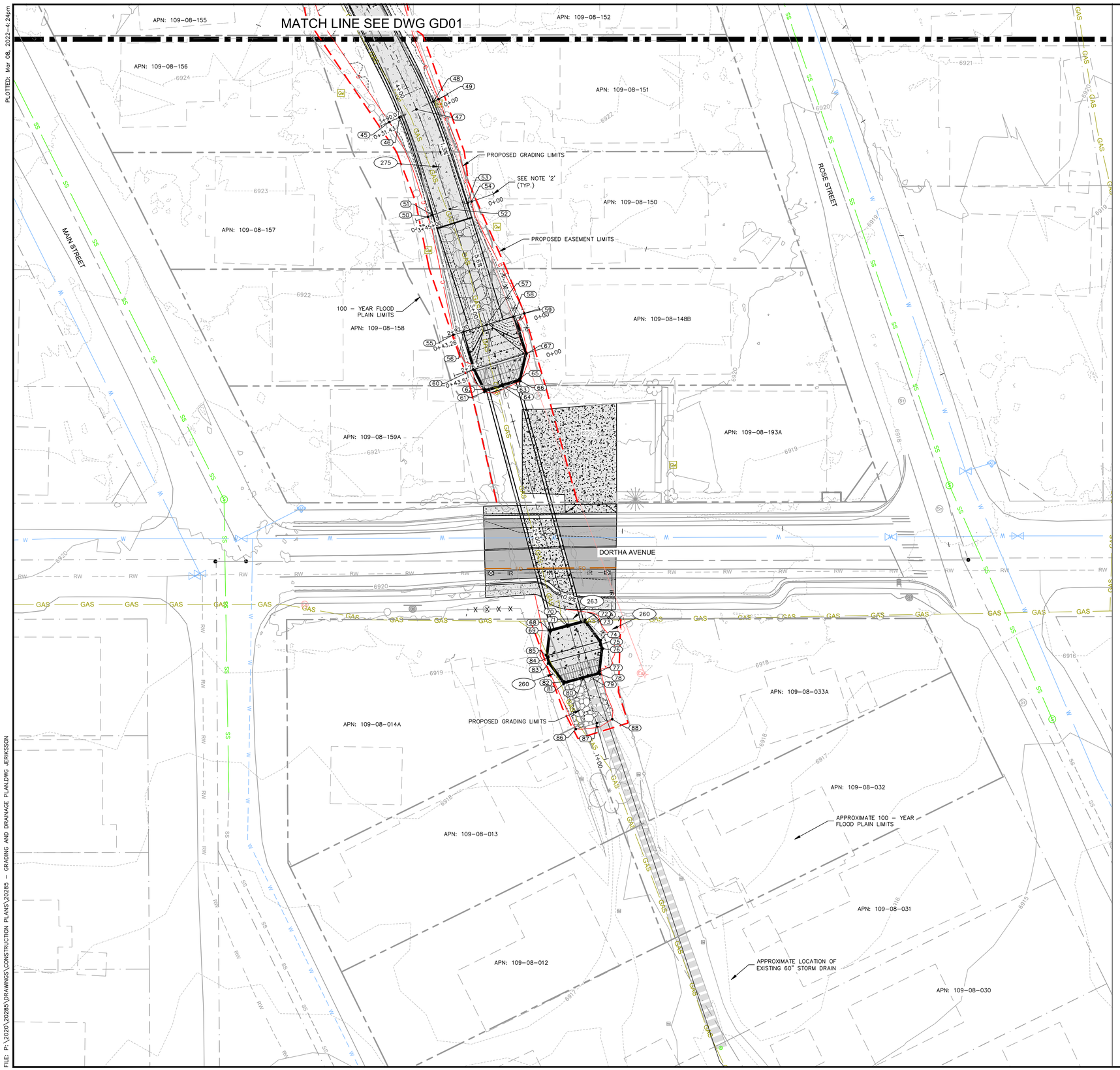
DRAWING NO. GD01

SHT NO. 6 OF 13



POINT TABLE					
POINT #	STA/OFFSET	ELEVATION	NORTHING	EASTING	DESCRIPTION
45	STA: 3+89.37, 12.83' L	6922.16	78915.1536	78915.1536	TOP OF SLOPE
46	STA: 3+89.59, 8.00' L	6920.89	78917.1897	78917.1897	TOP OF CONC CHANNEL
47	STA: 3+89.94, 0.00'	6918.90	78920.5614	78920.5614	BOTTOM OF CONC CHANNEL
48	STA: 3+90.27, 8.00' R	6920.90	78923.9330	78923.9330	TOP OF CONC CHANNEL
49	STA: 3+90.36, 10.44' R	6922.79	78924.9630	78924.9630	TOP OF SLOPE
50	STA: 3+44.50, 10.06' L	6921.83	78874.5125	78874.5125	TOP OF SLOPE
51	STA: 3+44.68, 8.00' L	6920.29	78875.2986	78875.2986	TOP OF CONC CHANNEL
52	STA: 3+44.91, 0.00'	6918.29	78877.9157	78877.9157	BOTTOM OF CONC CHANNEL
53	STA: 3+45.14, 8.00' R	6920.30	78880.5329	78880.5329	TOP OF CONC CHANNEL
54	STA: 3+45.19, 9.71' R	6921.67	78881.0927	78881.0927	TOP OF SLOPE
55	STA: 2+92.52, 14.74' L	6921.83	78824.0649	78824.0649	TOP OF SLOPE
56	STA: 2+92.64, 10.21' L	6920.00	78825.3651	78825.3651	INLET STRUCTURE
57	STA: 2+92.90, 0.00' L	6915.64	78828.2986	78828.2986	INLET STRUCTURE
58	STA: 2+92.90, 12.08' R	6919.96	78831.7657	78831.7657	INLET STRUCTURE
59	STA: 2+92.90, 16.94' R	6922.00	78833.1761	78833.1761	TOP OF SLOPE
60	STA: 2+75.89, 10.56' L	6920.56	78809.1135	78809.1135	TOP OF WALL
61	STA: 2+65.45, 8.39' L	6920.56	78799.5696	78799.5696	TOP OF WALL
62	STA: 2+66.34, 7.68' L	6910.00	78800.6211	78800.6211	BOTTOM OF WALL
63	STA: 2+66.54, 0.18' L	6910.00	78802.8154	78802.8154	BOX CULVERT INVERT
64	STA: 2+65.72, 0.17' L	6920.56	78802.0217	78802.0217	TOP OF WALL
65	STA: 2+66.78, 7.31' R	6910.00	78805.0084	78805.0084	BOTTOM OF WALL
66	STA: 2+65.88, 7.70' R	6920.38	78804.2787	78804.2787	TOP OF WALL
67	STA: 2+76.44, 13.34' R	6919.00	78815.9156	78815.9156	TOP OF WALL
68	STA: 1+59.99, 8.92' L	6919.00	78697.7868	78697.7868	TOP OF WALL
69	STA: 1+59.11, 8.33' L	6909.46	78697.0967	78697.0967	BOTTOM OF WALL
70	STA: 1+59.94, 0.83' L	6919.00	78699.8976	78699.8976	TOP OF WALL
71	STA: 1+59.06, 0.83' L	6909.46	78699.0529	78699.0529	BOTTOM OF WALL
72	STA: 1+59.89, 7.27' R	6919.00	78702.0084	78702.0084	TOP OF WALL
73	STA: 1+59.02, 6.67' R	6909.46	78701.0091	78701.0091	BOTTOM OF WALL
74	STA: 1+49.64, 11.29' R	6918.57	78693.2065	78693.2065	TOP OF WALL
75	STA: 1+47.82, 10.46' R	6909.40	78691.2332	78691.2332	BOTTOM OF WALL
76	STA: 1+45.99, 11.26' R	6918.43	78689.6837	78689.6837	TOP OF WALL
77	STA: 1+36.68, 6.53' R	6909.34	78679.4424	78679.4424	BOTTOM OF WALL
78	STA: 1+35.80, 7.12' R	6918.00	78678.7523	78678.7523	TOP OF WALL
79	STA: 1+36.71, 1.98' R	6909.34	78678.2536	78678.2536	OUTLET INVERT
80	STA: 1+35.84, 0.47' L	6918.00	78676.7728	78676.7728	TOP OF WALL
81	STA: 1+35.90, 9.06' L	6918.00	78674.5306	78674.5306	TOP OF WALL
82	STA: 1+36.77, 8.47' L	6909.34	78675.5300	78675.5300	BOTTOM OF WALL
83	STA: 1+46.14, 13.09' L	6918.43	78683.3325	78683.3325	TOP OF WALL
84	STA: 1+48.67, 12.26' L	6909.41	78685.9902	78685.9902	BOTTOM OF WALL
85	STA: 1+49.79, 13.06' L	6918.57	78686.8553	78686.8553	TOP OF WALL
86	STA: 1+15.90, 9.19' L	6916.71	78655.2233	78655.2233	TOP OF RIPRAP
87	STA: 1+15.93, 0.22' R	6915.35	78657.7647	78657.7647	BOTTOM OF RIPRAP
88	STA: 1+15.80, 7.00' R	6916.49	78659.4444	78659.4444	TOP OF RIP RAP

CONSTRUCTION NOTES

260	1	LS	CONSTRUCT CUT SLOPE (2' HORIZONTAL TO 1' VERTICAL) TO DAYLIGHT.
263	1	LS	CONSTRUCT CUT SLOPE (4' HORIZONTAL TO 1' VERTICAL) TO DAYLIGHT.
275	1353	SF	CONSTRUCT SHOTCRETE CHANNEL PER TYPICAL DETAIL 1 ON SHEET DT01.

NOTE:
1) ALL PROPOSED CONTOURS ARE TO FINISHED GRADE.
2) NOTE ALL REFERENCE STATIONS SHOWN HAVE CORRESPONDING CROSS SECTIONS SHOWN ON SHEET "GD03".

SCALE 1" : 20'
0 10 20

CITY OF FLAGSTAFF
APPROVAL STAMP

PRELIMINARY
Registered Professional Engineer
STEPHEN C. IRWIN
NOT FOR CONSTRUCTION, BIDDING OR RECORDING
Signed
ARIZONA, U.S.A.

C.O.F. #PZ-21-00259

FLAGSTAFF ARIZONA

SPRUCE AVE. WASH IMPROVEMENTS

GRADING AND DRAINAGE PLAN (2)

JOB NO: 20285
DATE: MAR 22
SCALE: AS SHOWN
DRAWN: HAS
DESIGN: KMF
CHECKED: BD

REVISIONS

NO.	DESCRIPTION	DATE	BY

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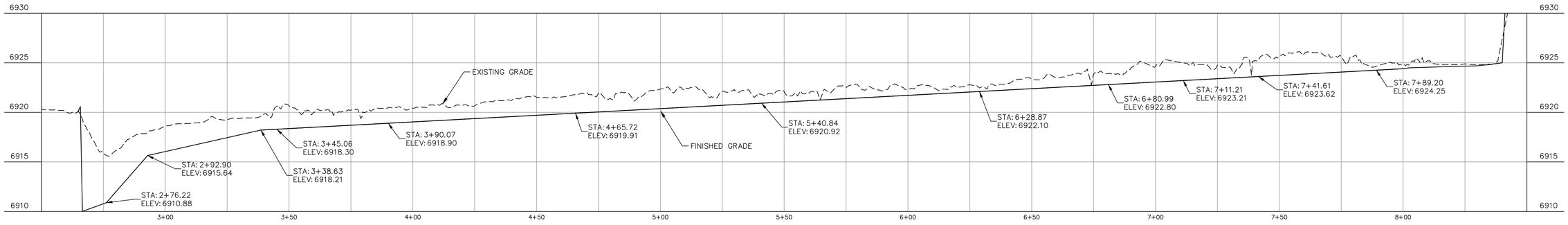
DRAWING NO.
GD02

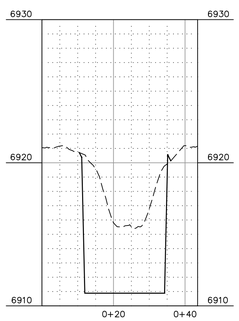
SHT NO. 7 OF 13

PLOTTED: Mar 08, 2022-4:24pm
FILE: P:\2020\20285\DRAWINGS\CONSTRUCTION PLANS\20285 - GRADING AND DRAINAGE PLAN.DWG JERNSSON

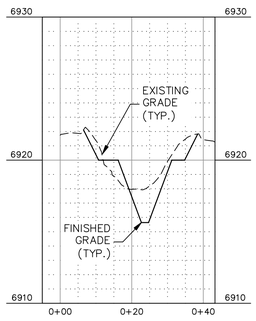
PLOTTED: Mar 08, 2022 - 4:24pm



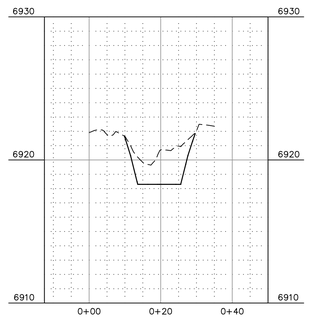
Spruce Wash Centerline PROFILE



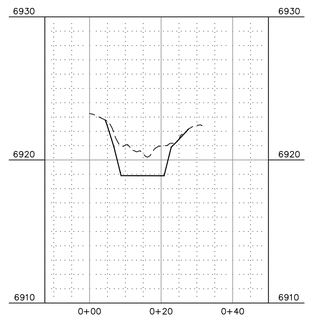
2+76.22 SECTION



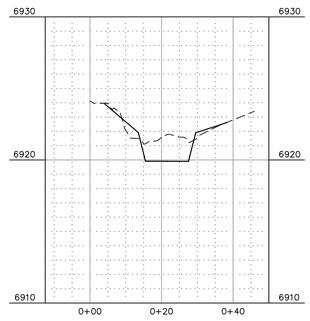
2+92.90 SECTION



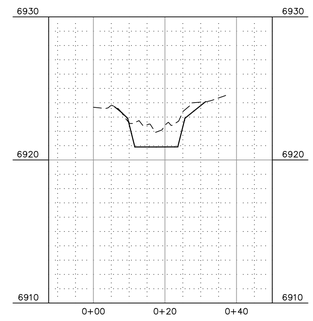
3+45.06 SECTION



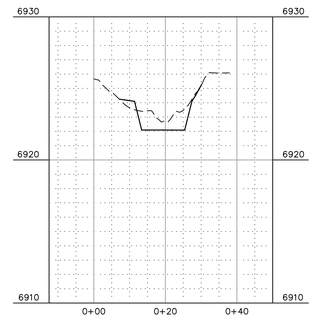
3+90.07 SECTION



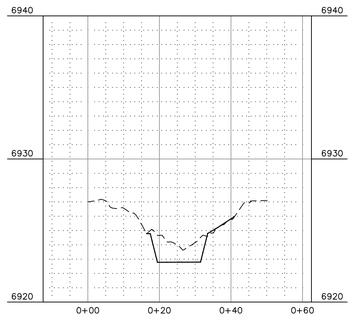
4+65.72 SECTION



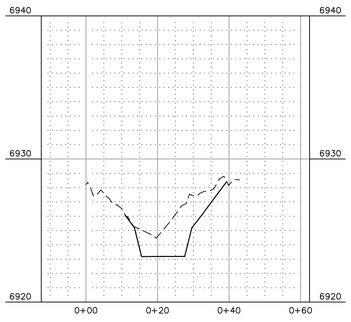
5+40.84 SECTION



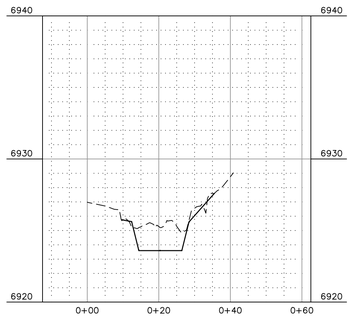
6+28.87 SECTION



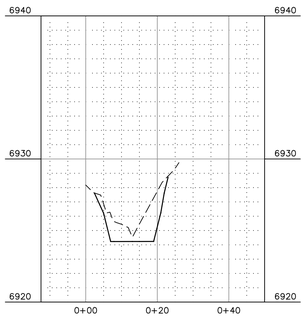
6+80.99 SECTION



7+11.21 SECTION



7+41.61 SECTION



7+89.20 SECTION

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SPRUCE AVE. WASH IMPROVEMENTS

GRADING AND DRAINAGE PROFILE (1)

JOB NO:	20285
DATE:	MAR 22
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	KMF
CHECKED:	BD

NO.	DESCRIPTION	DATE	BY

REVISIONS

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DRAWING NO.
GD03

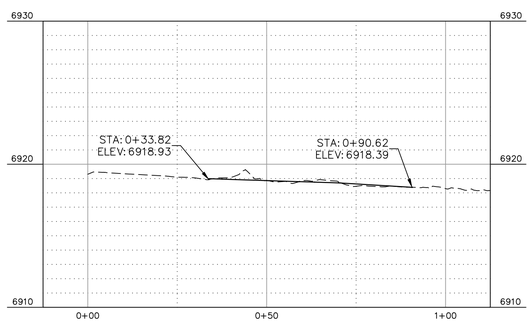
SHT NO. 8 OF 13

FILE: P:\2020\20285\DRAWINGS\CONSTRUCTION PLANS\20285 - GRADING AND DRAINAGE PLAN.DWG JERKISSON

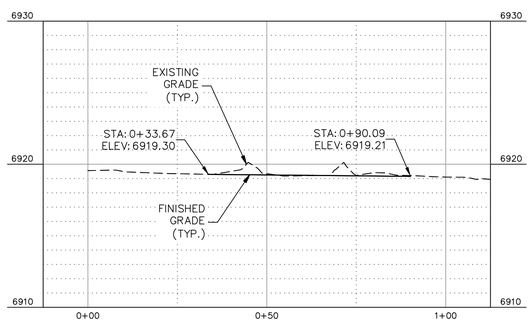


ABBREVIATION LEGEND

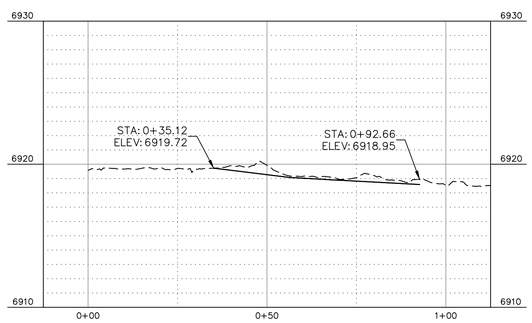
BLDG	BUILDING
C	TOP OF CONCRETE
FFE	FINISHED FLOOR ELEVATION
FG	FINISHED GRADE
FL	FLOWLINE
INV	PIPE INVERT
P	TOP OF PAVEMENT
RAD	RADIUS
RIM	CATCH BASIN
SW	SIDEWALK
TC	TOP OF CURB



NORTH DORTHA ROAD ALIGNMENT PROFILE



CENTERLINE DORTHA ROAD ALIGNMENT PROFILE



SOUTH DORTHA ROAD ALIGNMENT PROFILE

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STATE OF ARIZONA
STEPHEN C. IRWIN
No. 70832
REGISTERED PROFESSIONAL ENGINEER
ARIZONA, USA

C.O.F. #PZ-21-00259

FLAGSTAFF
ARIZONA

SPRUCE AVE. WASH IMPROVEMENTS

GRADING AND DRAINAGE PROFILE (2)

JOB NO:	20285
DATE:	MAR 22
SCALE:	AS SHOWN
DRAWN:	HAS
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REVISIONS

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DRAWING NO.
GD04

SHT NO. 9 OF 13

PLOTTED: Mar 08, 2022-4:24pm

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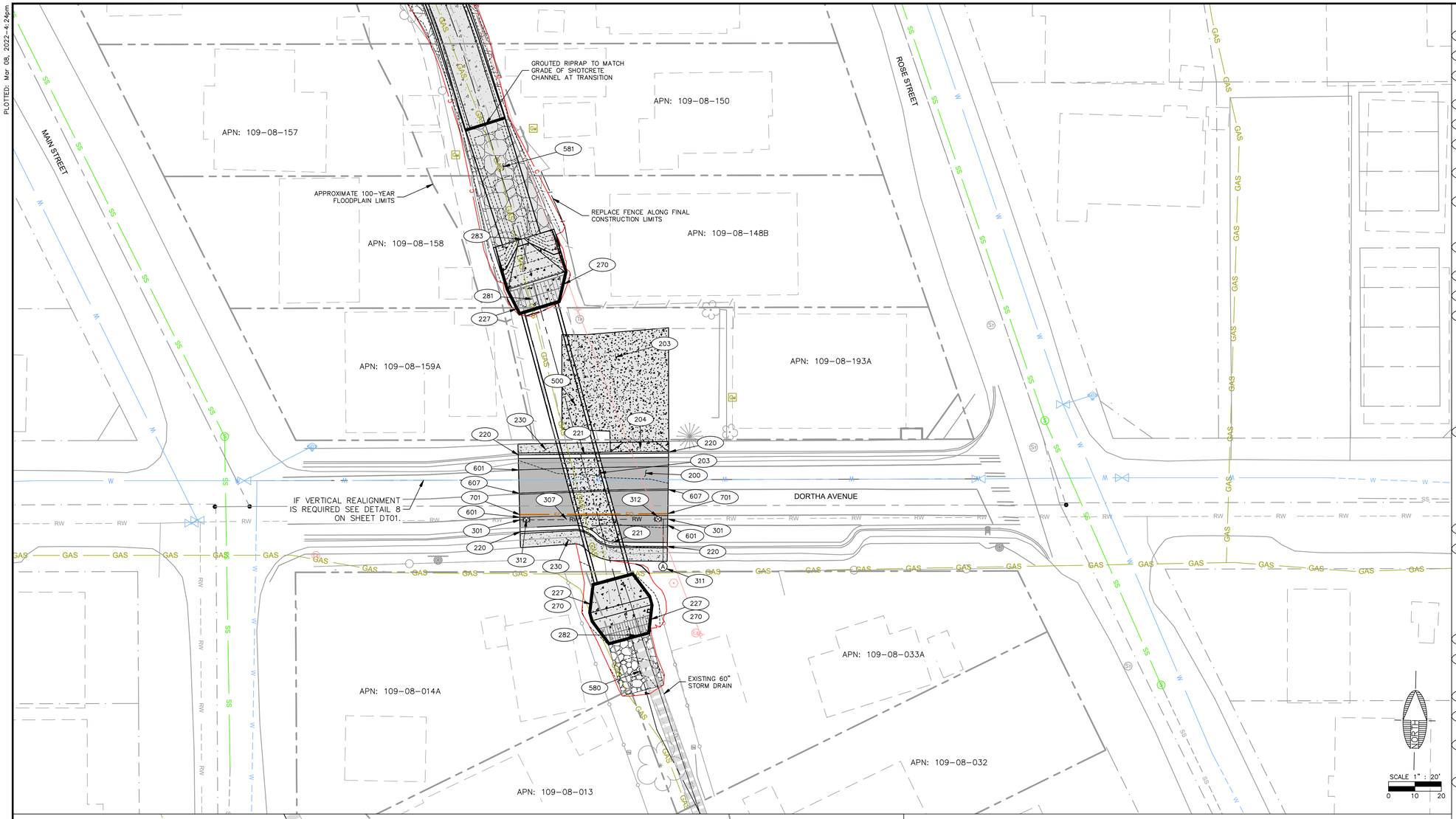

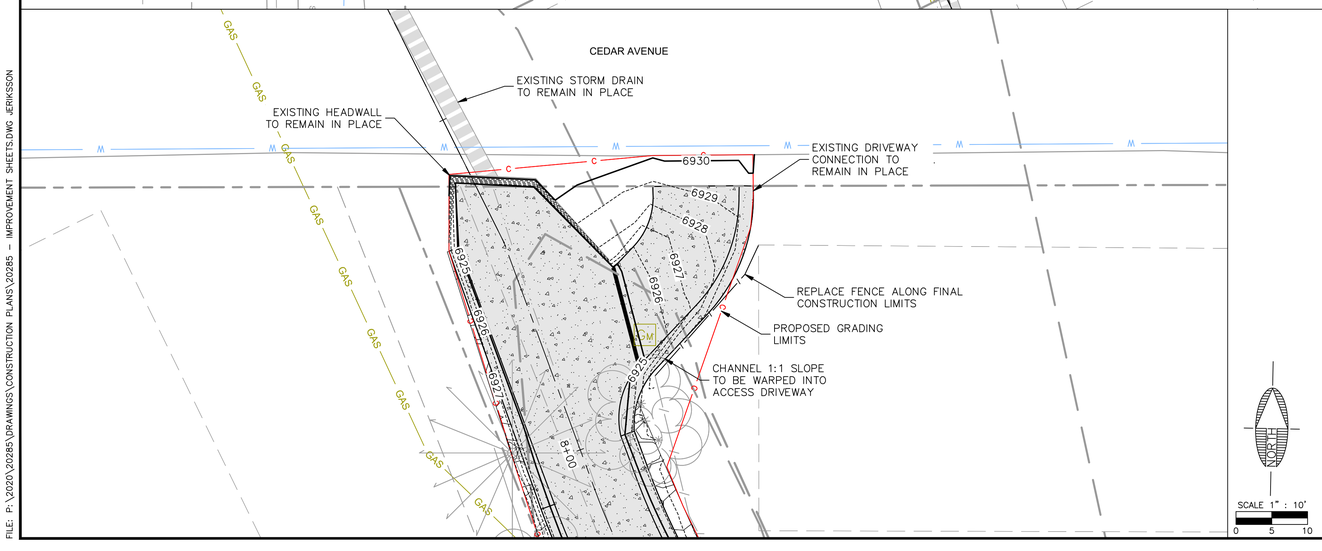

CONSTRUCTION NOTES

200	129	SY	CONSTRUCT PAVEMENT STRUCTURAL SECTION PER DETAIL 3 ON SHEET DT01.
203	1,814	SF	CONSTRUCT SHOTCRETE STRUCTURAL SECTION PER DETAIL 5 ON SHEET DT01.
204	80	SF	CONSTRUCT DRIVEWAY PER MAG STD DTL 250-1 AND MATCH EXISTING 24' DRIVEWAY.
220	47	LF	CONSTRUCT VERTICAL CURB AND GUTTER PER DETAIL 2 ON SHEET DT01.
221	33	LF	CONSTRUCT MONOLITHIC CURB AND GUTTER PER PROFILE ON SHEET IP01.
227	118	LF	CONSTRUCT SAFETY RAIL PER M.A.G. STD. DTL. 145, MODIFIED VERTICAL BAR SPACE 4" ON CENTER AND PER SHEET IP02.
230	357	SF	CONSTRUCT CONCRETE SIDEWALK PER DETAIL 4 ON SHEET DT01, SIDEWALK WIDTH TO MATCH EXISTING.
270	3	EA	CONSTRUCT CONCRETE HEADWALL PER M.A.G. STD. DTL. 501-3 AND MODIFIED AS SHOWN ON SHEET IP02. CONTRACTOR TO REFER TO GEOTECH REPORT FOR SUBGRADE AND FOUNDATION PREPARATION.
281	1	EA	INSTALL TRASH RACK PER M.A.G. STD. DTL. 502-1 AND 502-2. MODIFIED WITH 2" BARS AND SPACED 18" ON CENTER.
282	1	EA	INSTALL TRASH RACK PER M.A.G. STD. DTL. 502-2 AND DETAIL 'D' ON SHEET IP02.
283	1	EA	CONSTRUCT DROP INLET PER M.A.G. STD. DTL. 501-5.
301	57	LF	INSTALL 20" RECLAIM WATERLINE (DIP CLASS 350 – RESTRAINED) INCLUDING ALL APPURTENANCES PER M.A.G. SPEC. SECTION 601 AND 610 AND AS MODIFIED IN THE C.O.F. REVISIONS TO M.A.G. SECTION 13-21-001-0601. INSTALL TRACER WIRE ALONG WATERLINE PER C.O.F. STD. DTL. 9-01-020 ON SHEET DT01 AND C.O.F. SECTION 13-09-001-0002. TRENCH EXCAVATION, BACKFILLING AND COMPACTION PER C.O.F. STD. DTLS. 9-01-030, 9-01-031, AND 9-01-032 ON SHEET DT01.
307	1	EA	CONSTRUCT 20" DIP CLASS 350 RESTRAINED WATER MAIN VERTICAL REALIGNMENT COMPLETE AND IN PLACE SIMILAR TO MAG STD DTL 370 WITH 4-45-DEGREE BENDS. ALL BENDS SHALL BE RESTRAINED PER MAG SPEC 610, 750, MAG STD DTL 303, AND AS MODIFIED PER COF ADDENDUMS TO MAG. DEFLECT WATERLINE TO PROVIDE 2' MIN. VERTICAL SEPARATION FROM OTHER EXISTING OR PROPOSED UTILITIES.
311	1	EA	INSTALL 2" AIR RELEASE VALVE PER C.O.F. STD. DTL. 9-03-100.
312	2	EA	INSTALL 20" GATE VALVE DIP CLASS 250, EPOXY-COATED RESILIENT SEAT (INCLUDING VALVE BOX AND COVER) PER M.A.G. STD. DTL. 340 AND M.A.G. SPEC 610. ADJUST BOX TO FINISH GRADE PER C.O.F. STD. DTLS. 9-03-060 AND 9-03-062 ON SHEET DT01. THRUST BLOCK PER M.A.G. STD. DTL. 301 AND AS MODIFIED BY C.O.F. REVISIONS TO M.A.G SECTION 13-21-002-0380.
500	215	LF	INSTALL 12'X8' CONCRETE BOX CULVERT PER ADOT STD. DTL. SD 601.01.
580	324	SF	INSTALL D50=6" RIPRAP EROSION PROTECTION PLACED MIN. 12" THICK OVER MIRAFI 140N FILTER FABRIC PER DETAIL 6 ON SHEET DT01.
581	891	SF	INSTALL GROUTED RIPRAP PER DETAIL 6 AND 7 ON SHEET DT01.
601	141	LF	INSTALL 6" SOLID WHITE BIKE LANE STRIPING PER C.O.F. STD. DTL. 16-06-010.
607	56	LF	INSTALL 4" DOUBLE YELLOW CENTERLINE STRIPING PER C.O.F. STD. DTL. 16-06-010. HORIZONTAL PLACEMENT AS SHOWN ON PLANS.
701	56	LF	INSTALL 4-3" SCHEDULE 80 PVC CONDUIT (FIBER OPTIC) PER C.O.F. STD. DTL. 9-01-010 ON SHEET DT01 AND PER C.O.F. STANDARDS AND SPECIFICATIONS.

NOTES:

1. HEADWALLS ARE MODIFIED FROM M.A.G. STANDARDS SHOWN ON IP02.

CITY OF FLAGSTAFF
APPROVAL STAMP

PRELIMINARY
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STEPHEN C. IRWIN
3/08/22
Registered Professional Engineer
ARIZONA, U.S.A.

C.O.F. #PZ-21-00259

FLAGSTAFF
ARIZONA

SPRUCE AVE. WASH IMPROVEMENTS

IMPROVEMENT PLAN (1)

JOB NO:	20285
DATE:	MAR 22
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	KMF
CHECKED:	BD

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REVISIONS			
NO.	DESCRIPTION	DATE	BY

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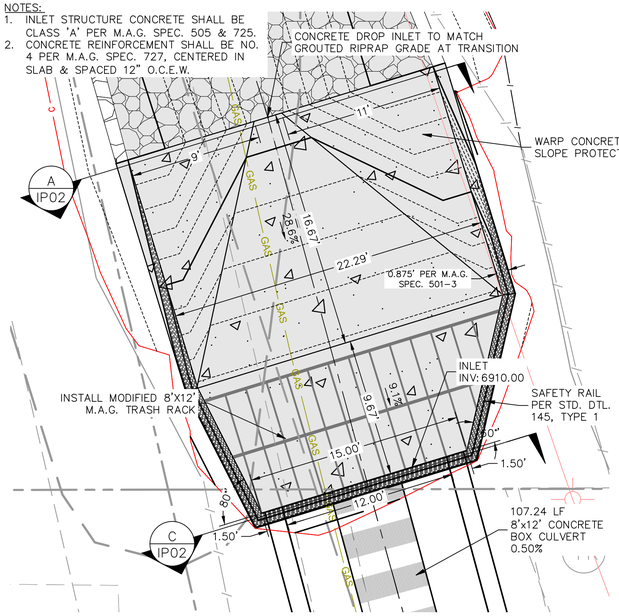
DRAWING NO.
IP01

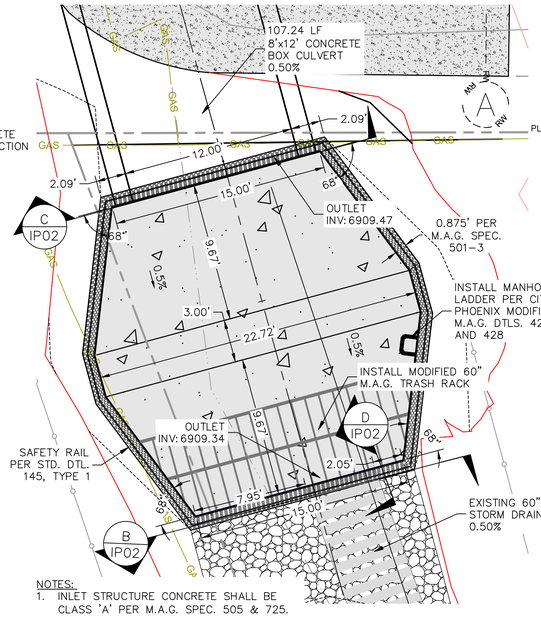
SHT NO. 10 OF 13

FILE: P:\2022\20285\DRAWINGS\CONSTRUCTION PLANS\20285 - IMPROVEMENT SHEETS.DWG JERIKSSON

PLOTTED: Mar 08, 2022-4:24pm

NOTES:
1. INLET STRUCTURE CONCRETE SHALL BE CLASS 'A' PER M.A.G. SPEC. 505 & 725.
2. CONCRETE REINFORCEMENT SHALL BE NO. 4 PER M.A.G. SPEC. 727, CENTERED IN SLAB & SPACED 12" O.C.E.W.





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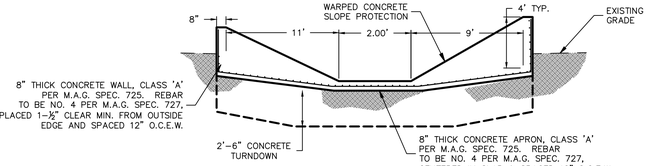
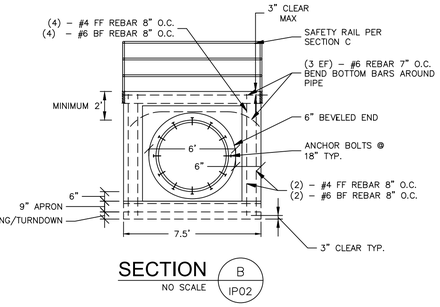


TYPICAL STRUCTURE SECTION
NO SCALE — A IP02



SECTION
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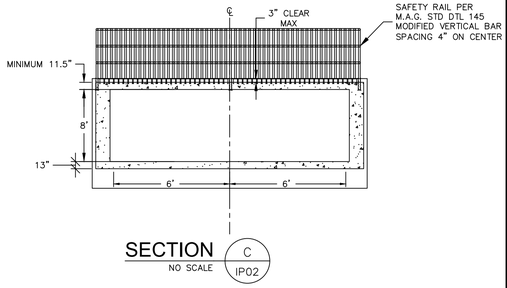

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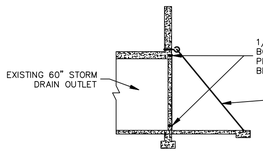
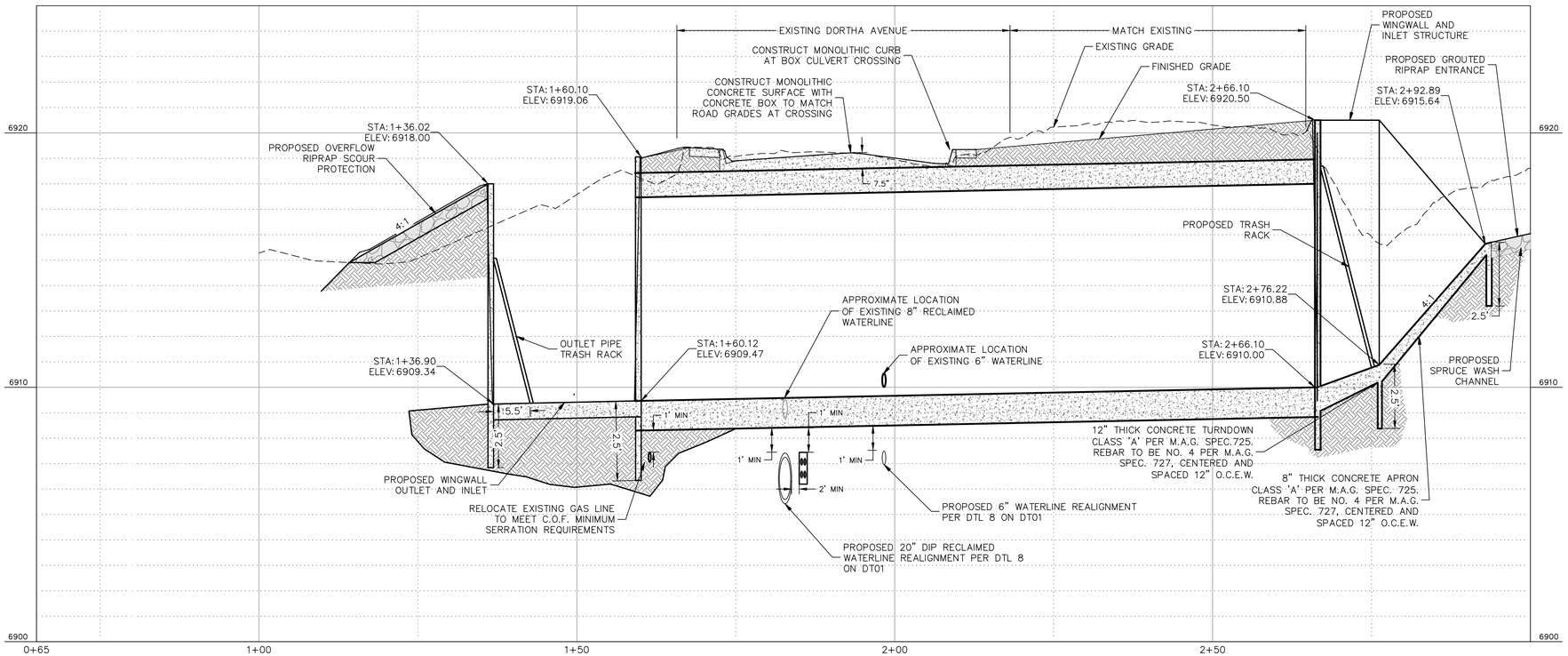


SECTION
NO SCALE — D IP02

SCALE: 1" = 5'
0 2.5 5



Spruce Wash Centerline4 PROFILE

CITY OF FLAGSTAFF APPROVAL STAMP

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. #PZ-21-00259

FLAGSTAFF ARIZONA

SPRUCE AVE. WASH IMPROVEMENTS

IMPROVEMENT PLAN (2)

JOB NO:	20285
DATE:	MAR 22
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	KMF
CHECKED:	BD

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

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

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

DRAWING NO. IP02

SHT NO. 11 OF 13

FILE: P:\2020\20285\DRAWINGS\CONSTRUCTION PLANS\20285 - IMPROVEMENT SHEETS.DWG JERIKSSON

PLOTTED: Mar 08, 2022--4:24pm

CEDAR AVENUE

MAIN STREET

ROSE STREET

DORTHA AVENUE

TEMPORARY CONSTRUCTION ENTRANCE

STRAW ROLL, TYP

APN: 109-08-165A

APN: 109-08-168

APN: 109-08-167

APN: 109-08-154

APN: 109-08-153

APN: 109-08-155

APN: 109-08-152

APN: 109-08-156

APN: 109-08-151

APN: 109-08-157

APN: 109-08-150

APN: 109-08-158

APN: 109-08-148B

APN: 109-08-159A

APN: 109-08-193A

LEGEND

- LIMITS OF DISTURBED AREA
- DRAINAGE FLOW DIRECTION
- "STRAW ROLLS" PER DETAIL ON SHEET EC02.
- "TEMPORARY CONSTRUCTION ENTRANCE" PER DETAIL ON SHEET EC02.
- "CULVERT INLET PROTECTION" PER DETAIL ON SHEET EC02.
- DISTURBED AREA, 25,400± SF

SCALE 1" : 20'
0 10 20

CITY OF FLAGSTAFF
APPROVAL STAMP

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. #PZ-21-00259

FLAGSTAFF
ARIZONA

SPRUCE AVE. WASH IMPROVEMENTS

EROSION CONTROL PLAN

JOB NO:	20285
DATE:	MAR 22
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	KMF
CHECKED:	BD

NO.	DESCRIPTION	DATE	BY
REVISIONS			

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

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Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
EC01

SHT NO. 12 OF 13

FILE: P:\2020\20285\DRAWINGS\CONSTRUCTION PLANS\20285 - EROSION CONTROL.DWG JERIKSSON

PLOTTED: Mar 08, 2022–4:24pm

MANAGEMENT STRATEGIES

1. CONSTRUCTION WILL BE SEQUENCED SO THAT GRADING OPERATIONS CAN BEGIN AND END AS QUICKLY AS POSSIBLE.

2. INSTALL TEMPORARY CONSTRUCTION ENTRANCE. MUD AND DEBRIS SHALL BE WASHED FROM ALL CONSTRUCTION VEHICLES AND EQUIPMENT BEFORE LEAVING THE SITE. A WATER TANK TRUCK WILL BE USED IF PUBLIC WATER IS UNAVAILABLE.

3. INSTALL PERIMETER CONTROLS AS SHOWN TO INCLUDE DIVERSION DIKES AND SILT FENCE. SEDIMENT TRAPPING MEASURES SHALL BE INSTALLED AS A FIRST STEP IN GRADING

4. GRADING OPERATIONS MAY COMMENCE ONCE PERIMETER CONTROLS, DIVERSIONS AND TRAPPING MEASURES ARE INSTALLED.

5. FILL SLOPE SURFACES SHALL BE LEFT IN ROUGHENED CONDITION TO REDUCE SHEET AND RILL EROSION OF THE SLOPES. THE CONTRACTOR SHALL REDIRECT CONCENTRATED FLOW AWAY FROM THE FILL SLOPES BY INSTALLING EARTH BERMS AND DIRECT THE RUN–OFF TO STABILIZED OUTLET OR SEDIMENT BASIN AND TRAPPING DEVICES.

6. TEMPORARY SEEDING, SODDING OR OTHER STABILIZATION METHODS WILL FOLLOW IMMEDIATELY AFTER GRADING.

7. ONCE THE UTILITIES, CURB AND GUTTER, AND THE ROADS ARE BROUGHT NEAR FINAL GRADE IN A MANNER SUCH THAT STORM SEWER SYSTEMS ARE FUNCTIONAL, INSTALL THE STANDARD INLET PROTECTION AROUND THE STRUCTURES AND SILT FENCE ALONG THE SITE PERIMETER.

8. FOR VEGETATIVE STABILIZATION OF ALL DENUDED AREAS SEE EROSION CONTROL MEASURES AND VEGETATIVE PRACTICES.

9. THE JOB SUPERINTENDENT SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL PRACTICES.

10. AFTER ACHIEVING FINAL STABILIZATION, THE TEMPORARY EROSION & SILTATION CONTROLS WILL BE CLEANED UP AND REMOVED FROM THE SITE.

GENERAL LAND CONSERVATION NOTES

1. VEGETATED STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRECIPITATION OR IRRIGATION IS AVAILABLE.

2. ALL EROSION AND SILTATION CONTROL MEASURES ARE TO BE PLACED PRIOR TO OR AS THE FIRST STEP IN GRADING. FIRST AREAS TO BE CLEARED ARE TO BE THOSE REQUIRED FOR THE PERIMETER CONTROLS.

3. DURING CONSTRUCTION, ALL STORM SEWER INLETS WILL BE PROTECTED BY INLET PROTECTION DEVICES, MAINTAINED AND MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS.

4. ANY DISTURBED AREA NOT COVERED BY NOTE #1 ABOVE AND NOT PAVED, SODDED OR BUILT UPON IS TO BE MULCHED WITH HAY OR STRAW MULCH AT THE RATE OF TWO TONS PER ACRE AND OVER–SEEDED AS SOON AS PRECIPITATION OR IRRIGATION IS AVAILABLE.

5. AT THE COMPLETION OF CONSTRUCTION PROJECTS, AND PRIOR TO THE RELEASE OF THE BOND, ALL TEMPORARY SILTATION AND EROSION CONTROLS SHALL BE REMOVED AND DISTURBED AREAS SHALL BE STABILIZED.

6. TEMPORARY DIVERSIONS, SEEDED AND MULCHED OR SILT FENCE AND OTHER CONTROL MEASURES AS NECESSARY ARE TO BE PLACED AS INDICATED ON THE DRAWINGS PRIOR TO OR THE FIRST STEP IN EXCAVATION.

7. WHERE CONSISTENT WITH JOB SAFETY REQUIREMENTS, ALL EXCAVATED MATERIAL IS TO BE PLACED ON THE UPHILL SIDE OF TRENCHES. NO MATERIAL IS TO BE PLACED IN STREAMBEDS. NO STOCKPILE IS PERMITTED. WHERE SOIL IS PLACED ON DOWNHILL SIDE OF TRENCHES, IT IS TO BE BACK–SLOPE TO DRAIN TOWARD THE TRENCH. WHEN NECESSARY TO DEWATER THE TRENCHES, THE PUMP DISCHARGE HOSE MUST OUTLET IN A STABILIZED AREA TO AN EXISTING STORM INLET OR DITCH IF NO INLET AVAILABLE.

EROSION & SEDIMENT CONTROL STANDARD NOTES

1. THE CONTRACTOR MUST NOTIFY BLUE STAKE AT 1–800–STAKE–IT AT LEAST 24 HOURS PRIOR TO THE START OF CONSTRUCTION IN ACCORDANCE WITH APPLICABLE COUNTY ORDINANCES AND POLICIES.

2. ALL EROSION CONTROL MEASURES SHOWN ON THE APPROVED PLAN MUST BE IN PLACE AND INSPECTED AND APPROVED BY THE PRIOR TO CLEARING, STRIPPING OF TOPSOIL OR GRADING.

3. THE CONTRACTOR SHALL POST A SIGN AT THE MAIN ENTRANCE TO THE CONSTRUCTION SITE CONTAINING THE AZPDES AUTHORIZATION NUMBER AND/OR COPY OF NOTICE OF INTENT AUTHORIZATION, CONSTRUCTION SITE OPERATOR CONTACT NAME AND TELEPHONE NUMBER, A BRIEF PROJECT DESCRIPTION, AND THE LOCATION OF THE APPROVED STORM WATER POLLUTION PREVENTION PLAN. THE SIGN SHALL ALSO DISPLAY THE NAME, CONTACT INFORMATION, AND QUALIFICATIONS OF THE PERSONNEL PERFORMING ROUTINE INSPECTIONS.

4. THE CONTRACTOR'S REPRESENTATIVE IS RESPONSIBLE FOR THE INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION.

5. ALL DISTURBED AREAS ARE TO DRAIN TO APPROVED SEDIMENT CONTROL MEASURES AT ALL TIMES DURING LAND DISTURBING ACTIVITIES AND DURING SITE DEVELOPMENT UNTIL COMPLETE AND ADEQUATE STABILIZATION IS ACHIEVED.

6. WATER MUST BE PUMPED INTO AN APPROVED FILTERING DEVICE DURING DEWATERING OPERATIONS.

7. THE CONTRACTOR'S REPRESENTATIVE SHALL INSPECT AND DOCUMENT ALL EROSION AND SEDIMENT CONTROL MEASURES DAILY AND AFTER EACH SIGNIFICANT RAINFALL. THE FOLLOWING ITEMS WILL BE CHECKED IN PARTICULAR:

A. GRAVEL OUTLETS WILL BE CHECKED REGULARLY FOR SEDIMENT BUILDUP WHICH WILL PREVENT DRAINAGE. IF THE GRAVEL IS CLOGGED BY SEDIMENT, IT SHALL BE REMOVED AND CLEANED OR REPLACED.

B. SILT FENCE AND SEDIMENT BARRIERS WILL BE CHECKED REGULARLY FOR UNDERMINING OR DETERIORATION OF THE FABRIC. SEDIMENT SHALL BE REMOVED WHEN THE LEVEL OF SEDIMENT DEPOSITION REACHES HALF WAY TO THE TOP OF THE BARRIER.

C. SEEDED AND SODDED AREAS WILL BE CHECKED REGULARLY TO ENSURE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED AND RESEEDED OR SODDED AS NEEDED.

8. INSPECTION FORMS SHALL BE COMPLETED BY THE CONTRACTOR'S INSPECTOR WITH THE MINIMUM FOLLOWING INFORMATION: INSPECTION DATE, TITLE AND QUALIFICATIONS OF EACH INSPECTOR, WEATHER INFORMATION FOR PERIOD SINCE LAST INSPECTION, LOCATION OF DISCHARGE OF SEDIMENT OR OTHER POLLUTANTS, LIST OF BMPS THAT NEED TO BE MAINTAINED OR INADEQUATE, LIST ADDITIONAL NEEDED BMPS, CORRECTIVE ACTION REQUIRED, SOURCES OF ALL NON–STORMWATER AND CONTROL MEASURES, DATES WHEN MAJOR GRADING ACTIONS OCCURRED, POLLUTANT DISCHARGE STATUS OF STORAGE AREAS, AND DATES WHEN CONSTRUCTION ACTIVITIES CEASED.

9. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING INSPECTION RECORDS FOR AT LEAST THREE (3) YEARS FOLLOWING THE COMPLETION OF PROJECT.

10. THE SWPPP SHALL BE MODIFIED BY THE CONTRACTOR WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION OF AN INADEQUATE BMP WHEN NEEDED. BMPS SHALL BE MODIFIED OR ADDED AS SOON AS PRACTICABLE AFTER THE BMP HAS BEEN DETERMINED INADEQUATE.

11. PERMANENT SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN (7) DAYS AFTER FINAL GRADE IS REACHED AND ALL WORK COMPLETED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN (7) DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN FOURTEEN (14) DAYS. ROADS AND PARKING AREAS SHALL BE STABILIZED AS SOON AS PRECIPITATION OR IRRIGATION IS AVAILABLE.

12. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES WILL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION AND AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED, AS AUTHORIZED BY THE INSPECTORS. TRAPPED SEDIMENT AND THE DISTURBED SOIL AREAS RESULTING FROM THE DISPOSITION OF TEMPORARY MEASURES WILL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION AND SEDIMENTATION.

13. WHEN SEDIMENT IS TRANSPORTED ONTO A PAVED ROAD SURFACE, THE ROAD WILL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT WILL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING WILL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER.

14. AREAS WHICH ARE NOT TO BE DISTURBED WILL BE CLEARLY MARKED BY FLAGS, SIGNS, ETC.

15. FLOOD PLAIN LIMITS SHALL BE CLEARLY MARKED IN THE FIELD BY FLAGS, SIGNS, ETC.

16. TREE SAVE AREAS SHALL BE CLEARLY MARKED IN THE FIELD BY ORANGE SAFETY FENCE.

17. ORANGE SAFETY FENCE MUST BE INSTALLED AROUND ALL SILT TRAPS AND SEDIMENT BASINS.

18. SEEDING AND MULCHING SHALL BE IN ACCORDANCE WITH THE STANDARDS.

19. THE SWPPP SHALL BE MODIFIED BY THE CONTRACTOR WITHIN 15 BUSINESS DAYS FOLLOWING ANY CHANGE IN DESIGN, CONSTRUCTION OPERATION, OR MAINTENANCE THAT HAS A SIGNIFICANT EFFECT ON DISCHARGE OR NOT PREVIOUSLY ASSESSED IN THE SWPPP.

20. THE SWPPP SHALL BE MODIFIED BY THE CONTRACTOR WITHIN 15 BUSINESS DAYS IF IT IS DETERMINED THAT DISCHARGE IS CAUSING OR CONTRIBUTING TO WATER QUALITY EXCEEDENCES OR THE SWPPP IS INEFFECTIVE.

EROSION CONTROL MEASURES

ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE CONSTRUCTED AND MAINTAINED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS ESTABLISHED HEREIN.

STRUCTURAL PRACTICES

1. SILT FENCE BARRIER: SILT FENCE SEDIMENT BARRIERS WILL BE INSTALLED DOWNSLOPE OF AREAS WITH MINIMAL GRADES TO FILTER SEDIMENT LADEN RUNOFF FROM SHEET FLOW AS INDICATED ON THE PLANS.

2. A TEMPORARY CONSTRUCTION ENTRANCE SHALL BE INSTALLED WHERE THE ACCESS AREA INTERSECTS WITH EXISTING ROADS DURING MUDDY CONDITIONS. DRIVERS OF CONSTRUCTION VEHICLES WILL BE REQUIRED TO WASH THEIR WHEELS BEFORE ENTERING THE HIGHWAY.

3. STORM DRAIN INLET & SPILLWAY PROTECTION: ALL STORM SEWER INLETS AND SPILLWAYS SHALL BE PROTECTED DURING CONSTRUCTION. SEDIMENT–LADEN WATER SHALL BE FILTERED BEFORE ENTERING THE STORM SEWER INLETS AND CULVERTS.

VEGETATIVE PRACTICES

1. TOP SOILING (STOCKPILE) TOPSOIL WILL BE STRIPPED FROM AREAS TO BE GRADED AND STOCKPILED FOR LATER USE. STOCKPILE LOCATIONS ARE TO BE STABILIZED WITH TEMPORARY VEGETATION. PRIOR TO LAND DISTURBING ACTIVITIES, THE CONTRACTOR SHALL SUBMIT A SUPPLEMENTARY EROSION & SEDIMENT PLAN TO THE CITY OF FLAGSTAFF COVERING THE STOCKPILE AREA WHICH MAY HAVE TO BE APPROVED BY THE PLAN APPROVING AUTHORITY BEFORE ANY ACTIVITY COMMENCES.

2. TEMPORARY SEEDING ALL DENUDED AREAS WHICH WILL BE LEFT DORMANT FOR EXTENDED PERIODS OF TIME SHALL BE SEEDED WITH FAST GERMINATING TEMPORARY VEGETATION IMMEDIATELY FOLLOWING GRADING. SELECTION OF THE SEED MIXTURE WILL DEPEND ON THE TIME OF YEAR IT IS APPLIED.

3. GRASS AREAS THAT ARE DISTURBED DURING CONSTRUCTION SHALL BE REPLACED WITH SOD BY THE CONTRACTOR. THE SOD GRASS TYPE SHALL MATCH THE EXISTING AND SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL THE SOD IS STABILIZED.

GENERAL NOTES FOR EROSION CONTROL

1. A STANDBY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES OR TO REPAIR ANY DAMAGED EROSION CONTROL MEASURES, ESPECIALLY WHEN RAIN IS IMMINENT.

2. DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT APPROVAL OF THE INSPECTOR.

3. ALL PROTECTIVE DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH DAY.

4. AFTER A RAIN STORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS AND DESILTING BASINS. ANY GRADED SLOPE SURFACE PROTECTION MEASURE DAMAGED DURING A RAIN STORM SHALL BE IMMEDIATELY REPAIRED.

5. FILL SLOPES AT THE CONSTRUCTION SITE PERIMETER MUST DRAIN AWAY FROM THE TOPS OF THE SLOPES AT THE END OF EACH DAY.

6. A COPY OF THE PROJECTS STORM WATER POLLUTION PROTECTION PLAN (SWPPP) SHALL BE MAINTAINED AT THE CONSTRUCTION SITE AND ALWAYS AVAILABLE FOR REVIEW.

7. PROTECT ALL STORM DRAINAGE STRUCTURES FROM SEDIMENT CLOGGING BY PROVIDING INLET PROTECTION AT ALL OPENINGS.

8. AVOID PAVING DURING WET WEATHER.

9. STORE MATERIALS AWAY FROM DRAINAGE COURSES TO PREVENT CONTACT WITH STORM WATER.

10. PLACE DRIP PANS OR ABSORBENT MATERIALS UNDER CONSTRUCTION EQUIPMENT WHEN NOT IN USE.

11. CLEAN UP SPILLS WITH ABSORBENT MATERIALS.

12. OLD ASPHALT MUST BE DISPOSED OF PROPERLY.

13. KEEP WORK SITE CLEAN AND ORDERLY DAILY.

14. PROPERLY STORE PAINTS AND SOLVENTS.

15. PERMANENTLY MARK STORM DRAIN STRUCTURES IN A MANNER APPROVED BY THE CONSTRUCTION INSPECTOR TO MINIMIZE INADVERTENT DISPOSAL OF RESIDUAL PAINTS, SOLVENTS, OR ANY OTHER POLLUTANT.

16. ALLOW MATERIAL DELIVERY AND STORAGE ONLY IN DESIGNATED AREAS AND AVOID TRANSPORT NEAR DRAINAGE PATHS AND WATERWAYS.

17. MINIMIZE THE USE OF HAZARDOUS MATERIALS ON SITE.

18. CLEAN UP LEAKS AND SPILLS IMMEDIATELY.

19. USE WATERTIGHT DUMPSTERS FOR TRASH AND CONSTRUCTION WASTE.

20. COLLECT SITE TRASH AS NEEDED, ESPECIALLY DURING RAINY OR WINDY CONDITIONS.

21. ARRANGE FOR REGULAR WASTE COLLECTION BEFORE CONTAINERS OVERFLOW.

22. DO NOT ALLOW BRUSHES OR PAINT CONTAINERS TO BE CLEANED OUT IN THE DIRT, STREET, GUTTER, OR STORM DRAINS.

23. STORE AND COVER DRY AND WET MATERIALS FROM CONCRETE PLACEMENT AWAY FROM DRAINAGE AREAS.

24. PERFORM WASHOUT OF CONCRETE TRUCKS IN DESIGNATED AREAS ONLY. WASHOUT AREAS SHALL BE AWAY FROM STORM DRAINS, OPEN DITCHES, OR STREETS.

25. TEMPORARY SANITARY FACILITIES SHALL BE MAINTAINED IN GOOD WORKING ORDER BY A LICENSED SERVICE.

26. CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING HIS PLAN THROUGHOUT CONSTRUCTION AND INDICATE ANY AND ALL REVISIONS / UPDATES ON THIS PLAN.

27. CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER THAT STORM WATER WILL BE CONTAINED WITHIN THE PROJECT OR CHANNELED INTO THE STORM DRAIN SYSTEM PROVIDED THAT IT IS FREE FROM POLLUTANTS AND DEBRIS.

28. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER FROM CORRECTIONS OR OMISSIONS DISCOVERED DURING CONSTRUCTION. CONFORMANCE WITH THE REQUIREMENTS OF THIS PLAN SHALL IN NO WAY RELIEVE THE DEVELOPER FROM HIS RESPONSIBILITIES TO THE SITE AND ADJACENT PROPERTIES. TEMPORARY EROSION CONTROL SHALL CONSIST OF, BUT NOT BE LIMITED TO, CONSTRUCTING SUCH FACILITIES AND TAKING SUCH MEASURES AS ARE NECESSARY TO PREVENT, CONTROL AND ABATE WATER, MUD AND EROSION DAMAGE TO PUBLIC AND PRIVATE PROPERTY AS A RESULT OF THE CONSTRUCTION OF THIS PROPERTY.

29. CLEARING AND GRUBBING SHOULD BE LIMITED TO AREAS THAT WILL RECEIVE IMMEDIATE GRADING. EROSION CONTROL MEASURES WILL BE REQUIRED TO PROTECT AREAS WHICH HAVE BEEN CLEARED AND GRUBBED. THESE MEASURES MAY INCLUDE BUT NOT BE LIMITED TO: GRADED DITCHES, SAND OR GRAVEL BAGS, BARRIERS AND SILT FENCING. CARE SHALL BE EXERCISED TO PRESERVE VEGETATION BEYOND LIMITS OF GRADING AND PREVENT SEDIMENT DISCHARGE WHILE CONSTRUCTION IN THIS AREA IS ACTIVE.

30. SEDIMENT CONTROL SHALL BE USED AT THE TOE OF ANY ERODIBLE SLOPE.

31. CONTRACTOR SHALL IMMEDIATELY RESTORE ANY DAMAGED EROSION CONTROL MEASURE WITHIN THE PROJECT BOUNDARY.

32. FACES OF FINISHED CUT AND FILL SLOPES SHALL BE PREPARED AND MAINTAINED TO CONTROL AGAINST EROSION. THESE PERMANENT CONTROL MEASURES MAY CONSIST OF ADEQUATE SEEDING, PLANTING AND JUTE MATTING. THE PROTECTION FOR THE SLOPES SHALL BE INSTALLED AS SOON AS PRACTICABLE AND PRIOR TO CALLING FOR FINAL APPROVAL.

33. AFTER A RAIN STORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM STREETS, CHECK BERMS AND BASINS.

34. CONTRACTOR / SUBCONTRACTOR TRAINING IN SEDIMENT AND EROSION CONTROL IN ACCORDANCE WITH AZPDES.

35. THE PERMITTEE AND CONTRACTOR SHALL BE RESPONSIBLE, AND TAKE NECESSARY PRECAUTIONS, TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.

36. ALL DISTURBED AREAS SHALL BE HYDROSEEDED IN ACCORDANCE WITH CITY OF FLAGSTAFF ENGINEERING STANDARDS SECTION 13–17. A REVEGETATION PLAN WILL BE REQUIRED TO BE IMPLEMENTED AND PROVED SUCCESSFUL PRIOR TO PROJECT CLOSEOUT. CONTRACTOR SHALL PROVIDE 70% SUCCESSFUL REGROWTH PER ADEQ PERMANENT STABILIZATION REQUIREMENTS FOR ALL AREAS DISTURBED DURING CONSTRUCTION. SOIL CONDITIONERS AND WATERING ARE REQUIRED IN ACCORDANCE WITH 13–17–002–004 AND 13–17–002–0005.6.

GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO MAG STANDARDS, AZPDES STANDARDS AND SPECIFICATIONS AND GENERALLY ACCEPTED CONSTRUCTION PRACTICE.

2. THESE PLANS REPRESENT A REASONABLE EFFORT TO IMPLEMENT THE MOST CURRENT BEST MANAGEMENT PRACTICES (BMPS) IN MITIGATING STORM WATER POLLUTION DURING CONSTRUCTION. THE EFFECTIVENESS OF THE MITIGATION MEASURES DEPICTED IN THESE PLANS DEPEND IN PART ON PROPER INSTALLATION, IMPLEMENTATION, MAINTENANCE, AND REPAIR OF THE DEVICES SELECTED.

MAINTENANCE:

IN GENERAL, ALL EROSION & SEDIMENT CONTROL MEASURES WILL BE CHECKED DAILY AND AFTER EACH SIGNIFICANT RAINFALL. REFER TO THE ATTACHED EROSION & SEDIMENT CONTROL STANDARD NOTES FOR DETAILED MAINTENANCE AND REVEGATATION / STABILIZATION REQUIREMENTS.

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TEMPORARY CONCRETE WASHOUT FACILITY NOTES

1. CONTRACTOR TO DESIGNATE EQUIP./MATERIAL STORAGE SITE AND CONCRETE WASHOUT AS PART OF SWPPP PRIOR TO START OF CONSTRUCTION.

2. TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE LOCATED A MINIMUM OF 50 FEET FROM STORM DRAIN INLETS, OPEN DRAINAGE FACILITIES AND WATERCOURSES, UNLESS DETERMINED UNFEASIBLE BY ENGINEER. EACH FACILITY SHALL BE LOCATED AWAY FROM CONSTRUCTION TRAFFIC OR ACCESS AREAS TO PREVENT DISTURBANCE OR TRACKING.

3. TEMPORARY CONCRETE WASHOUT FACILITIES SHALL HAVE A TEMPORARY PIT (BELOW GRADE) OR BERMED AREA (ABOVE GRADE) OF SUFFICIENT VOLUME TO COMPLETELY CONTAIN ALL LIQUID AND WASTE CONCRETE MATERIALS GENERATED DURING WASHOUT PROCEDURES. IF LOCATED ABOVE GRADE, THE WASHOUT AREA SHALL BE LINED WITH AN IMPERMEABLE MATERIAL.

4. ONCE CONCRETE WASTES ARE WASHED INTO THE DESIGNATED AREA AND ALLOWED TO HARDEN, THE CONCRETE SHALL BE BROKEN UP, REMOVED AND DISPOSED OF PER 'BMP "SOLID WASTE MANAGEMENT."

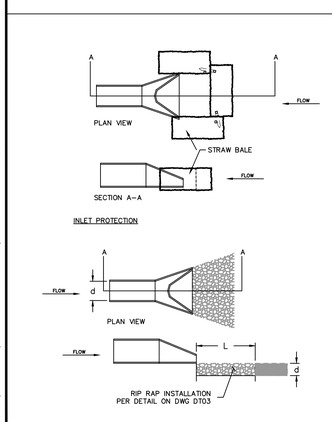
5. WHEN TEMPORARY CONCRETE WASHOUT FACILITIES ARE NO LONGER REQUIRED FOR THE WORK, AS DETERMINED BY THE ENGINEER, THE HARDENED CONCRETE SHALL BE REMOVED AND PROPERLY DISPOSED OF. MATERIALS USED TO CONSTRUCT TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE COME THE PROPERTY OF THE CONTACTOR, SHALL BE REMOVED THE SITE OF THE WORK AND SHALL BE DISPOSED OF OUTSIDE THE HIGHWAY RIGHT–OF–WAY.

6. HOLE, DEPRESSIONS OR OTHER GROUND DISTURBANCE CAUSED BY THE REMOVAL OF THE FACILITIES SHALL BE BACKFILLED AND REPAIRED.

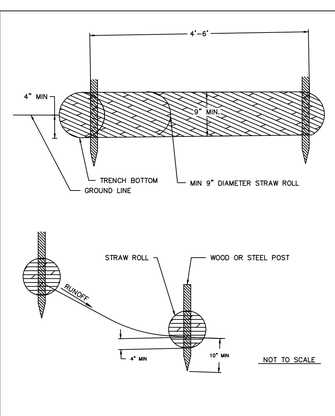
7. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

CONSTRUCTION SEQUENCE

1. INSTALL INLET PROTECTION
2. PAVEMENT REMOVAL AND INSTALL HAY BALES
3. INSTALL CONSTRUCTION ENTRANCES
4. DRAINAGE INFRASTRUCTURE/UTILITIES
5. SITE CONSTRUCTION
6. PERMANENT REVEGETATION/SLOPE STABILIZATION
7. SCHEDULED MONITORING AND MAINTENANCE

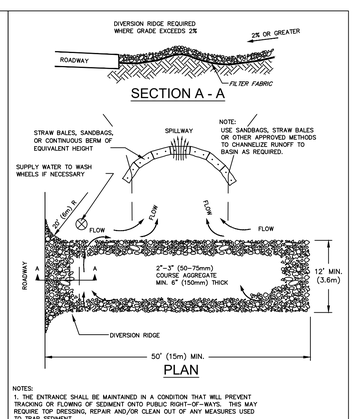


CULVERT INLET/ OUTLET PROTECTION



NOTES:
1. STAW ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A TRENCH 3"–5" DEEP, DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWS TO RUN UNDER OR AROUND ROLL.

STRAW ROLL STAKED IN TRENCH



NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT–OF–WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT–OF–WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT

CITY OF FLAGSTAFF APPROVAL STAMP

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. #PZ-21-00259

FLAGSTAFF ARIZONA

SPRUCE AVE. WASH IMPROVEMENTS

EROSION CONTROL NOTES & DETAILS

JOB NO:	20285
DATE:	MAR 22
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	KMF
CHECKED:	BD

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

Shephard ◭ Wesnitzer, Inc.

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

DRAWING NO.
EC02

SHT NO. 13 OF 13

FILE: P:\2020\20285\DRAWINGS\CONSTRUCTION PLANS\20285 – EROSION CONTROL.DWG JERIKSSON

CITY OF FLAGSTAFF
AMENDMENTS
to
MAG STANDARD SPECIFICATIONS
FOR PUBLIC WORKS CONSTRUCTION
(General Provisions)

Amended October 2020

The
MAG UNIFORM STANDARD SPECIFICATIONS
for
PUBLIC WORKS CONSTRUCTION
is hereby amended to include the following:

PART 100 - GENERAL CONDITIONS

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.1 ELIGIBILITY AND PREFERENCE:
(revise to include the following)

If requested by the City, a Bidder shall furnish satisfactory evidence of the Bidder's competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's experience on similar work, a list of equipment that would be available for the work and a list of key personnel that would be available.

In addition, if requested, a Bidder shall furnish the City of Flagstaff with satisfactory evidence of the Bidder's financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether the Bidder's financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the City of Flagstaff.

The Bidder shall submit such "evidence of competency" and "evidence of financial responsibility" to the City of Flagstaff no later than five (5) working days after receipt of a written request by the City of Flagstaff.

Each bidder, contractor and subcontractor shall possess and maintain the appropriate contractor's license for the work included in this contract. The appropriate license shall be as required by the Arizona State Registrar of Contractors and as required by Arizona Revised Statutes Chapter 10, Title 32.

102.2 CONTENTS OF PROPOSAL PAMPHLET:
(revise to include the following)

The Plans, Specifications and other Documents designated in the Contract Documents shall be considered a part of the Contract whether attached or not.
The City of Flagstaff reserves the right to refuse to issue a proposal form or accept a proposal form from a prospective Bidder if they are in default for any of the following reasons:

(A) Failure to comply with any prequalification regulations of the City of Flagstaff, if such regulations are cited or otherwise included in the Proposal as a requirement for bidding;

(B) Failure to pay or satisfactorily settle all bills due for labor and materials on former contracts in force (with the City of Flagstaff) at the time the City of Flagstaff issues the Proposal to a prospective Bidder;

(C) Contractor, as a company owner, has defaulted under previous contract(s) with the City of Flagstaff in the prior five calendar years;

(D) Record of unsatisfactory work on previous contract(s) with the City of Flagstaff in the prior five calendar years.

102.2 CONTENTS OF PROPOSAL PAMPHLET:
(third paragraph, revise last sentence to read as follows)

The work embraced herein shall be done in accordance with the requirements of:

City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction (General Provisions).

City of Flagstaff (City) Engineering Standards (Current Version and adopted revisions).

Maricopa Association of Governments (MAG), *Uniform Standard Specifications for Public Works Construction*, Current Version (MAG Specifications).

MAG *Standard Details for Public Works Construction,* Current Version and adopted revisions (MAG Details).

Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction, Current Version and adopted revisions.

In the case of conflict, the following order of precedence shall govern:

1. Special Provisions
2. Construction Plans and Addenda
3. General Provisions and MAG Revisions
4. City of Flagstaff Standards and Specifications
5. MAG Standards and Specifications
6. ADOT Standards and Specifications
7. FHWA Manual of Uniform Traffic Control Devices

102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK:
(revise to include the following)

Before submitting a bid, each bidder shall examine the site and obtain information that pertains to the physical conditions of the site that may affect the cost, progress or performance of the work. Any restrictions or difficulties relating to the completion of the work shall be considered in accordance with the terms and conditions of the contract documents.

102.7 IRREGULAR PROPOSALS:
(revise to include the following)

The City of Flagstaff reserves the right to reject any irregular Proposal and the right to waive technicalities for acceptance of Proposals, if such waiver is in the best interest of the City of Flagstaff and conforms to local laws and ordinances pertaining to the letting of construction contracts. Proposals shall be considered irregular for the following additional reasons:

(A) If the Proposal contains unit prices that are obviously unbalanced.

(B) If the Proposal is not accompanied by the proposal guaranty specified by the City.

102.12 DISQUALIFICATION OF BIDDERS:
(revise to include the following)

A Bidder shall also be considered disqualified if the Bidder is considered in default for any reason specified in Subsection 102.2 as amended by this MAG Amendment.

102.13 SUCCESSFUL BIDDERS:
(revise paragraph to read as follows)

The City of Flagstaff shall provide six (6) sets of plans and Contract Documents at no cost. A direct expense fee shall be charged for any additional copies.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.6 CONTRACTOR'S INSURANCE:

103.6.1 GENERAL:
(revise subsection to read as follows)

The Contractor and its Subcontractors, at Contractor's and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, or approved by the City. The insurance company shall be licensed in the State of Arizona. Policies and forms shall be satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work and/or services required to be performed, under the terms of the Contract, are satisfactorily completed and formally accepted. At the sole discretion of the City, failure to do so may constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City. Any insurance or self-insurance maintained by the City shall not contribute to it.

Contractor shall not fail to comply with the claim reporting provisions of the insurance policies or cause a breach of any insurance policy warranty that would affect coverage afforded under insurance policies to protect the City.

The insurance policies (except Worker's Compensation) shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retentions, and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Except for Worker's Compensation, the insurance policies, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as additional insureds.

Required Coverage

A. COMMERCIAL GENERAL LIABILITY

The Contractor shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

B. OWNERS AND CONTRACTOR'S PROTECTIVE LIABILITY

The Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than $1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

C. AUTOMOBILE LIABILITY

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

D. WORKER'S COMPENSATION

The Contractor shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Consultant's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

E. BUILDER'S RISK (PROPERTY) INSURANCE (AS REQUIRED)

When the project includes construction of a new building, an addition to an existing building, modifications to an existing building, or as otherwise may be required by the contracting agency, the Contractor shall purchase and maintain, on a replacement cost basis, Builder's Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. At a minimum, the policy limits of such insurance shall be equal in face amount to the full Contract Amount. Such Builder's Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builder's Risk insurance shall be on an all-risk policy form and shall cover false work and temporary buildings. Builder's Risk insurance shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builder's Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being

transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof is occupied. Builder's Risk insurance shall be primary and not contributory.
If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverage may be modified by an amendment to the Contract Documents.

CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policies required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.
If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid/project number and project name. A $25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to the City.

SECTION 104 - SCOPE OF WORK

104.1.3 WATER SUPPLY:
(revise to include the following)

Potable water may not be used for major construction activity, such as dust control, soil compaction, or street cleaning. Reclaimed water is available at the Wildcat Hill Wastewater Treatment plant on East Highway 66 and at the south end of Babbitt Drive at the Rio De Flag Water Reclamation Plant. Additional reclaimed water bulk loading sites are located in other areas of the city. The contractor should obtain current locations from the Water Services Department. **Current rates for the**

reclaimed water shall apply. The Contractor is responsible for the cost of construction water and it is considered incidental to the cost of the contract.

Prior to loading, hauling and applying reclaimed water, the Contractor shall be required to obtain the necessary no fee permit at the Wildcat Hill Wastewater Treatment Plant or from the Rio De Flag plant and shall be responsible for complying with all permit and ADEQ requirements regarding the use of reclaimed water.

104.1.4 SPECIAL ACCESS REQUIREMENTS:
(revise to include the following)

The Contractor shall maintain access to all side streets, access roads, driveways, alleys, parking lots and to adjacent properties during their hours of operation. The Contractor shall coordinate with residents and ensure access to all driveways be provided during all non-working hours. Where a property has more than one driveway, no more than one access will be restricted or closed at one time. Should it be necessary to close access to private property, driveways or alley entrances, the closure must be for as short a time as possible and be restored at the end of the work shift. If primary business access cannot be restored, the Contractor shall provide an alternate access, which will be coordinated with the business and pre-approved by the Owner prior to any restrictions being implemented.

104.1.5 SANITATION PICKUP:
When construction activity interferes with pickup, the contractor shall provide for sanitation and recycling vehicle access to the affected properties or relocate the containers where access is acceptable.

104.1.6 EMERGENCY ACCESS:
Street closure information shall be submitted to the City's Project Representative who will forward the information to the Fire Department and Police Department. All notices shall be submitted at least 72 hours in advance of the closures.

104.1.7 POSTAL SERVICE ACCESS:
The contractor shall be responsible for maintaining access for Postal Service within the project area at all times.

104.1.8 SCHOOL BUS ACCESS:
The contractor shall be responsible for maintaining access for bus access within the project area.

104.2 ALTERATION OF THE WORK:

104.2.3 DUE TO EXTRA WORK:
(revise to include the following)

When Allowance and/or Contingency items are provided for in the contract, the funds are encumbered for use at the discretion of the Project Manager. The funds are to cover unanticipated costs to complete items of work not included in the Contract Documents or may be applied to any work deemed necessary by the Owner. Work would include, but not limited to, unanticipated conditions, scope changes, addressing errors or omissions, and/or construction changes that are warranted for project completion consistent with the purpose of the work.

The amount of the allowance item is determined by the City and is not subject to individual bid pricing. The allowance is not part of the bidding process and per the City of Flagstaff Procurement Manual, will be added to the contract amount, if approved by the City Council.

The allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract. Any work which is to be paid out of this allowance shall be authorized in writing and approved by Field Order prior to proceeding with the work. Extra work shall be paid for in the following order of precedence:
1.) by extension of unit bid prices, 2.) by negotiated price or 3.) by a time and materials basis in accordance with MAG Section 109.5.

It shall be understood that the amount for this item in the proposal is an estimate only and no guarantee is given that the full amount or any portion thereof will be utilized. It shall not be utilized without first obtaining an approved Field Order signed by the Contractor and the Project Manager.

105.2.1 RECORD DRAWING PREPARATION AND COORDINATION
(revise to include new subsection as follows)

Record drawing preparation shall be the obligation of the Contractor whose purpose is to accurately record and depict the as-built conditions. During the construction phase and prior to backfilling or covering of improvements, the Contractor shall have the work surveyed and recorded for record drawing preparation.

The Contractor shall maintain a redline working copy of the project plans which shall include changes made in construction of the project. The redline copy of the plans shall be updated weekly.

105.2.2 RECORD DRAWING (As-Built Plans)

(revise to include new subsection as follows)

The Contractor shall retain an Arizona licensed civil engineer to record as-built information per Arizona Revised Statute § 32-152. Water and sewer record drawing certification shall comply with ADEQ R18-5-508 (drinking water) and ADEQ R18-9-E301 (sewage collection) requirements for as-built drawings. Unless otherwise noted, the City will complete and submit the Engineer's Certificate of Completion to ADEQ.

Prior to the City's final approval and acceptance of public improvements (sanitary sewer, water, storm sewer, streets) record drawings (as-built plans) must be submitted to the City for review and acceptance per Engineering Standard Specifications.

A redline submittal shall be a .pdf and/or two sets of blue or black line paper sets, copied from the originally approved plan set. Redline submittal will be reviewed by the City and returned with applicable comments. Comments are to be addressed and resubmitted for the City's final approval. A reference checklist is available from the Office of the City Engineer.

Upon City and ADEQ (when applicable) review and approval of the submittal, an electronic .pdf of the plans shall be submitted to the City as a permanent record. All record drawing plan sets shall contain a statement by a licensed professional engineer, currently registered to practice in Arizona, certifying that the drawings are per the as-built condition. The record set requires the seal and signature of the registrant per Arizona Revised Statutes § 32-152. All survey data given by the record drawings shall be performed by a land surveyor who is currently registered in the State of Arizona. Plans must show seal and signature of registrant.

Payment shall be lump sum for all work required to develop the necessary documents, including but not limited to coordination, field inspection, survey, drafting, printing and engineer's seal. The fee shall include as-built information for all record changes within the project area.

SECTION 105 - CONTROL OF WORK

105.8 CONSTRUCTION STAKES, LINES AND GRADES:
(revise entire subsection to read as follows)

The Contractor shall be responsible for all required construction staking, including preconstruction staking for relocation of existing utilities. All construction staking is to be done under the direct supervision of a Registered Land Surveyor or Civil Engineer. All costs associated with this work are to be included in the amount bid for the items of work to which it is incidental or appurtenant. No separate payment will be made for construction staking.

105.10 INSPECTION OF THE WORK

(revise to include the following)

The Contractor is responsible for Quality Control of the work. The City will perform Quality Assurance; frequency of testing will be determined by the City. The Contractor shall be responsible for coordinating and scheduling all inspections of the work and shall confirm that the required inspections and material testing are completed and accepted prior to proceeding with additional work. The Contractor is required to perform the work to a confidence level that the City's Quality Assurance will validate that the work meets specification(s).

105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:

(revise to include the following)

Any work and/or materials condemned by the Project Manager as inferior or not in compliance with the Contract, Specifications and Plans shall be immediately removed by the Contractor. Materials and/or work so condemned shall be removed and promptly replaced and executed in accordance with the Contract, Specifications and Plans without any expense to the Owner. The Contractor shall bear the expense of making good on all work of other contractors destroyed or damaged by such removal and replacement.

105.12 MAINTENANCE DURING CONSTRUCTION:

(revise to include the following)

The Contractor is responsible to provide adequate drainage for the construction area at all times. Damage to any portion of the work caused by the Contractor's failure to provide adequate drainage of the construction area shall be repaired at the Contractor's expense. A contract time extension will not be granted for any additional time required to make such repairs.

The Contractor shall control open excavations and stockpiling in a manner to prevent water from running into excavations. Obstructions of surface drainage shall be avoided and means shall be provided whereby storm water and wastewater can flow uninterrupted in existing or established pipes, flow courses, other surface drains, temporary drains or channels.

Material for backfill or for protection of excavations within public roads or easements shall be placed and shaped to cause the least possible interference to public travel. In no event shall any flows be allowed to enter private property.

105.16 MAINTENANCE DURING WINTER SUSPENSION OF WORK

(revise to include new subsection as follows)

The City retains the right to declare a winter shutdown, *for any reason*, on the Project including but not limited to adverse weather conditions. A winter shutdown period is typically December through March during which no work will be performed on the Project.

The Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws.

If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter suspension shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the suspension, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes only. All other snow removal and maintenance operations shall be the responsibility of the Contractor. All cost associated with snow removal and proper disposal shall be considered incidental to the work including the repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

107.1 LAWS TO BE OBSERVED:
(revise to include the following)

(G) TAX EXEMPTION: Certain material, machinery and equipment to be installed in this project is exempt from sales tax or use tax as allowed in Arizona Revised Statutes Section 42-5061, 42-5009 and Section 42-5159 and by the Administrative Rules and Regulations of the Arizona Department of Revenue; ACC R15-5-608, R15-5-120 and R15-5-2314.

The City wishes to rely upon the expertise of the contractor in the purchase of items that qualify for the tax exemption. With respect to purchase of the qualifying items, the Contractor is authorized to act as an agent for the City. This agency agreement is strictly limited to the purchase of the qualifying items to be used in the construction of the project and will not otherwise affect or alter the respective rights, responsibilities and remedies of the parties as specified under this contract. The contractor shall furnish the City a list of suppliers and the material, machinery and equipment

to be furnished by each. The City will then issue the materials and equipment exemption certificate to each supplier pursuant to A.R.S. §42-5009 (A) (2). The contractor's applicable unit bid prices for items qualifying for this tax exemption should not include sales or use tax. The materials, machinery and equipment that are a part of this project and to which the exemption applies are listed below:

1. Pipes, valves and appurtenances four (4) inches in diameter or larger used to transport potable water,
2. Any additional material, machinery or equipment identified in the Special Provisions.

107.2.1 TEMPORARY USE PERMITS:
(revise to include new subsection as follows)

A Temporary Use Permit (and Above Ground Fuel Storage Permit if applicable) is required prior to the establishment of any temporary construction yard, material storage area or staging area located within City limits and outside the public right-of-way or project limits. The Contractor is responsible for obtaining the necessary Temporary Use Permit from the agency with jurisdictional authority.

The time required to process the Temporary Use Permit is approximately twelve (12) calendar days. The Contractor shall submit the necessary permit application no later than ten (10) calendar days following the Notice of Award. Any delays experienced by the Contractor in acquiring the Temporary Use Permit shall not necessarily be grounds for delaying the project Notice to Proceed.

107.2.2 DISPOSAL OF WASTE AND SURPLUS MATERIAL:
(revise to include the following)

All disposal costs, regardless of disposal site, shall be included in the bid unit price for the related item of work and no direct payment will be made for disposal of waste or surplus materials. This right of disposal does not apply to any substance or items that are regarded as toxic and/or hazardous by the City, the State of Arizona or the United States Government.

Alternate disposal sites may be proposed by the Contractor but are subject to all applicable local ordinances and codes. In addition to the property owner's written authorization, all disposal sites within the city limits are subject to review and approval by the Temporary Use Permit process. The disposal of material at alternate disposal sites will not be allowed without written authorization of the owner, approval of the appropriate jurisdictional authority, and the issuance of all necessary permits.

107.2.3 ABOVE GROUND FUEL STORAGE PERMIT:

(revise to include new subsection as follows)

If required, Above Ground Fuel Storage Permits may be obtained from the City of Flagstaff Fire Department, located at 211 West Aspen Avenue, Flagstaff, AZ. The Contractor is responsible for obtaining the permit.

107.5 SAFETY, HEALTH, AND SANITATION PROVISIONS:

107.5.4 HANDLING, REMOVAL AND DISPOSAL OF SURPLUS MATERIAL AND ASBESTOS CONTAINING MATERIALS (ACM)
(revise to include new subsection as follows)

The Contractor is responsible for handling, removal and disposal of all soil material generated by the project as described in the General Provisions.

The City requires compliance with Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ) and Occupational Safety and Health Administration (OSHA) asbestos regulations for all City projects.

Utility pipes constructed of materials other than metal or polyvinyl chloride (PVC) require testing prior to any disturbance of the pipes to determine if regulated levels of asbestos are present in the pipe material. Suspect pipe materials requiring testing typically include vitrified clay and cement pipe (transite). Asbestos testing is not required for metal pipes.

City Public Works/Sustainability & Environmental Management staff are available to collect samples and submit the samples for analyses. The City of Flagstaff will provide testing free of charge. If the pipe does not contain regulated levels of asbestos, the contractor may disturb and remove the piping. If utility piping contains regulated levels of asbestos, an asbestos abatement contractor must perform any disturbance/removal of the pipe materials. This is required to ensure workers are not exposed to any asbestos fibers.

Work may require the proper handling, removal and disposal of regulated asbestos piping and materials generated by cutting or breaking the pipe to remove it from the ground. If asbestos containing materials (ACM) removal is necessary on the project, the City of Flagstaff requirements for handling, removal and disposal are as follows:

- If an infrastructure or building material that is not either wood, glass or metal is encountered during the project and has not yet been either assumed or positively identified to be ACM then the material(s) must be sampled in accordance with regulations generated by the EPA Asbestos Hazard and Emergency Response Act (AHERA) 40 CFR 763 as well as OSHA 29 CFR 1910.1101, by a certified AHERA Building Inspector and sent to a National Voluntary Laboratory Accreditation Program (NVLAP) certified laboratory for analysis.

- Once materials of concern are assumed or properly identified to be ACM then material removal is required according to OSHA 29 CFR 1910-1926.1101 by a certified asbestos abatement worker, and NOT a general contractor (GC). However, if the GC holds the appropriate asbestos certifications (AHERA Asbestos Operations and Maintenance), which the City would need to verify is current, then the GC could perform the asbestos abatement.

The City requires the General Contractor arrange for abatement of assumed and/or identified ACM by a certified asbestos abatement contractor and to arrange area and/or clearance air monitoring by a third party certified asbestos consultant. If applicable to the project, copies of abatement activities and air monitoring shall be provided to City of Flagstaff Environmental Management staff.

In the event of large disturbances to ACM, compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61, Subpart M shall be followed. Notification would be required the Arizona Department of Environmental Quality 10 working days in advance of the start of a large project. This notification is not typically required for utility pipe work, but could be required for a very large project involving numerous saw cuts of utility pipes. http://www.azdeq.gov/environ/air/asbestos/

If ACM removal is necessary on the project, the City of Flagstaff requirements for ACM disposal at the City's Cinder Lake Landfill are as follows:

Only non-friable asbestos waste is accepted for disposal at Cinder Lake Landfill. PRIOR to disposal of non-friable ACM, obtain the necessary forms, which are:

- Non-Friable Asbestos Waste Acceptance Application and accompanying instructions
- Non-Friable Asbestos Waste Shipment Record (WSR)

The Asbestos Waste Acceptance Application is available at the City of Flagstaff's website or by contacting the City of Flagstaff Environmental Management staff. A Waste Shipment Record is required to accompany each load of non-friable asbestos waste taken to the Cinder Lake Landfill.

Assure the non-friable ACM is properly handled and wrapped. Non-friable ACM must be thoroughly wetted using amended water PRIOR to being wrapped in 6-millimeter poly and be tightly sealed with duct tape. If the material is heavy (such as transite pipe), has sharp edges, or may easily puncture the poly wrap, a double layer of poly will be necessary. The Cinder Lake Landfill scale house attendant will inspect the load to ensure it is properly wrapped. Containers holding non-friable ACM shall be carefully unloaded and placed in a designated location. Dumping using a hydraulically lifted bed of a truck is not permitted (dump truck), as the poly wrap may be torn open.

If using a large bin for disposal, attach a copy of the Waste Shipment Record to the disposal bin. If not using a City of Flagstaff disposal bin, make sure the delivery driver takes a copy of the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record to the Cinder Lakes Landfill with the waste delivery.

If using a City of Flagstaff disposal bin call City Environmental Services at (928) 774-0668 to schedule a pick-up for the disposal bin. Please be sure to provide the driver with the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record and be sure to clarify if you would like the disposal bin emptied and removed, or emptied and returned to the work site. When disposal is completed, the Landfill Manager will sign the Waste Shipment Record and landfill staff will provide or mail a copy of the Waste Shipment Record.

Cutting of utility pipes generates Regulated Asbestos Containing Material (RACM). RACM requires disposal at the Joseph City Landfill or at other landfills located in southern Arizona.

All work relating to the removal and disposal of unknown and unanticipated hazardous materials as described above shall be paid per MAG 109.4.3.

107.8 107 USE OF EXPLOSIVES:

(first paragraph, revise second sentence to read as follows)

The Contractor shall submit a blasting plan for approval and obtain a Blasting Permit from the City of Flagstaff Fire Department, located at 211 W. Aspen Avenue, Flagstaff, Arizona.

(revise to include the following)

The Contractor shall submit a copy of the approved blasting plan to the Project Manager. The plan shall include as a minimum; safety layout, drilling pattern, size and depth of bore, weight and type of charge, delay sequence, contractor's anticipated peak particle velocity at the right-of-way line or nearest structure, and the proposed seismograph locations.

A record of each blast shall be kept and all records including seismograph reports shall be available for inspection. Each record shall provide as a minimum; location, date and time of blast, name of person in charge, number of holes burdened, spacing, diameter and depth of holes, boring logs to determine top of rock, type and total amount of explosives used, direction and distance to nearest building, type of detonators and delay periods used, and exact locations of seismographs.

When blasting operations are to be conducted within 200 feet of a water line, sewer line or other underground utility, the Contractor shall take additional precautionary measures. The Contractor shall also coordinate with Franchise Utilities prior to blasting operations. The Contractor shall notify the owner of the facility a minimum of two weeks in advance that such blasting operations are

intended. At their discretion, the Owner may perform pre-blast, post-blast pressure tests or other inspection of the facility. If any damage occurs because of blasting operations, the Contractor shall be responsible for the restoration of the facility to pre-blast conditions.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:
(revise to include the following)

The Contractor is responsible for replacing and/or restoring the site, landscaping and owner's improvements associated with the project to the pre-existing condition using in-kind materials. All cost shall be included in the bid as incidental to the work, unless otherwise specified in the bid schedule or plans.

Within easements, the Contractor is responsible for removing existing improvements and salvaging items (not identified for removal) for relocation after the public improvements are completed. Close coordination between the Contractor and property owners and/or residents is required.

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:
(revise to include the following)

All power poles, pedestals, guy wires and underground facilities shall be removed and/or relocated by the respective owners of the facilities. The contractor is responsible for the notification and coordination with the utility companies to ensure that this work is accomplished in a manner consistent with the construction schedule. Payment for Franchise Utility coordination and location is incidental to the cost of the work.

The Contractor shall perform utility potholes and identify potential conflicts prior to trenching. The utility pothole information and identification of potential conflicts shall be provided to the Project Manager at least two weeks prior to performing trenching or pipeline construction.

SECTION 108 - COMMENCEMENT, PROSECUTION AND PROGRESS

108.1 NOTICE TO PROCEED:
(revise to include the following)

Time is of the essence in submitting the initial and revised construction schedule and traffic control plan. Each is a requirement that precedes the Contractor's right and the City's obligation to proceed with the agreement.

The Notice to Proceed shall be issued for a start date no later than twenty-seven (27) calendar days following receipt of the Notice of Award. The Contractor shall be required to submit a construction schedule and traffic control plan in accordance with the Contract Documents and the following:

The Contractor shall within seven (7) calendar days of receiving the Notice of Award, submit a construction schedule and traffic control plan to the Project Manager. The Project Manager shall promptly review the construction schedule and traffic control plan and either approve them, or provide a written list of the items that will require revision. The Contractor shall submit the revised construction schedule and traffic control plan within five (5) calendar days of receiving the Project Manager's list of required revisions. The corrected construction schedule and traffic control plan submittal shall address all comments from the Project Manager's list of required revisions.

108.3 CORRESPONDENCE TO THE CONTRACTOR:
(revise to include the following)

In addition to written communication to the Project Manager, the Contractor shall provide and maintain a contact located within ten miles of the job site at all times throughout the duration of the Contract. The designated contact shall be accessible by telephone at all times to respond to agency requirements and emergencies. The local location and phone number(s) shall be provided to the Project Manager prior to issuance of the Notice to Proceed. Any changes of the location or phone number(s) shall be reported immediately to the Project Manager.

If a response is needed, the Contractor is required to respond and perform the repairs and/or maintenance within two (2) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE:
(revise to include the following)

The Contractor's schedule shall include, as a minimum, the following:

- Identification of project tasks with assigned dates and durations, which reflect anticipated sequencing of construction activities on scheduled working days;
- All anticipated subcontractors that will be used during the course of the work;
- The anticipated number of crews to expedite the progress and ensure prompt completion of the work;

  Definition of a crew;
  - personnel *(e.g. operator, laborer)*
  - equipment *(e.g. Cat 325 Excavator, 950 Loader)*
  - workdays anticipated or scheduled per week (*e.g. Monday through Friday)*
  - work hours anticipated or scheduled per day *(e.g. 7:00 am to 3:30 pm)*

- Anticipated adverse weather days for weather dependent activities, weekends and holidays.
- Specific long lead times for delivery of equipment and materials;
- Critical path project schedules may be required as provided for by the Special Provisions or Project Addenda.

108.5 LIMITATION OF OPERATIONS:
(third paragraph, revise to read as follows)

Except in emergencies endangering life or property, written permission shall be obtained from the City prior to performing any work on weekends, legal holidays or after regular work hours (hereinafter defined as 7:00 a.m. to 5:00 p.m. - Monday through Friday). Work on Saturdays will be permitted with prior approval by the City's Engineering Inspection Supervisor. 72 hours advance notice will be required. Work on Sundays and legal City Holidays will not be permitted except in emergencies or as approved by the owner. Inspection and testing will not be provided on Sundays or City legal holidays without prior approval from the Project Manager (72-hour advance notice) and full compensation by the Contractor for any necessary personnel, equipment and services.

Overtime compensation for City personnel shall be as follows:

Construction Supervisor @ $ 43.00/hour
Inspector II @ $ 35.00/hour
Inspector I @ $30.00/hour
Lab Tech I @ $ 25.00/hour
Vehicle @ $1.80/hour

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME:
(revise to include the following)

The contract time, including final clean-up of the project site and storage areas, may be extended because of weather conditions that cannot be reasonably anticipated. The number of actual days that the scheduled work is impacted by adverse weather shall be recorded weekly during the construction period.

The Contractor will be entitled to a contract time extension if the actual adverse weather days experienced during the work exceed the anticipated adverse weather days shown. The following is the monthly schedule of adverse weather days that shall be anticipated by the Contractor in scheduling the work:

TABLE 108.7 MONTHLY CALENDAR DAYS for ANTICIPATED ADVERSE WEATHER

MONTH	*JANUARY*	*FEBRUARY*	*MARCH*	*APRIL*	*MAY*	*JUNE*
Monthly Calendar Days for Anticipated Adverse Weather	7 Days	7 Days	8 Days	6 Days	4 Days	3 Days
Average Monthly Precipitation	1.98”	1.96”	2.05”	1.34”	0.68”	0.51”
MONTH	*JULY*	*AUGUST*	*SEPTEMBER*	*OCTOBER*	*NOVEMEBER*	*DECEMBER*
Monthly Calendar Days for Anticipated Adverse Weather	12 Days	11 Days	7 Days	5 Days	5 Days	6 Days
Average Monthly Precipitation	2.78”	2.68”	1.82”	1.52”	1.49”	1.90”

The above schedule of anticipated adverse weather days establishes the base line for the project's monthly weather impacts based on historical records, as recorded by the National Weather Service at Pulliam Airport, for precipitation in excess of 0.01 of an inch per calendar day.
The number of actual days that scheduled work is impacted by adverse weather as defined above shall be recorded weekly during the contract period. It is the Contractor's responsibility to request in writing any adverse weather delays experienced during the prior week no later than the normally scheduled weekly project meeting. Any adverse weather day requests that are not received, as stated above, shall neither be considered nor approved. Once the number of approved actual adverse weather days exceeds the number of anticipated adverse weather days in the schedule above, the Contractor is entitled to a contract time extension.

Actual adverse weather days must also prevent work for fifty (50) percent or more of the Contractor's work day and delay scheduled work critical to the timely completion of the project. The City will convert any delays meeting the above requirements to calendar days and extend the contract period as necessary. No additional compensation will be allowed for direct and indirect overhead expenses associated with any such contract time extensions. The Contractor's schedule must include the above anticipated adverse weather delays for all weather dependent activities and shall show all weekends and holidays.

108.8 GUARANTEE AND WARRANTY PROVISIONS:
(revise to include the following)

If requested by the City, the Contractor shall return to the project site eleven months after acceptance of the project and visually inspect, in the presence of the Owner's Representative, all accessible construction items and appurtenances. All defective materials and/or workmanship shall be satisfactorily repaired or replaced at the sole expense of the Contractor.

All costs for the 11-month inspection and repair shall be borne by the Contractor and in figuring his or her bid, the Contractor shall include an appropriate amount for such inspection and possible required repair, and no additional payment will be allowed.

108.10 FORFEITURE AND DEFAULT OF CONTRACT:
(revise to include new section)

Due to Failure to Prosecute the Work

If the Contractor fails to prosecute the work in accordance with the contract, including requirements of the progress schedule, the City may correct these deficiencies after three days after providing written notice to the Contractor. The cost of these remedies shall be charged against the Contractor. A change order may be issued to make the necessary changes in the contract and to make an appropriate reduction in the contract price. Such a change order shall not require the signature or approval of the Contractor. The remedy shall not prejudice the City's use of any other remedy, which the City may be entitled to use.

108.12 AUTHORIZED SIGNATURES:
(revise to include new section)

The Contractor shall provide a notarized list of all authorized signatures for project related documents. Only those individuals listed by the Contractor on the project Authorized Signature form shall be authorized to sign the contract, contract change orders, time extensions, bonds, securities, pay requests, certifications or other documents that affect the execution of the Contract.

108.13 SUBSTANTIAL COMPLETION:
(revise to include new section)

The project is substantially complete within the contract time and liquidated damages will no longer be assessed when the following have occurred:

(A) All contract items of work have been substantially completed and pedestrian and vehicular traffic can move unimpeded through the project;

(B) The only work left for completion is incidental, causes no disruption to pedestrian and vehicular traffic, and does not affect the safety and convenience of the public;

The decision whether the project is substantially complete is within the sole discretion of the Project Manager. At that time, a *Substantial Completion* letter will be issued by the City to the Contractor.

The remaining incidental work shall be completed within 15 calendar days from the issuance of the *Substantial Completion* letter. Failure to prosecute the remaining work within this time-period will result in the resumption of time charges and the application of liquidated damages from the date scheduled for final acceptance and start of warranty.

The start of the project warranty period will be established in the *Notice of Final Acceptance* and does not begin with substantial completion.

The Contractor is responsible for correction and repair of any project deficiencies until the end of the warranty period established in the *Notice of Final Acceptance* at which time the City will accept the improvements for operation and maintenance.

108.14 SUSPENSION and TERMINATION:
(revise to include new section)

CITY'S RIGHT TO STOP WORK

The City may, at its discretion and without cause, order the Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

The Contractor may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by the City.

TERMINATION FOR CONVENIENCE

Upon receipt of written notice to the Contractor, the City may, at its discretion and without cause, elect to terminate this Agreement. In such event, the City shall pay the Contractor only the direct value of its completed Work and materials supplied as of the date of termination. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.

If the City suspends the Work for one hundred eighty-one (181) consecutive days or more, such suspension shall be deemed a termination for convenience.

Upon such termination, the Contractor shall proceed with the following obligations.

1. Stop Work as specified in the notice.
2. Place no further subcontracts or orders.
3. Terminate all subcontracts to the extent they relate to the work terminated. The Contractor shall ensure that all subcontracts contain this same termination for convenience provision.
4. At the City's sole discretion and if requested in writing by the City, assign to the City all right, title and interest of the Contractor under the subcontracts subject to termination.
5. Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of the Contractor and in which the City has or may acquire an interest.

6. The Contractor shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

The City shall pay the Contractor the following:

1. The direct value of its completed Work and materials supplied as of the date of termination.
2. The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from the Contractor's failure to perform as required under this Agreement.
3. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that the Contractor would have sustained a loss on the entire Work had they been completed, the Contractor shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

The Contractor shall maintain all records and documents for three (3) years after final settlement. These records shall be maintained and subject to auditing as prescribed in Section 7.7.

THE CITY'S RIGHT TO PERFORM AND TERMINATE FOR CAUSE

If the City provides the Contractor with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions and the Contractor fails to comply in a time frame specified, the City may have work accomplished by other sources at Contractor's sole expense.

If the Contractor persistently fails to

1. provide a sufficient number of skilled workers,
2. supply the materials required by the Contract Documents,
3. comply with applicable Legal Requirements,
4. timely pay, without cause, sub-consultants and/or subcontractors,
5. prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or
6. perform material obligations under the Contract Documents, then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth below.

Upon the occurrence of an event set forth above, the City may provide written notice to the Contractor that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of the Contractor's receipt of such notice.

If the Contractor fails to cure, or reasonably commence to cure, such problem, then the City may give a second written notice to the Contractor of its intent to terminate within an additional seven (7) day period.

If the Contractor, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then the City may declare this Agreement terminated for default by providing written notice to the Contractor of such declaration.

Upon declaring this Agreement terminated and for the purpose of completing the Work, the City may enter upon the premises and take possession of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work. The Contractor hereby transfers, assigns and conveys all items, which have been purchased or provided for the performance of the Work to the City for such purpose and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

In the event of such termination, the Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the Contractor shall be entitled to be paid only for Work performed and accepted by the City prior to its default.

If the City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then the Contractor shall be obligated to pay the difference to the City. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by the City in connection with the re-procurement and defense of claims arising from the Contractor's default.

If the City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of 108.14

SECTION 109 - MEASUREMENTS AND PAYMENTS

109.1 MEASUREMENT OF QUANTITIES:

(revise to include the following)

It is the responsibility of the Contractor to conform to the Contract Documents, including plans, typical sections and specifications including but not be limited to dimensions, materials, application rates and densities. The Contractor shall take all actions necessary to ensure that the work conforms to the contract documents. The Contractor shall cooperate fully with the Project Manager or Project Manager's representative to correct any known nonconformity to the contract documents.

109.1 MEASUREMENT OF QUANTITIES:
(delete the second paragraph)

Unless otherwise specified, longitudinal and surface (plane) measurements will be made in a horizontal plane.

PART 200 - EARTHWORK

SECTION 201 - CLEARING AND GRUBBING

201.3 CONSTRUCTION METHODS:
(revise to include the following)

The Contractor shall make every effort possible to avoid damaging existing trees. In the event that any trees suffer limb damage, the Contractor shall cut branches to the nearest branch crotch or to the branch collar at the trunk.

No separate payment will be made for trimming trees. The cost shall be considered incidental to the work.

SECTION 205 – ROADWAY EXCAVATION

205.1 DESCRIPTION
(revise to include the following)

The bid schedule unit cost for excavation, backfill and embankment work shall include the cost of rock excavation, handling rock or disposing of rock and no separate measurement or payment shall be made. Rock shall be defined as any highly cemented or hard material that may require additional efforts for removal, handling or disposal.

205.2 UNSUITABLE MATERIAL:
(third paragraph, revise to read as follows)

Should unsuitable material be encountered at subgrade elevation in cut areas or at existing grade in fill areas, the unsuitable material shall be removed and replaced with suitable fill material in accordance with MAG Section 210 and MAG Section 211.

Determination of unsuitable material and the limits and depths of required removal and replacement shall be at the sole discretion of the Project Manager. In no case shall any unsuitable material be removed without prior written consent of the Project Manager.

Measurement and payment for removal and replacement of unsuitable material will be by the cubic yard as shown in the proposal. Payment shall be compensation in full for the work complete and in-place including any borrow, permits, pit royalties, all excavation, hauling, placing, compacting, conditioning, watering and proper disposal, together with all appurtenant costs.

205.3 MEASUREMENT

(revise to include the following)

Earthwork is incidental to the roadway construction and no additional payment will be made for roadway excavation. The Contractor shall be responsible for estimating and accounting for earthwork import and haul off. It is recommended that the Contractor review the report on geotechnical investigation and sampling results.

PART 300 -- STREETS AND RELATED WORK

SECTION 301 - SUB-GRADE PREPARATION

301.1 DESCRIPTION:

(revise to include the following)

The untreated base or prepared subgrade shall be test rolled in the presence of the Project Manager prior to the placement of asphalt paving materials. The equipment used to perform the test roll shall be approved by the Project Manager. The Contractor shall be responsible for scheduling this test roll with the Inspector during regularly scheduled work. All costs associated with the test roll shall be considered incidental to and included in the cost of sub-grade preparation.

SECTION 336 - PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.1 DESCRIPTION:

(first paragraph, revise to include the following)

The exact points of pavement matching shall be determined in the field by the Project Manager.

336.2 MATERIALS AND CONSTRUCTION METHODS:

336.2.1 PAVEMENT WIDENING OR EXTENSIONS:

(first paragraph, revise second sentence to read as follows)

The minimum depth of cut shall be four (4) inches or Depth/4, whichever is greater.

PART 400 -- RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401 - TRAFFIC CONTROL

401.5 GENERAL TRAFFIC REGULATIONS:
(revise to include the following)

Within seven (7) calendar days following receipt of the Notice of Award and in accordance with Section 108.1 of these General Provisions, the Contractor shall submit to the Project Manager a traffic control plan that shows the control of traffic in accordance with Part VI of the FHWA Manual on Uniform Traffic Control Devices for all phases of the work. The plan should include nights, weekends, shut down periods and an approximate schedule of street closures and detours.

The Traffic Control Plan is to detail the Contractor's proposal for routing traffic and pedestrians around the areas of construction. The Plan shall be coordinated with the proposed construction schedule and show how the locations of the various traffic and pedestrian control devices will change as construction progresses. The Plan shall allow for complete detours around the work areas.

Private and commercial driveways shall not be closed for any period exceeding eight hours during any twenty-four-hour period. The affected resident and the City shall be notified 48 hours in advance of any closure. Convenient access to driveways, houses and buildings along the line of work shall be maintained and temporary crossings or alternate access shall be provided and maintained in good condition, except during that period mentioned above. **Business access shall be maintained at all times by at least one driveway.**

(eleventh paragraph, revise to read as follows)

The Contractor will reinstall all permanent traffic control devices as required by the approved construction plans and specifications.

(twelfth paragraph, delete the last sentence)

Delete - The Traffic Engineering Department will reinstall all traffic signs.

401.7 PAYMENT:
(revise paragraph to read as follows)

Payment for all work and materials required to prepare a traffic control plan and provide traffic control during construction shall be made at the lump sum price shown on the Bid Schedule. Full compensation for any required traffic control devices, flaggers, uniformed off-duty law enforcement

officers, pilot cars and drivers shall be included in the lump sum contract price and no additional payment shall be allowed. Progress payments shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

SECTION 425 TOPSOIL

425.2 MATERIALS:
(revise to read as follows)

Overburden topsoil shall be salvaged and reused when possible. All topsoil, whether overburden or imported, shall be free of roots, heavy clay, clods, noxious weed seeds, coarse sand, large rocks, sticks, brush, litter and other deleterious material and meet the requirements of MAG Section 795. The Project Manager's approval of the proposed topsoil shall be obtained before delivery to the project.

425.4 MEASUREMENT:
(revise paragraph to read as follows)

Topsoil shall be measured lump sum, complete and in place unless indicated otherwise by the bid schedule.

425.5 PAYMENT:
(revise to read as follows)

Topsoil will be paid for in accordance with the contracted price for furnishing and placing topsoil, as described and specified. Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

SECTION 430 – LANDSCAPING AND PLANTING
(revise to include section as follows)

430.3 LAWN AREAS

430.3.1 Preparation of In Place Soil
(delete the second paragraph and revise to read as follows)

After clearing, grubbing and initial cultivation has been completed, a slow release chemical fertilizer shall be mechanically spread over the turfgrass area at an average rate of 1 pound of actual nitrogen per 1000 square feet. After spreading, the fertilizer shall be cultivated into the top four inches of soil using suitable equipment. The resulting soil shall be in a friable condition suitable for planting. (Actual nitrogen is determined by using the nitrogen ratio number x weight of the bag/100).

430.3.2 Seeding

(delete the first and second paragraph revise to read as follows)

The rate of seeding shall be three pounds of seed per 1000 square feet using the following seed mixture;

Poa pratensis	Kentucky Bluegrass (mix of three varieties)	70%
Lolium perenne	Perennial Rye Grass	10%
Festuca rubra	Creeping Red Fescue	20%

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

SECTION 431 – EROSION CONTROL

(revise to include new section as follows)

431.1 DESCRIPTION

Erosion control applies to improvements within the city and as part of the erosion control section of a Storm Water Pollution Prevention Plan (SWPPP). Materials, means and methods for erosion control and stabilization, Best Management Practices (BMPs), Erosion Control Plans (ECPs) and SWPPPs are described in the City of Flagstaff Stormwater Design Manual.

The Contractor shall stabilize all disturbed areas within the project site and as shown on the plans. Work shall be performed according to the provisions of this Section and shall include but not be limited to the furnishing, hauling, placement and application of erosion control materials.

The Contractor is responsible for complying with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit program. This generally includes submittal of a Notice of Intent to the Arizona Department of Environmental Quality (ADEQ) and Notice of Termination to ADEQ for the project. Preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) for the site is required per ADEQ and City of Flagstaff standards.

The cost for complying with the NPDES permit and the SWPPP, including the erosion control devices, shall be included in the NPDES & SWPPP Requirements portion of the Contractor's bid. It is recommended that contractors see the ADEQ Smart NOI (Notice of Intent) program website (http://az.gov/webapp/noi/main.do) for information and processes.

Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

432.1 NATIVE SEEDING

All areas to be seeded that are accessible to machinery shall be tilled to a minimum depth of four (4) inches. Areas inaccessible to machinery shall be hand tilled and prepared to a minimum depth of two (2) inches. Cut slopes of 2:1 or steeper do not require tilling. Cultivation on sloping terrain shall run perpendicular to the direction to the slope. If weeds or herbaceous plant material interferes with proper seedbed preparation, the contractor shall remove them from the seedbed.

Contractor shall remove and dispose of all debris and other objectionable material that may interfere with seeding operations.

The area to be seeded shall be relatively smooth and all surface irregularities (e.g. rills, tire marks) shall be filled and firmed to conform to the desired cross sections. The seedbed shall be rolled both before and after the seeding operation with a minimum of one pass of a cultipacker or drag harrow.

Seed shall be sown when conditions will promote germination and growth. Normal non-irrigated permanent native seed application dates are between April 1 and June 15, between August 15 and September 20 and after the first frost (recurring overnight temperature of 28 degrees F) until snowfall. Seeding work shall be performed only after planting and other work affecting ground surface is complete.

To assist in establishment of the permanent seed mix, a nurse crop shall be used for this work. Preapproved nurse crop seed shall be one of the following, incorporated with the specified permanent seed mix;

Annual ryegrass	*(Lolium multiflorum)*	30 lbs/acre
Oats	(*Avena sativa)*	60 lbs/acre
Regreen©	(*Triticum aestivum x Elytrigia elongata)*	30 lbs/acre

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

When cut or fill slopes are greater than six (6) feet in height and steeper than 3H:1V, the seeded area shall be covered with American Excelsior Company straw/coconut blanket or an approved equal. Installation shall be per the manufacturer's written directions.

440.10. (D) SEQUENCING

(add the following section)

The irrigation system shall be installed, inspected, approved and operable prior to the installation of plant materials, landscape fabric and ground plane treatments (*decomposed granite, landscape rock, mulch, etc.)*

PART 600 - WATER AND SEWER

SECTION 601 - TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.2 EXCAVATION:

601.2.1 GENERAL:
(revise to include the following)

All excavation, including trench excavation, shall be performed in any substance and material encountered. The cost is considered incidental to and is to be included in the price for the bid item to be constructed or installed. No special payment shall be made for trench excavation other than rock excavation as specified under Trench Rock Excavation.

Trench Rock Excavation
Trench rock is defined as consolidated igneous, metamorphic and/or sedimentary material in the original bed and/or in well-defined ledges that cannot be removed by a mechanical method and therefore requires pneumatic hammering, drilling or blasting for removal. Example of mechanical methods include hand tools, trenching machine, backhoe, ≥195 horsepower hydraulic excavator with ripping teeth or equivalent.

Boulders and pieces of rock having a volume of more than 27 cubic feet (1 cubic yard) shall be considered rock.

For projects where trench rock excavation is anticipated, the estimated contingent quantity is shown in the proposal under the applicable bid item. The contingency quantity is an estimate only and no guaranty is given that any portion will be utilized. Trench rock excavation will be paid for separately at the unit price bid per cubic yard for Trench Rock Excavation.

Measurement of Trench Rock Excavation shall be per cubic yard in place. This volume of rock will be measured by the City representative, using the maximum trench width allowed in accordance with MAG Table 601-1, the lineal footage of actual rock excavation required and the actual depth of rock as determined by inspection of the trench after rock excavation and before backfilling.

SECTION 611 – WATER, SEWER AND STORM DRAIN TESTING

611.2 DISINFECTING WATER MAINS:

611.2.13 Fire Flow Testing:
(revise to include the following new section)

All water lines that have new fire hydrants shall require a fire flow test per CoF Engineering Standard 13-09-006-0006.1.

Fire flow testing shall be performed by a certified tester. Results shall be sealed by an Arizona Professional Engineer.

The City Water Services Section requires a 72-hour notice via e-mail to schedule hydrant operation and testing observation. A digital copy of the test results shall be submitted to the City Project Manager.

SECTION 631 WATER TAPS AND METER SERVICE CONNECTIONS
(revise to add the following)

631.3 INSTALLATION:

New water service lines shall be installed to replace the existing water service lines. Construction includes replacement of all water services to COF Engineering Standards, including the service saddle at the main, corporation stop, pipe and curb stop to the meter and adjust the customers' service to the new outlet meter coupling elevation. The lines shall be extended to the new polymer meter box location and a new meter box shall be installed and shall connect to the existing meter. If the existing meter is not at the City's standard depth; the contractor shall adjust the elevation of the meter. In cases where the meter box moves, the contractor shall salvage the existing meter and shift it to the proposed location. At each of these locations the contractor is required to connect the existing water services on the private side of the meter. The Contractor shall coordinate with each homeowner where private construction is required to verify the water line rerouting and to restore landscaping to its original condition.

The City will provide the contractor with Temporary Rights of Entry for the water service connection, replacement/adjustment of water meter boxes and associated work. If the contractor needs to go outside the Temporary Right of Entry limits they will have to provide the City with written permission from the property owner prior to conducting the work.

A residential plumber's license will be required for all work that is done on the private service side of the meter.

City of Flagstaff utility tapping fees are the responsibility of the contractor. The contractor shall perform all work and coordinate payment directly with the City Water Services Department. All costs for utility tap work and fees shall be included in the line item for installation of the new service, including but not limited to all labor and materials for complete installation. Repair associated within any abandoned or new tap shall be included in the contract bid item.

SECTION 710 - ASPHALT CONCRETE

710.1 GENERAL:
(revise to include the following)

The asphaltic concrete designation shall be 3/4 inch, except as required by the project plans or Special Provisions.

End of Document

TIFFANY CONSTRUCTION CO.
Phoenix Sedona
ROC 071494

Phoenix Office
7122 N. 27th Ave.
Phoenix, Arizona 85051
Phone: 602.276.2414
Fax: 602.268.5180

Sedona Office
75 Kallof Place
Sedona, Arizona 86336
Phone: 928.204.9817
Fax: 928.204.0084

To:	City Of Flagstaff	**Contact:**	Christine Cameron
Address:	211 West Aspen Avenue	**Phone:**	
	Flagstaff, AZ 86001	**Fax:**	
Project Name:	PRELIMINARY PROPOSAL - Spruce Ave. Wash Improvements	**Bid Number:**	22-5227
Project Location:	Spruce Wash, Flagstaff, AZ	**Bid Date:**	3/15/2022

01 - Base Bid

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Relocate Gas Line. Assume 3' Bury Depth	200.00	LF	$60.00	$12,000.00
100.1	Gas Abandonment	1.00	LS	$5,890.00	$5,890.00
101	Sawcut Existing AC Pavement (2' Min) Per MAG SPECS 336 & 350	58.00	LF	$6.50	$377.00
102	Remove AC Pavement And Subgrade. Assume Avg 9" Thick.	230.00	SY	$19.00	$4,370.00
103	Sawcut, Remove And Dispose Existing Concrete Curb & Gutter Per MAG SPECS 336 & 350	117.00	LF	$7.00	$819.00
104	Remove And Dispose Existing 4" Concrete Sidewalk Per MAG SPECS 336 & 350. Sidewalk Shall Be Removed To Nearest Joint	528.00	SF	$1.50	$792.00
105	Remove And Dispose Existing Concrete (Parking Area And Inlet Pad) Per MAG SPECS 336 & 350. Assumes No Rebar/Mesh Reinforcement.	1,321.00	SF	$2.50	$3,302.50
109	Remove And Dispose Of Existing Concrete Driveway Per MAG SPECS 336 & 350. Assumes No Rebar/Mesh Reinforcement.	105.00	SF	$8.00	$840.00
135	Remove And Dispose Of Existing Concrete Headwall Per MAG SPECS 336 & 350	1.00	EACH	$3,190.00	$3,190.00
136	Remove And Dispose Existing 60" Storm Drain Pipe. Due To Age, May Not Be Sound/Salvageable.	173.00	LF	$87.00	$15,051.00
137	Remove And Dispose Of Existing Grouted Riprap Per MAG SPECS 336 & 350	1,270.00	SF	$6.00	$7,620.00
143	NPI Contractor And Unisource To Coordinate Removal And Replacement Of Existing Gas Meters. If Applicible Protect Existing Gas Meter In Place.	12.00	EACH	$0.00	$0.00
144	NPI Contractor And Unisource To Coordinate Removal And Relocation Of Existing Gas Line And Appurtenances. Contractor To Protect All Existing Services In Place, If Applicable.	1.00	EACH	$0.00	$0.00
145	NPI Contractor To Protect In Place Existing Telecommunications Line And Appurtenances	1.00	EACH	$0.00	$0.00
147	NPI Contractor To Protect In Place Existing Overhead Electric Line And Appurtenances. Coordination With APS And CenturyLink To Tightem Up Existing Overhead Lines During Construction	1.00	LS	$0.00	$0.00
148	Remove, Salvage And Re-place Existing Private Fence Per MAG SPECS 336 & 350	88.00	LF	$78.80	$6,934.40
150	Remove And Dispose Of Existing Tree And Rootball Per MAG SPECS 336 & 350. Trees To Be Removed The Same Day As Downed.	5.00	EACH	$2,740.00	$13,700.00
151	Remove And Dispose Of Bollards	4.00	EACH	$141.00	$564.00
153	Remove, Salvage And Reinstall Existing Private Sign Per MAG SPECS 336 & 350. Coordinate With City And Owner For Reinstallation	1.00	EACH	$610.00	$610.00
198	NPI Protect Existing Fence In Place	1.00	LS	$0.00	$0.00
199	NPI Protect Existing Tree In Place	12.00	EACH	$0.00	$0.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
200	Construct Asphalt Pavement Structural Section Per DTL 3 On Sht DT01. Assume 3" AC On 6" ABC.	129.00	SY	$157.00	$20,253.00
203	Construct Concrete Structural (Apt Parking Lot & Section By Cedar Ave.) Section Per DTL 5 On Sht DT01. Assume 7" Concrete On 4" ABC. Assumes No Rebar/Mesh Reinforcement.	1,630.00	SF	$33.50	$54,605.00
204	Construct Driveway Per MAG STD DTL 251 And Match Existing Driveway	100.00	SF	$40.00	$4,000.00
220	Construct Vertical Curb And Gutter Per DTL 2 On Sht DT01. Assume 6" HT.	84.00	LF	$50.00	$4,200.00
227	Construct Safety Rail Per MAG STD DTL 145 (Galvanized; Type 3) And Per Sht IP02	132.00	LF	$144.00	$19,008.00
230	Construct Concrete Sidewalk Per DTL 4 On Sht DT01. Sidewalk Width To Match Existing.	528.00	SF	$18.00	$9,504.00
260	Construct Cut Slope (2' Horizontal To 1' Vertical) To Daylight	1.00	LS	$591.00	$591.00
263	Construct Cut Slope (4' Horizontal To 1' Vertical) To Daylight	1.00	LS	$1,380.00	$1,380.00
270	Construct Inlet Wingwall/Apron Sht IP02, Specialty Shoring, Footer Mix Per Geotech Report	1.00	EACH	$203,000.00	$203,000.00
270.1	Construct Outlet Structure Per Sheet IP02, Specialty Shoring, Footer Mix Per Geotech Report	1.00	EACH	$200,000.00	$200,000.00
270.3	Outlet Structure Grate Per Sheet IP02	1.00	EACH	$54,500.00	$54,500.00
275	Construct Shotcrete Channel. Shotcrete To Replace Riprap	15,120.00	SF	$18.00	$272,160.00
282	Install Trash Rack Per MAG STD DTL 502-2	1.00	EACH	$4,080.00	$4,080.00
305	Vertical Realignment Of Existing 6" Domestic Water Line. Gate Valves Excluded.	57.00	LF	$896.00	$51,072.00
307	Install 24" Restrained DIP Reclaimed Water Line; Construct 24" DIP Vertical Realignment, Connect To Existing	57.00	LF	$2,160.00	$123,120.00
307.1	2" ARV COF Dtl 09-03-100	2.00	EACH	$42,400.00	$84,800.00
312	Install 24" Gate Valve CL 250 With Valve Box & Cover. Adjust To Finish Grade	2.00	EACH	$29,200.00	$58,400.00
500	Install 12 X 8 Concrete Box Culvert Per ADOT STD DTL SD 601.01. Includes Monolithic Curb And Road Surface	107.00	LF	$6,640.00	$710,480.00
581	Install Riprap D50=6" Per Dtl 7 On Sht DT01	1,215.00	SF	$15.40	$18,711.00
601	Install 6" Solid White Bike Lane Striping Per COF STD DTL 16-06-010	141.00	LF	$29.00	$4,089.00
607	Install 4" Double Yellow Centerline Striping Per COF STD DTL 16-06-010	56.00	LF	$72.00	$4,032.00
701	Install 4-3" Schedule 80 PVC Conduit (Fiber Optic) Per COF STD DTL 9-01-010 Sht DT01	56.00	LF	$252.00	$14,112.00
800	Place And Remove Straw Wattles	1,300.00	LF	$5.60	$7,280.00
801	Temporary Construction Entrance	1.00	EACH	$4,400.00	$4,400.00
802	Culvert Inlet Protection Per Detail On Sht EC02	1.00	EACH	$1,270.00	$1,270.00
803	Broadcast Seeding EXCLUDED	2,160.00	SF	$0.00	$0.00
1000	Mobilization, Insurance And Start Up	1.00	LS	$95,000.00	$95,000.00
1001	Sacra Engineering Fee	1.00	LS	$15,000.00	$15,000.00
1002	Remove Jersey Barriers	1.00	LS	$5,600.00	$5,600.00
1010	Potholing	5.00	DY	$3,080.00	$15,400.00
1020	Construction Staking And Survey	1.00	LS	$35,000.00	$35,000.00
1030	Traffic Control EXCLUDED. City Of Flagstaff To Maintain Existing/Current Signage	1.00	LS	$0.00	$0.00
1040	Geotechnical Testing - EXCLUDED	1.00	LS	$0.00	$0.00
1050	Grading Permit - EXCLUDED	1.00	EACH	$0.00	$0.00
1060	Public Improvement Permit - EXCLUDED	1.00	EACH	$0.00	$0.00
1070	Bond	1.00	EACH	$19,500.00	$19,500.00
1080	Potential Fuel Escalation (Fuel $4.44/gal March 9, 2022)	0.00	UNIT	$0.00	$0.00
1090	Schedule Acceleration - Weekend/Overtime - If Required	0.00	UNIT	$0.00	$0.00
	Total Price for above 01 - Base Bid Items:				**$2,190,606.90**

02 - Contingency

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
2000	10 % Contingency	1.00	LS	$220,000.00	$220,000.00
		Total Price for above 02 - Contingency Items:			**$220,000.00**

Bid Price Subtotal:	**$2,410,606.90**
TPT Tax 5.97%:	**$143,913.23**
Total Bid Price:	**$2,554,520.13**

Notes:

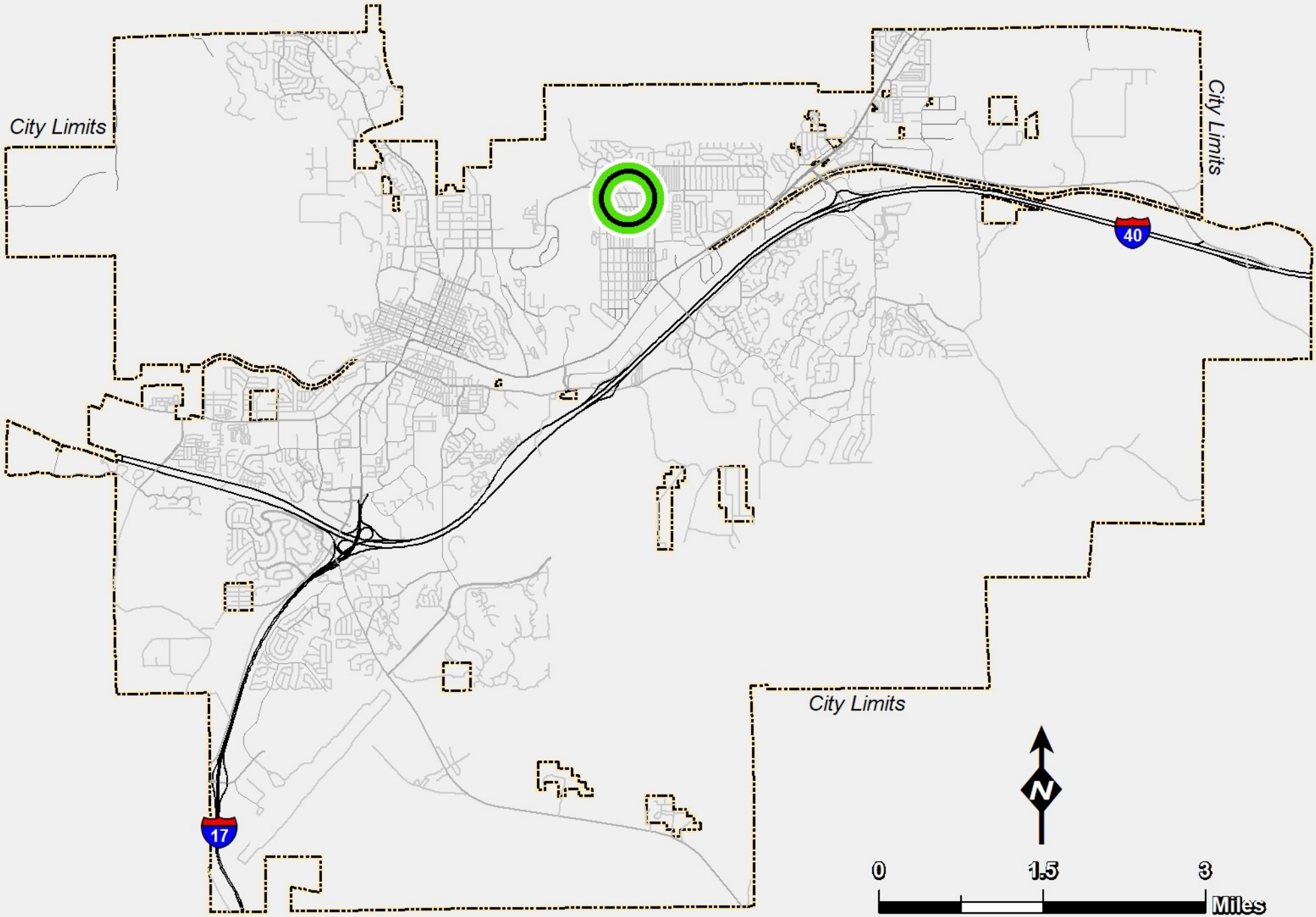
- The unforeseen and historically unique global supply chain issues are significantly impacting our ability to obtain materials and to hold prices as quoted at the time of bid proposal. Current communications from our suppliers are indicating material delays, shortages, and price increases on a regular basis. Some suppliers have sent letters declaring a Force Majeure event. Bid prices and our ability to meet construction schedules may be affected. Material and vendor pricing is subject to change with no notification.
- Bid excludes: Hard Rock Excavation, Removal or Remediation of Unsuitable Soils, Engineering, except for box culvert, inlet, outlet and outlet grate, Geotechnical Testing and Special Inspections, Traffic Control, Engineer Stamped Asbuilts/recording, Grade Certification, Footing Excavation & Footing Backfill, Over Excavation, Demolition Other than Specified, Finish Grade for Landscape, Soil Sterilization, Import, Handling or Disposing of Existing Spills or Hazardous Waste, Removal of Utilities or Buried Sanitation Devices, Removal or Remediation Costs of Existing Wells, Signage, Utility Installation and or Relocation Other Than Specified, Building backfill, All Asphalt Sealing, Chip Seal, Prime coat, Fog seal, Planter Backfill, Parkway grading, Moving or Removing Other Trades spoils and material. Parking Meter Hooding Permit and Cost. **Bid explicitly excludes all items not specifically identified as a bid item.**
- Bid is based on 1 mobilization. Additional mobilization will be at cost plus 15%.
- Material prices are subject to change with little or no notice. Any additional cost will be passed to Owner.
- Any additional work will be billed at cost plus 15%.
- If the requirements of the contract were unavailable during the preparation of the bid, and any of these requirements contribute to unexpected additional costs this may cause the overall bid price to increase. Bid is based upon both parties reaching a mutually agreeable contract and schedule.
- This proposal and the complete terms and conditions of this proposal shall be included in any contract or change oreder prepared by Owner.
- Bid is based solely upon the work defined in the Civil Plans. Scope of work defined in the Architectural, Structural, Landscape, Mechanical, Electrical, and Plumbing Plans is specifically excluded.
- Payments to comply with the Arizona Prompt Pay Act. If retention is to be withheld, upon reaching 50% of the original contract amount the retention is to be reduced to five percent. Final Payment with zero retention is due to Tiffany within thirty days after completion of Tiffany Construction's scope of work.
- This bid is based on the following drawings and specifications: PRELIMINARY NOT FOR CONSTRUCTION BIDDING OR RECORDING Plans By SWI, Spruce Avenue Wash Improvements, date stamped 1-21-2022, Sheets 1-13, with the exception of the 6" domestic waterline which was anticipated to be realigned.
- Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed because of this, the contract time shall be extended appropriately.
- Pricing for the Inlet Structure, Outlet Structure, Box Culvert, Grate and Trash Rack are based on engineering by Sacra Engineering. Prices subject to change based on reviewed/approved submittal.
- Striping, Itemss 601 and 607, assumes thermoplastic striping. Paint striping would be $1500.00 and $1000.00, respectively.

Payment Terms:

Final billing will be based upon measurement of actual work performed at unit prices herein stated.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Tiffany Construction Company, Inc.** **ROC 071494** **Authorized Signature:** Tom Alexander **Estimator:** Tom Alexander

Spruce Wash - Cedar to Dortha Channel Improvements and Inlet




Spruce Wash - Cedar to Dortha Channel Improvements and Inlet
Cedar Avenue
Main Street
Rose Street
Dortha Avenue
N
0
250
500
Feet

13. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Kristine Pavlik, Housing and Grants Administrator
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-16: A resolution approving the City of Flagstaff's 2022 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD).

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-16 by title only
2) City Clerk reads Resolution No. 2022-16 (if approved above)
3) Adopt Resolution No. 2022-16

Executive Summary:

This staff summary is for the approval of the City of Flagstaff's 2022 Annual Action Plan that is a required submission to the U.S. Department of Housing and Urban Development (HUD) as part of the Community Development Block Grant (CDBG) program. This document identifies how the anticipated 2022 CDBG allocation will address Flagstaff's community needs identified in the 2021-2025 Consolidated Plan and how funding will be distributed within Flagstaff city limits.

The Annual Action Plan is due to HUD on or before July 11, 2022. As of the date of this report, the City of Flagstaff has not been notified of its 2022 CDBG allocation amount. However, HUD has provided guidance that the City should anticipate the 2022 allocation to be slightly less than the prior year (2021) federal allocation. HUD has also approximated the release of actual allocation amounts to be on or around May 13, 2022. Timely submission of the Annual Action Plan will enable the City to continue its annual entitlement allocation of CDBG funding.

Financial Impact:

Approval of the above resolution is critical to the City of Flagstaff receiving its annual CDBG entitlement allocation. The 2022 CDBG estimated allocation is $565,000. In addition, the City of Flagstaff is able to include program income and prior year de-obligated funds to increase funding available for allocation. These additional funds equal $277,411.32. Therefore, an estimated grand total of $842,411.32 is available for CDBG eligible projects for 2022 program year, through the Annual Action Plan. The proposed allocation takes into consideration administrative cost and the City's financial impacts by including the estimated indirect rate of 10%.

Additionally, in response to the urgent need of local congregate care service providers impacted by the

Coronavirus, the 2022 Notice of Funding Available (NOFA) included the American Rescue Plan Act (ARPA) Coronavirus State and Local Recovery Funds. These funds were allocated by Council for congregate care services, such as shelters. Council allocated a total of $400,000 in this category. Flagstaff Shelter Services and Northland Family Help Center were provided emergency allocations and disbursements in the amounts of $100,000 and $75,873.43 respectively. The remainder of funds were included as part of the above mentioned NOFA. The total ARPA and Local Recovery funding available, after accounting for emergency allocations, is $224,126.57. Staff will return to Council on May 3, 2022 to request ratification of the grant agreement with Northland Family Help Center and for consideration and approval of staff's recommendations for the remainder of the funds.

Policy Impact:

The City of Flagstaff Council's CDBG Priorities:

- Provide affordable housing (rental and ownership)
- Address homelessness
- Support neighborhood revitalization
- Workforce development (including job training and lifespan education)

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

Priority Based Budgeting

- **High Performing Governance**
  - Encourage public trust through transparency, accessibility & use of the City's public participation policy
  - Implement innovative local government programs, new ideas & best practices; be recognized as a model for others to follow

- **Safe & Healthy Community**
  - Support social services, community partners & housing opportunities
  - Provide alternative responses, resources & programs, inclusive of mental health & other services

- **Inclusive & Engaged Community**
  - Foster community pride & civic engagement by increasing opportunities for public involvement, in line with best practices & legal requirements
  - Advance social equity & social justice in Flagstaff by supporting social services
  - Facilitate & foster diversity & inclusivity, including support of anti-racist policies & practices
  - Enhance community involvement, education & regional partnerships to strengthen the level of public trust
  - Ensure city facilities, services, & programs are accessible for all residents & representative of Flagstaff's diverse community

- **Sustainable, Innovative Infrastructure**
  - Support the community's social infrastructure needs; assist those partner organizations that provide services the City does not

- **Robust Resilient Economy**
  - Support & strengthen a more robust, diverse, & sustainable economy in ways that reflect community values & provides for affordable housing opportunities
  - Enhance understanding between the development community, the City & Flagstaff residents
  - Enhance the community's workforce development programs & improve partnerships with higher education institutions & the private & public sectors

- **Livable Community**
  - Support regional partners which provide equitable & inclusive educational opportunities for Flagstaff residents of all ages
  - Actively support attainable & affordable housing through City projects & opportunities with developers

- **Environmental Stewardship**
  - Implement, maintain & further the Climate Action & Adaptation Plan (CAAP) with awareness of social inequities

Regional Plan

- **Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.**
  - Policy NH.1.1. Preserve and enhance existing neighborhoods.

- **Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunities for all economic sectors.**
  - Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
  - Policy NH.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms

- **Goal NH.4. All housing is safe and sanitary.**
  - Policy NH.4.1. Expand the availability of affordable housing throughout the region by preserving existing housing, including housing for very low-income persons. Policy NH.4.2. Reduce substandard housing units by conserving and rehabilitating existing housing stock to minimize impacts on existing residents.
  - Policy NH.4.3. Address accessibility issues and other housing barriers to persons with disabilities or special needs.
  - Policy NH.4.4. Encourage green practices in housing construction and rehabilitation that support durable, healthy, and energy efficient homes.
  - Policy NH.4.5. Renovate the existing housing stock to conserve energy and reduce utility and maintenance costs for owners and occupants.
  - Policy NH.4.6. Consider and integrate public transportation, when possible, in planning housing developments, to help reduce a household's transportation costs and minimize impact on the community's roads and transportation system.
  - Policy NH.4.7. Enforce compliance with fair housing laws.

- **Goal NH.5. Eliminate homelessness.**
  - Policy NH.5.1. Provide adequate resources for families with children experiencing homelessness.
  - Policy NH.5.2. Provide adequate resources for individuals experiencing homelessness.
  - Policy NH.5.3. Support and expand programs that prevent homelessness.
  - Policy NH.5.4. Make transitional housing resources available to populations experiencing homelessness

Carbon Neutrality Plan

- **Community resilience**
  - CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.
  - CR-2: Strengthen existing community systems to create resilience to both short-term shocks

and long-term change.

- **Equitable systems**
  - ES-2: Proactively engage community members on an ongoing basis
  - ES-4: Actively seek to recognize past harms, repair trust, and build deeper relationships with community members.

10 Year Housing Plan

Connect people to equitable housing solutions.

- Connect 1: Reduce homelessness in the Flagstaff community and seek creative solutions to foster housing permanency for all.
  - Connect 1.3 Continue to support and develop Coordinated Entry as a meaningful process that provides linkages to healthcare, behavioral health, and housing
- Connect 2: Implement a framework for centering equity in proposed and existing housing practices, policies, and programs.
  - Connect 2.1 Evaluate housing policies and strategies in City of Flagstaff planning documents through an equity lens.
  - Connect 2.2 Encourage community organizations such as local Continuum of Care to continue to integrate equity into programs and policies.
- Connect 3: Integrate healthcare into housing programs, and housing into healthcare programs, as appropriate.
  - Connect 3.1 Raise awareness of housing security as a social determinate of health
  - Connect 3.2 Encourage neighborhoods, housing types and building practices that increase health.
  - Connect 3.3 Work in partnership with the community to develop and promote community health measurement data collection into housing services when viable

Preserve affordable housing

- Preserve 1: Encourage the adaptive reuse of buildings.
  - Preserve 2.2 Acquire and rehabilitate already built properties for affordable housing projects when financially feasible.

Protect people from housing discrimination and remove housing barriers.

- Protect 1: Continue Flagstaff's commitment to further Federal and Arizona Fair Housing laws in all housing-related services and programs, valuing the efforts of those who seek to reduce barriers to equitable housing opportunities, and providing Fair Housing education and resources to the community.

Has There Been Previous Council Decision on This:

Staff received Council direction on Council CDBG priorities during the December 22, 2020 Council meeting which are identified in Policy Impact above and Background/History below.

Management Services staff received Council direction regarding allocation amounts and categories of the American Rescue Plan Act Coronavirus State and Local Recovery Funds at the October 12, 2021 Council Meeting.

On February 1, 2022 City Council approved the ratification of an emergency grant agreement with Flagstaff Shelter Services in the amount of $100,000, utilizing funds from the Council ARPA allocation for congregate care services.

Options and Alternatives:

1. Approve Resolution No. 2022-16 and authorize the submission of the Annual Action Plan to HUD on or before July 11, 2022.
2. Modify Resolution No. 2022-16 and authorize the submission to HUD.
3. Not approve Resolution No. 2022-16 and risk losing the 2022 CDBG allocation.

Background/History:

In order to receive CDBG funding, the City must complete and submit to HUD the required 2022 Annual Action Plan by July 11, 2022. This plan describes how CDBG funds will be used in the coming year and how the annual allocation will be used to meet community needs identified in the 2021-2025 Consolidated Plan.

Every two years, staff requests guidance from Council on CDBG Priorities for the coming two years. On December 22, 2020, Council received an overview of the CDBG program and established four priorities:

- Provide affordable housing (rental and ownership)
- Address homelessness
- Support neighborhood revitalization
- Workforce development (including job training and lifespan education

Through the 2022 CDBG process, the City of Flagstaff Housing Section received 6 external Community Development Block Grant/ARPA Recovery Fund proposals and 1 internal request for CDBG funds for the 2022 Program Year. One applicant withdrew their CDBG application with the intention of applying for future ARPA Recovery Funds from the Housing Assistance allocation.

Housing staff are responsible for determining whether a proposed activity is eligible, conducting a risk assessment of the project as well as the applying agency. Federal funds require administrative knowledge and capacity to ensure compliant and timely expenditure of funds. Additionally, a Ranking Committee comprised of three community representatives and three City staff met to review the external proposals and rank them by consensus. Rankings primarily serve as a risk and benefit assessment and are the guiding input for staff recommendations forwarded to City Council.

Below is a list of the proposals in ranking order. The proposals are divided between Housing and Public Service categories as HUD requires two separate funding limits and different criteria. Internal City of Flagstaff proposals are presented to meet City Council priorities or other unmet needs in the community and are not ranked (NR) competitively with the other proposals, since the City would administer these projects directly. A comprehensive Proposal Book that includes each of the below proposals was distributed to Council on April 1, 2022.

Housing Activities	Proposal/ Project	Request	Ranking
Flagstaff Shelter Services	The Crown: Hotel to Housing Renovation	$250,000.00	161
City of Flagstaff	Murdoch Neighborhood Park Improvements	$370,411.32	NR

Public Service Activities	Proposal/ Project	Request	Ranking
Homeless Youth Connection	Empowering Youth for the Future Host Family Program	$30,000.00	172
Threaded Together	Sewing and Textile Employment Pathway (STEP) Program Expansion	$39,826.00	171

Flagstaff Shelter Services	The Crown: Housing as Healthcare Operation of Non-Congregate Shelter	$300,000.00	170

Key Considerations:

In order to receive CDBG funding, the City must complete an AAP that describes how CDBG funds will be used in the coming year and how the activities will accomplish the goals outlined in the 2021-2025 Consolidated Plan.

The creation of the Consolidated Plan is an extensive process involving public and stakeholder input (gathered through surveys, public meetings, and a 45 day public comment period), community needs assessments and a housing market analysis. The data outlined in the Con Plan helps determine the relative priority of activities and the populations that will be served in the coming years with federal funds. HUD allows two priority designations – high and low. Assignment of priority does not reflect a lack of need for any particular population or activity; it merely identifies those conditions that are most likely to be addressed with limited CDBG funding.

- High (H) priority activities are likely to be funded with CDBG resources during the next five years.
- Low (L) priority activities may be funded as opportunities arise.

Special Populations are certain clientele that are presumed by HUD to be low/moderate income and are defined as senior citizens, severely disabled adults, persons living with AIDS, battered spouses, abused children, the homeless, illiterate adults, or migrant farm workers.

The table attached summarizes the 5 Year Con Plan Goals outlining associated CDBG activities, the priority level and 5-year numeric goals for each. Activities that will be targeted to special populations are also indicated.

The table is designed to meet HUD requirements.

5 Year Consolidated Plan Goals			
Activities	**Special Population**	**Priority Level**	**5 Year Goa**
Priority Need: **Neighborhood Revitalization,** **Public Facilities & Infrastructure**			
Neighborhood Facility and Infrastructure Improvements *Includes Parks/ Playgrounds/ Streets/ Water Sewer Lines/ Energy Efficiency/ Broadband Infrastructure/ Etc.*		High	3,000 people
Public Facilities *Includes Acquisition/ Construction/ Reconstruction/ Rehab/ Installation/ Improvements/ Etc.*	**X**	High	100 people
Acquisition for Affordable Housing Development *Land/ Real Property/ Etc.*		Low	3 units
Priority Need: **Public Services & Economic Opportunities**			
Services to Meet Basic Needs *Includes Childcare/ Senior Services/ Services for Disabled Individuals/ Mental Health/ Etc.*	**X**	High	300 people

Workforce Development *Includes Employment/ Job Training/ Business mentorship/ support/ assistance*	**X**	Low	15 people	
Housing Stabilization *Includes Rental Assistance/ Eviction and Foreclosure Prevention/ Legal Services/ Housing Counseling/ Etc.*		High	50 households	
Priority Need: **Addressing Homelessness**				
Service and Facility Operating Support *Includes Outreach/ Shelter Managers / Case Managers/ Coordinated Entry/ Etc.*	**X**	High	1,500 people	
Increase Shelter Beds/Units *Includes Emergency / Transitional Shelter/ Permanent Supportive Housing/ Etc.*		High	15 beds/units	
Priority Need: **Decent Affordable Housing**				
Housing Rehabilitation *Includes Owner and Renter Housing*	**X**	High	20 housing units	
Housing Development *Includes Owner and Renter Housing*		High	3 units	
Housing Assistance *Includes Owner and Renter Housing*		High	50 households	

Expanded Financial Considerations:

Through the 2022 CDBG process, the City of Flagstaff Housing Section received 6 external Community Development Block Grant/ARPA Recovery Fund proposals and 1 internal request for CDBG funds for the 2022 Program Year. One applicant withdrew their CDBG application with the intention of applying for future ARPA Recovery Funds from the Housing Assistance allocation .

Per HUD's guidance, the City of Flagstaff has estimated the 2022 allocation will be slightly less than last year's federal allocation.

The below funding recommendations are based on an estimated allocation amount, once HUD releases the funding allocations, should the City of Flagstaff receive notice of either a larger than estimated CDBG allocation and/or a post allocation adjustment to the CDGB allocation, each awarded project would receive an allocation increase by an equal percentage.

Alternatively, if the City of Flagstaff's entitlement is less than estimated or decreases, each awarded project would decrease by an equal percentage.

2022 CDBG Funding Recommendations

Funding recommendations are made after an extensive risk assessment and based on eligibility of the project, adherence to CDBG regulations and alignment with Council CDBG goals and goals within the Consolidated Plan.

Below is the estimated funding available for the 2022 Annual Action Plan:

2022 Estimated Funding Available

Total Estimated 2022 Entitlement Award	**$565,000.00**
Program Income (PI) and re-allocated funds	$277,411.32
Total Estimated Available Funding for Allocation	**$842,411.32**

Planning and Administration Funding Recommendation

Federal CDBG regulations do not allow more than 20% of funds to be spent on Planning and Administration activities; estimating Program Year 2022 program income at $60,000, allowable administrative funding for Program Year 2022 equals $127,682.26.

Below are the funding recommendations for the Administration category:

Administration (20%)	
Grant Compliance and Administration	$68,963.00
Estimated City Indirect at 10%	$58,037.00
Total Administration	**$127,000.00***

**Rounded down to ensure compliance with 20% Administrative Cap*

Public Service Funding Recommendation

Federal CDBG regulations do not allow more than 15% of funds to be spent on Public Service Activities: $95,761.70 for Program Year 2022. Because there was an excess of Public Service funds, staff is recommending that after fully funding the requests of Homeless Youth Connection and Threaded Together for CDBG public service projects, the remaining funds are recommended for allocation to Flagstaff Shelter Services for The Crown: Housing as Healthcare Operations project. Staff will be before Council on May 3rd with recommendations for the use of ARPA Recovery Funds.

Below are the funding recommendations for the Public Service Category:

Public Service Activities	**Proposal/Project**	**Request**	**Staff Recommendation**	**Ranking**
Homeless Youth Connection	Empowering Youth for the Future Host Family Program	$30,000.00	$30,000.00	172
Threaded Together	Sewing and Textile Employment Pathway (STEP) Program Expansion	$39,826.00	$39,826.00	171
Flagstaff Shelter Services	The Crown: Housing as Healthcare Operation of Non-congregate Shelter	$300,000.00	$25,174.00	170
Total Public Service Allocation		**$95,000.00***		

**Rounded down to ensure compliance with 15% Public Services Cap*

Housing Activity Funding Recommendation

After the above recommended allocations are accounted for, there is $620,411.32 in CDBG funds available for Housing Activities.

Below are the funding recommendations for the Housing Category:

Housing Activities	Proposal/Project	Request	Staff Recommendation	Ranking
Flagstaff Shelter Services	The Crown: Hotel to Housing Renovation	$250,000.00	$250,000.00	161
City of Flagstaff	Murdoch Neighborhood Park Improvements	$370,411.32	$370,411.32	Internal
Total Housing Activity Allocation		**$620,411.32**		

Community Benefits and Considerations:

The below chart compares each project's intended impact and the number of beneficiaries with the goals outlined in the 2021-2025 Consolidated Plan to demonstrate the Community Benefit of the CDBG funding recommendations.

The chart below details the 2022 CDBG funding and allocation recommendations:

2022 CDBG Funding Allocation Recommendations			
Housing and Public Service Activities	**Staff Recommended Funding**	**Individuals/ Households Served**	**Consolidated Plan 5-Year Goal**
Flagstaff Shelter Services The Crown: Hotel to Housing Renovation	$250,000.00	56 units (12 family units)	100 individuals 15 beds/units
City of Flagstaff Murdoch Neighborhood Park Improvements	$370,411.32	1,257 LMI HH	3,000 HH
Homeless Youth Connection Empowering Youth for the Future Host Family Program	$30,000.00	60 youth experiencing homelessness	1,500 individuals

Threaded Together Sewing and Textile Employment Pathway (STEP) Program Expansion	$39,826.00	6 LMI individuals	15 LMI individuals
Flagstaff Shelter Services The Crown: Housing as Healthcare Operation of Non-congregate Shelter	$25,174.00	600 individuals	1,500 individuals

Total Housing & Public Service Activities	**$715,411.32**
Total Administration (20% Cap)	**$127,000.00**
Total City of Flagstaff 2022 CDBG Allocation	**$842,411.32**
Total Individuals/ Households Proposed Served in 2022	**1,100 households 666 individuals**

If funded as detailed in the chart above, these recommendations would create 56 units of transitional, emergency shelter, including 12 units exclusively for families, provide a publicly accessible park for the low and moderate income residents of the Southside neighborhood, serve 60 youth and an additional 600 individuals experiencing homelessness and provide 6 individuals with workforce job training in the 2022 program year.

Community Involvement:

Public process requirements for the Annual Action Plan offer extensive community involvement and collaboration ranging from public meetings and public comment periods to a ranking committee and are outlined in the Council adopted CDBG Citizen Participation Plan

In preparing the Annual Action Plan, the City encouraged public input by contacting public and private agencies that provide housing or human services, neighborhood organizations and citizens. The City held three meetings to solicit public input on the past year's project performance and recommendations for new project allocations for the upcoming program year. Public meetings included:

1. Discussion of the amount of CDBG funds expected to be available including program income and prior year's funds not yet allocated to project use;
2. The full range of HUD activities that may be undertaken with the funding being discussed;
3. The amount of resources that will be directed to low- and moderate-income households; and
4. The uses of funds in the prior year

Public Participation

Public Hearings: Neighborhood/Target Area

First Flagstaff Neighborhoods Meeting – June 24, 2021

Second Target Neighborhood Specific Meeting - January 8, 2022

1. Discussed purpose and content of Consolidated/Annual Action Plan
2. Received public comment regarding community needs and priorities
3. Discussion of the type and amount of Federal funds anticipated to be available and eligible activities
4. Discussion with City of Flagstaff Capital Improvement, Planning, or Parks and Rec departments as applicable regarding upcoming City projects in target area.

Public Hearings: Annual Action Plan Agenda

First Public Meeting – January 13th, 2022

- Display advertisement (December 16th & 30th, 2021 – AZ Daily Sun)
- Meeting to discuss the CDBG proposal process and the Annual Action Plan

1. Discussed purpose and content of Annual Action Plan
2. Received public comment regarding community needs and priorities
3. Discussion of the type and amount of Federal funds anticipated to be available and eligible activities
4. Discussion of the City's CDBG open proposal process (proposals are due in February) and dissemination of proposal packets

Public Hearing: Public Comment on Annual Action Plan Agenda

Second Public Meeting February 24th, 2022

- Display advertisement (February 8th & 15th, 2022 – AZ Daily Sun)
- Meeting to review the submitted proposals and allowed public comment in preparation for making funding recommendations to City Council

1. Presentation by City staff of activities proposed to be undertaken and funded
2. Open discussion of the proposed activities
3. Discussion of estimate of the low income benefit related to proposed activities
4. Discussion of displacement issues and City anti-displacement policy
5. Presentation by staff of draft Annual Action Plan

Open Grant Process

- NoFA (Notice of Funding Available) Released
- Proposal dues to the City of Flagstaff February 22nd, 2022
- Proposal Ranking Committee with Citizen Participation and Staff on March 10, 2022

Public Comment Period for Draft documents posted on City of Flagstaff Housing Section Website: Annual Action Plan - March 1 – April 1, 2022

- Display advertisement (December 16th & 30th, 2021 – AZ Daily Sun)
- Display advertisement (February 8th & 15th, 2022 – AZ Daily Sun)

April City Council Public Hearing-30 days after draft publication date Agenda

- Presentation by City staff of Annual Action Plan and recommendations for funding
- Open public hearing regarding activities proposed to be undertaken
- Approval by City Council

City Council Work Session – April 12th, 2022

- Presentation and Discussion with City Council regarding 2022 Annual Action Plan – requesting Council input and direction
- Comments may be submitted by mail or email, or citizens could provide public comment at the meeting

City Council Meeting – April 19th, 2022

- Consideration and Approval of Resolutions No. 2022-16 and authorizing the submission of the Annual Action Plan to HUD.

With efforts to attract a diverse group of social service agencies, emails were distributed to all members of Coconino County's Continuum of Care (300 members). Additionally, agencies that had previously requested information and/or had been involved in the CDBG proposal process in prior years received personal invitations. The proposal format was provided at the first public meeting and placed on the City website with a submission deadline of February 22nd, 2022.

Expanded Options and Alternatives:

1. Approve Resolution No. 2022-16 and authorize the submission of the 2022 Annual Action Plan to HUD.
2. Modify any or all of the Resolution No. 2022-16.
3. Not approve Resolution No. 2022-16.

Attachments: Res. 2022-16
April 12 CDBG Presentation
2022 CDBG Annual Action Plan DRAFT
2022 CDBG Proposal Book

RESOLUTION NO. 2022-16

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING THE CITY OF FLAGSTAFF COMMUNITY DEVELOPMENT BLOCK GRANT 2022 ANNUAL ACTION PLAN AND AUTHORIZING ITS SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

RECITALS:

WHEREAS, the Flagstaff City Council is committed to the welfare of its low and moderate income residents; and

WHEREAS, the Flagstaff City Council is committed to meeting the national objectives of the United States Department of Housing and Urban Development ("HUD") to: (1) benefit low and moderate income persons, (2) address slum and blight conditions, and (3) meet an urgent community need; and

WHEREAS, the City of Flagstaff has been designated as a Community Development Block Grant ("CDBG") Entitlement Community by HUD; and

WHEREAS, preparation of the Annual Action Plan is a federal requirement in order for local entitlement jurisdictions to continue to receive CDBG and other HUD grant funding; and

WHEREAS, the City of Flagstaff has prepared a 2022 Annual Action Plan in order to meet the federal requirement; and

WHEREAS, the Flagstaff City Council has reviewed and approved the 2022 Annual Action Plan.

ENACTMENTS:

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

SECTION 1. That the submission of 2022 Annual Action Plan be hereby authorized to reflect the following use of the 2022 CDBG funds, program income, and the reallocation of CDBG funds from previous program years:

2022 Estimated Funds for Allocation

Total Estimated 2022 Entitlement Award		$565,000.00
Program Income (PI) and re-allocated funds		$277,411.00
Program Income	*$264,000.00*	
Flagstaff Family Food Center 2019	*$3,411.32*	
Catholic Charities CDBG-CV2	*$10,000.00*	
Total Estimated Available		**$842,411.32**

2022 CDBG ENTITLEMENT FUNDS ALLOCATION

Administration and Planning		**$127,000.00**
Grant Compliance and Administration	*$68,963.00*	
Estimated City Indirect Rate of 10%	*$58,037.00*	
Housing and Economic Development Activities		**$620,411.32**
Flagstaff Shelter Services *The Crown: Hotel to Housing Renovation*	*$250,000.00*	
City of Flagstaff - Murdoch *Neighborhood Park Improvements*	*$370,411.32*	
Public Service Activities		**$95,000.00**
Homeless Youth Connections *Empowering Youth for the Future*	*$30,000.00*	
Threaded Together *Sewing and Textile Employment Pathway*	*$39,826.00*	
Flagstaff Shelter Services *The Crown: Housing as Healthcare*	*$25,174.00*	
Total City of Flagstaff Fund Request		**$842,411.32**

SECTION 2. Once funding allocations are release, should the City of Flagstaff receive notice of either a larger than estimated CDBG allocation and/or a post allocation adjustment to the CDGB allocation, each awarded project would receive an allocation increase by an equal percentage.

Alternatively, if the City of Flagstaff's entitlement is less than estimated or decreases, each awarded project would decrease by an equal percentage.

SECTION 3. That the Housing Section be authorized to submit this resolution and Annual Action Plan to HUD.

SECTION 4. That the City Manager be authorized to execute agreements for the allocations with the parties and in the amounts authorized by Council in this Resolution and that the Mayor and/or the City Manager be authorized to execute all associated certifications and grant acceptances.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 19th day of April, 2022.

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

City of Flagstaff

Community Development Block Grant

Program Year 2022

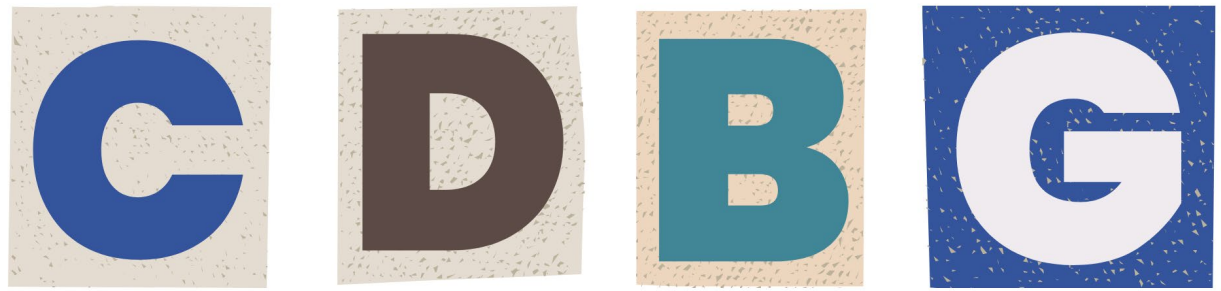
Annual Action Plan

April 12, 2022

Kristine Pavlik, Housing & Grants Administrator

Purpose & Agenda

- Brief CDBG Recap
- 2022 Annual Action Plan Process
- Proposals Received
- Allocation Recommendations
- Discussion & Direction





CDBG Overview

What is the Community Development Block Grant?

- Federal grant program administered by HUD
- Created in 1974 to provide funding for housing & community development activities
- Serves primarily low to moderate income households

Why does the City of Flagstaff receive CDBG $$$?

- Metropolitan city with a population of 50,000+
- Entitlement Community
- Annual Allocation based on a formula set by HUD

CDBG Overview

CDBG Primary Objective

The development of viable urban communities through the provision of the following, principally for low- and moderate-income persons:

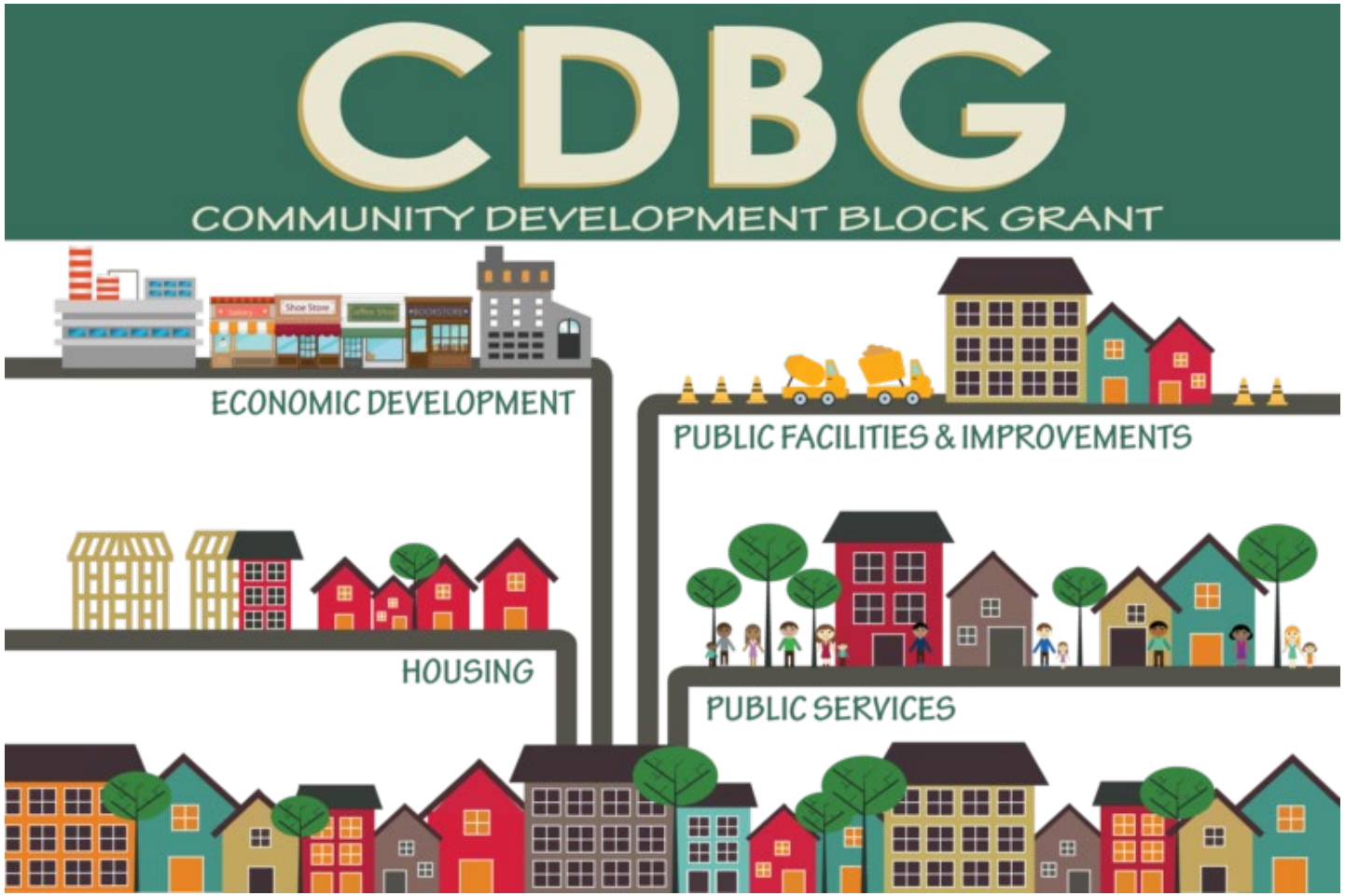
- Decent Housing
- A suitable living environment
- Economic opportunity

How can the City spend CDBG dollars?

As the City Council determines based on:

- Priorities and needs identified in the Consolidated Plan
- The Primary Objective
- One or more of the National Objectives

CDBG Overview



National Objectives

To be eligible, an activity must qualify as one of the following:

- Limited Clientele
- Housing Activity
- Area Benefit
- Job Creation or Retention Activities (Economic Development)

CDBG Overview



Criteria for use of CDBG Funds

- At least **70%** of the CDBG funds **must** benefit low to moderate income persons over the program year (July 1 to June 30)

- Historically, Flagstaff serves **100%** low to moderate income persons with CDBG funding

CDBG Overview

How does the City access the funds?

- **Annual Action Plan - "What are we are going to do?"**

  Outlines yearly funding allocations – Due every May

- **Consolidated Annual Performance Evaluation Report (CAPER) - "What did we do?"**

  Summary of outcomes for prior year allocations - Due every September

- **Consolidated Plan – "How should we choose what to do?"**

  Assessment of housing & community development needs – Due every 5 years

- **Analysis of Impediments to Fair Housing choice - "City of Flagstaff Fair Housing Plan"**

  Analysis and City goals for Fair Housing – Due every 5 years

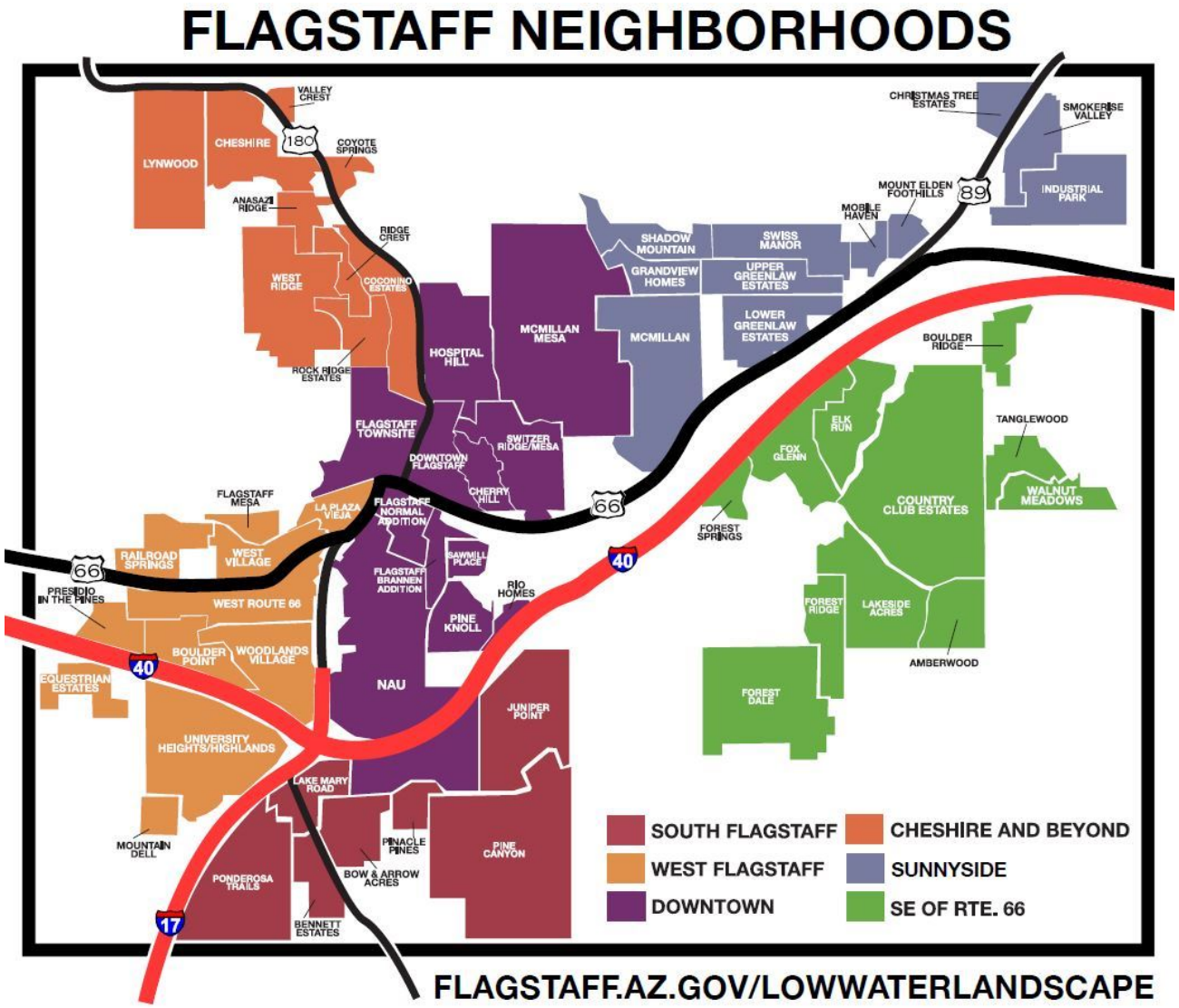
- **Substantial Amendments to Annual Action Plan – "What do we need to change?"**

  To accommodate changes and additional funding, as needed only

CDBG Overview

The City may designate target areas for CDBG projects in the Consolidated Plan. These target areas encompass many of the areas of low-income and minority concentration:

- **La Plaza Vieja**
  Census Tract 11.02, Block Groups 1 & 3.
- **Sunnyside**
  Census Tract 3, Block Groups 2, 3, & 4.
- **Southside**
  Census Tract 8, Block Group 1.
- **Pine Knoll**
  Census Tract 8, Block Group 2.



Council / Staff Responsibilities

Council CDBG Priorities

(established Dec 2020)

- Provide affordable housing (rental and ownership)
- Address Homelessness
- Support Neighborhood Revitalization
- Workforce Development

City Staff Responsibilities

- Conduct proposal process
- Determine activity eligibility
- Assess activity viability
- Conduct agency risk assessment
- Provide recommendations to the City Council

Risk Assessments

Housing Staff Considers

- Objectives & Council's Priorities
- Number Served & Area Benefit
- Community Need & Collaboration
- Budget, Leverage & Cost Effectiveness
- Organizational /Federal grant Experience
- Financial Capacity & Rate of Expenditure
- Budget Analysis & Sufficient Leverage
- Duplication of Benefits/Supplanting



The City of Flagstaff is the Responsible Entity to the HUD!

2022 Annual Action Plan Process

Public Outreach and Participation

- **A League of Neighborhoods (ALN)**
  June 24, 2021 & January 8, 2022
- **CDBG 101 and Application Overview**
  January 13, 2022
- **Review of applications**
  February 24, 2022
- **City Council Meetings**
  April 12 and 19, 2022



2022 Annual Action Plan Process

Timeline

- **NOFA (Notice of Funding Available)**
  - Released January 13, 2022
- **Applications due February 22 at 5pm**
  - Online and paper
- **Ranking Committee met March 10, 2022**
  - 3 Staff, 1 Housing Commission, 1 ALN, 2 Community Members
- **DRAFT Annual Action Plan Posted Online**
  - Public Comment Period: March 1, 2022 to April 1, 2022

American Rescue Plan Act

Coronavirus Local Fiscal Recovery Funds

- Congregate Care Services
  $400,000

  NOFA with CDBG 2022

- Housing Assistance Programs
  $1,900,000

  NOFA June 2022

- Aid to Victim Services Non-Profits
  $300,000

  NOFA October 2022

- **Emergency Congregate Care Allocations**
  - Flagstaff Shelter Services - $100,000.00
    Motel Room & Payroll Expenses
  - Northland Family Help Center - $75,873.43
    Payroll and COVID-19 HVAC Improvements

- **Remaining Congregate Care Funds**
  - $224,126.57 remaining after emergency allocations to FSS and NFHC
  - Included in 2022 CDBG NOFA
  - Council Meeting – May 3, 2022

2022 Annual Action Plan

City of Flagstaff 2022 CDBG Annual Action Plan NOFA

- 6 external proposals received
- 1 applicant withdrew application
- 5 proposals ranked
- 1 internal funding request received

Total Requested $990,237.32



2022 CDBG Funding Recommendations

Estimated 2022 Entitlement	$571,367.00
Program Income	*$264,000.00*
Reallocated Funds	*$13,411.32*
Total Available for Allocation	**$842,411.32**

2022 CDBG Funding Recommendations

Administration (20% Cap)		**$127,000.00***
Grant Compliance and Administration	*$68,963.00*	
Estimated City Indirect Rate (10%)	*$58,037.00*	
Public Service Activities (15% Cap)		**$95,000.00***
Housing Activities		**$620,411.32**
Total Available for Allocation		**$842,411.32**

**Rounded down to ensure compliance with administrative and public service activities caps*

2022 CDBG Requests Received

Agency	Project/Program	Request	Serving	Ranking
City of Flagstaff	Murdoch Neighborhood Park Improvements	$370,411.32	1,000+ LMI HH living in Southside	Internal
Flagstaff Shelter Services	The Crown: Hotel to Housing Renovation	$250,000.00	56 units (12 family units) emergency shelter 100 people/ year	161
Homeless Youth Connection	Empowering Youth for the Future Host Family Program	$30,000.00	60 youth/year 5 host family beds	172
Threaded Together	Sewing and Textile Employment Path (STEP) Expansion of Program	$39,826.00	6 LMI persons/ year	171
Flagstaff Shelter Services	The Crown: Housing as Healthcare Operation of Non-Congregate Shelter	$300,000.00	1200 persons/ year	170
	Total Requests Received	**$990,237.32**		

Housing Activity Recommendations

Agency	Project/Program	Request	Recommendation	Serving	Ranking
City of Flagstaff	Murdoch Neighborhood Park Improvements	$370,411.32	$370,411,.32	1,000+ LMI HH living in Southside	Internal
Flagstaff Shelter Services	The Crown: Hotel to Housing Renovation	$250,000.00	$250,000.00	56 units (12 family units) emergency shelter 100 people/ year	161

Total Recommended Allocation $620,411.32

Public Service Activity Recommendations

Agency	Project/Program	Request	Recommendation	Serving	Ranking
Homeless Youth Connection	Empowering Youth for the Future Host Family Program	$30,000.00	$30,000.00	60 youth/year 5 host family beds	172
Threaded Together	Sewing and Textile Employment Path (STEP) Expansion of Program	$39,826.00	$39,826.00	6 LMI persons/ year	171
Flagstaff Shelter Services	The Crown: Housing as Healthcare Operation of Non-Congregate Shelter	$300,000.00	$25,174.00	1200 persons/ year	170
Total Recommended Allocation			**$95,000.00**		

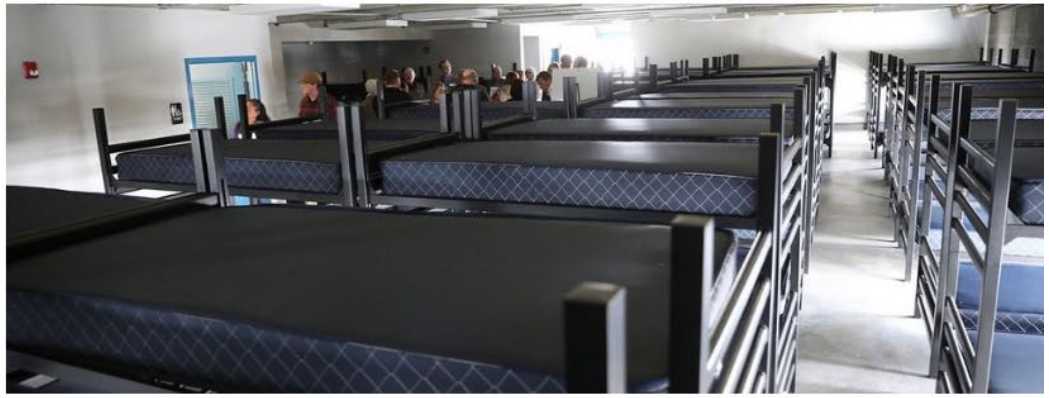


Next Steps & Questions









CITY OF FLAGSTAFF

Housing Flagstaff

EQUAL HOUSING OPPORTUNITY

2022 CDBG Allocation Recommendations

Agency	Project/Program	Recommendation	Serving
City of Flagstaff	Murdoch Neighborhood Park Improvements	$370,411.32	1,000+ LMI HH
Flagstaff Shelter Services	The Crown: Hotel to Housing Renovation	$250,000.00	56 units (12 family units)
Homeless Youth Connection	Empowering Youth for the Future Host Family Program	$30,000.00	60 youth/year
Threaded Together	Sewing and Textile Employment Path (STEP) Expansion of Program	$39,826.00	6 LMI persons/year
Flagstaff Shelter Services	The Crown: Housing as Healthcare Operation of Non-Congregate Shelter	$25,174.00	600 LCI persons/year
Total Housing and Public Service Activities		**$715,411.32**	
Administration including Indirect (20%)		**$127,000.00**	
Total 2022 CDBG Allocations		**$842,411.32**	

Kristine Pavlik

Housing &
Grants Administrator

City of Flagstaff

Kristine.Pavlik@flagstaffaz.gov

(928) 213-2749

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER









CITY OF FLAGSTAFF

Community Development Block Grant
2022 Annual Action Plan

Year 2 of the 2021-2025 Consolidated Plan
July 1, 2022 – June 30, 2023

Submitted to the U.S. Department of
Housing and Urban Development
May 15th, 2022

Mayor
Paul Deasy

Council
Vice-Mayor Becky Daggett
Councilmember Miranda Sweet
Councilmember Regina Salas
Councilmember Austin Aslan
Councilmember Adam Shimoni
Councilmember Jim McCarthy

City Manager
Greg Clifton

Community Development Director
Daniel Folke

Housing Director
Sarah Darr

OMB Control No: 2506-0117 (exp. 09/30/2021)

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Annual Action Plan (Action Plan) is submitted to the U.S. Department of Housing and Urban Development (HUD) on an annual basis and serves as the formal application for the use of Community Development Block Grant (CDBG) entitlement funds received by the City of Flagstaff.

The City of Flagstaff Annual Action Plan describes allocations for the Community Development Block Grant program for the coming year – Program Year 2022, the second year of the 2021-2025 Consolidated Plan. The Consolidated Plan guides the allocation of funds over the five year period and addresses the goals and priorities identified by the Community. New activities selected for funding were determined through a Notice of Funding Available and application process approved by the Flagstaff City Council.

2. Summarize the objectives and outcomes identified in the Plan

The Annual Action Plan defines the one-year activities in relationship to the five-year goals and objectives of the Consolidated Plan covering Program Years 2021-2025, submitted to HUD on May 15, 2021. The Annual Action Plan provides a brief description of the programs and projects of the City of Flagstaff in Program Year 2022-2023, as well as funding announcements for the CDBG program.

The City of Flagstaff's Five-Year Consolidated Plan for Program Years 2021-2025 outlines specific steps for the community as it works to meet the housing and community development needs of low-and moderate income and special needs households. As part of the consolidated planning process the City conducted a comprehensive housing and community development Needs Assessment and Market Analysis. With these assessments and additional community data along with public and stakeholder input collected the City identified four priority needs and established 11 activity goals for meeting these community needs in the five years covered by the Consolidate Plan.

Identified High Priority Needs and Activity Goals Established

- Support neighborhood revitalization and public facilities and infrastructure improvements especially in established target areas
- Support public services and economic opportunities for low-and moderate income persons
- Support services and projects addressing homelessness
- Support the development, accessibility, and preservation of decent affordable housing

The Community Development Block Grant program is provided through the US Department of Housing and Urban Development (HUD) Office of Community Planning and Development. Due to its size and composition, the City of Flagstaff is classified as an 'Entitlement community'. This means that Flagstaff does not apply for the CDBG program but is awarded CDBG funds at a level based on a HUD formula involving population and demographics. To receive CDBG funds, every five years the City must complete a Consolidated Plan and an Annual Action Plan, based on the

Consolidated Plan that details the uses of funds. Congress' primary objective for CDBG is to improve communities, principally for low and moderate-income persons by:

1. Providing Decent Housing,
2. Providing a Suitable Living Environment, and
3. Expanding Economic Opportunities.

3. Evaluation of past performance

In the context of limited CDBG and leverage funding, the City made significant progress towards investing in housing and public and supportive services for vulnerable populations. Throughout the last Program Year, the COVID-19 global pandemic led to more households desperately needing relief programs and the City and its partner agencies stepped in to provide a variety of services, many aimed to serve people at risk of or experiencing homelessness. Significant progress was also made towards providing economic opportunities and a large number of individuals benefitted from non-congregate shelter, homeless services outreach, homeless youth educational services and the development and expansion of permanent supportive housing.

Moderate progress towards increasing the availability and affordability of housing for owners and renters was also made due to few opportunities to invest in additional housing. The City continued to make progress towards strengthening coordination and delivery or resources, operating the Flagstaff Public Housing Authority and City Housing Sections in one department, and maintaining a high level of involvement with the Coconino County Continuum of Care and Flagstaff Front Door for Coordinated Entry.

Flagstaff is proud of prior year CDBG accomplishments and continues to utilize viable resources to improve the quality of life in the community. In all, approximately 12,579 individuals and an additional 59 households were beneficiaries of CDBG services during the 2020 Program Year. Emergency Rental Assistance programs prevented 44 low to moderate households facing eviction from entering into Flagstaff's homelessness system. Additionally, rehabilitation and expansion of units at Sharon Manor has provided transitional housing to 4 households experiencing homelessness and victims of domestic violence. The City of Flagstaff is proud to say that CDBG funds served 100% low to moderate income individuals.

The City strives to utilize CDBG funds in target neighborhoods; however, the actual distribution of funds to target areas depends on the number and type of proposals received. The target neighborhoods include Flagstaff’s historic settlements and are characterized by the widespread need for housing rehabilitation; dilapidated structures and under-utilized sites; as well as water and sewer line replacement. Neighborhood Infill programs, revitalization efforts, and planning processes are now being implemented in all target neighborhoods, as the market and funding allows. Last fiscal year, 22% of CDBG funding was expended in the target neighborhood of Sunnyside and 30% in La Plaza Vieja. This fiscal year, the city will expend 44% of CDBG funding in the Southside Target Neighborhood. The remaining 66% of CDBG funding will be utilized for hotel to housing renovations and public service projects offered citywide.

4. Summary of Citizen Participation Process and consultation process

The consultation and public participation process for the development of this year's Annual Action Plan consisted of four public meetings and one-on-one technical assistance with multiple interested agencies. The draft Annual Action Plan was made available for public comment from March 1, 2022, to April 1, 2022. The funding allocations in this plan were brought to the City Council during a public meeting held on April 12, 2022 and were approved by City Council on April 19, 2022.

A draft of the Annual Action Plan was available on-line at the City's website for a 30-day comment period beginning March 1, 2022 and ending April 1, 2022. A virtual public hearing was held on April 12, 2022 with City Council to recommended activity allocations for the Program Year 2022 Entitlement. The public and stakeholders were encouraged to attend and offer comments or to submit written comments directly to Council. At the City Council Meeting held April 19, 2022 final decisions on the funding allocations for selected proposals were received and approved by Council.

Notice of public meetings was published at one week prior to each meeting in the Arizona Daily Sun, a newspaper of general circulation and to members of the local Continuum of Care. The Continuum of Care has developed an extensive mailing and email list that includes over 300 people who represent organizations that serve homeless and at-risk households, mainstream service and housing agencies, community development organizations, civic leaders, etc. This list is used to regularly inform these agencies of planning efforts, funding opportunities, changes in policy and practice or any other information that agencies may find useful. Notifications were also published on the City of Flagstaff Housing social media and web pages.

Emails and notices provided information about the topic of the forum or meeting, location, and how comments could be submitted if the person(s) was unable to attend. The forums and meetings were held in handicapped accessible locations. Accommodations for those with hearing and special language needs were made on an as needed basis when at least twenty-four-hour notice was provided to the City.

In 2019, City Council added a new chapter to the Flagstaff City Code, creating a Housing Commission. The Housing Commission consists of thirteen citizens, with twelve members appointed by the City Council and one representative from the Flagstaff Housing Authority Board of Commissioners. It serves as an advisory board to City Council; makes recommendations with respect to housing policies, needs, and programs in Flagstaff; and furnishes the Council with information through the Housing Director. The Commission holds monthly public meetings and provides an avenue for the community and stakeholders to communicate with the Commission and City staff. A representative member of the Housing Commission took part in the official ranking of applications for the 2022 program year.

With the 2021 Consolidated Plan, the City added additional public participation to its Citizen Participation Plan. This includes two meetings with target neighborhoods residents in partnership with A League of Neighborhoods (including Southside Community Association, La Plaza Vieja Neighborhood Association and Sunnyside Neighborhood Association).

In June 2021, A League of Neighborhoods (ALN) and City staff from Housing, Capital Improvements, Transportation, Code Enforcement, Planning, and Parks and Recreation held an open house for residents from target neighborhoods to provide an overview of the CDBG program, the 5 year Capital Improvement Plan and the internal process for identifying projects in target areas that may be eligible to be funded with CDBG dollars. The residents and neighborhood association members provided a wealth of feedback regarding area needs and priorities. Applicable City Commissions will be

encouraged to attend. As part of the Annual Action Plan process, City staff also hosted a meeting for target neighborhood residents in January 2022 to discuss projects proposed by the City for potential CDBG funding for the upcoming program year.

5. Summary of public comments

A summary of comments received……

6. Summary of comments or views not accepted and the reasons for not accepting them

All public comments were accepted.

7. Summary

The City of Flagstaff conducted public outreach and accepted applications and public comment related to funding recommendations/allocations that meet the priority needs and established 5-year goals and objectives in following priority areas - 1) neighborhood revitalization, public facilities, and infrastructure, 2) public services and economic opportunities, 3) addressing homelessness, and 4) decent affordable housing.

The table below summarizes planned CDBG activities and the priority level and 5-year numeric goal for each. Activities that might be targeted to special populations are indicated. The table is designed to meet HUD requirements.

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		5-year Consolidated Plan Goals				
Activity		**Special Population**	**Request**	**Priority Level**	**1 Year Goal**	**5-year Goal**
<u>Priority Need:</u> Neighborhood Revitalization, Public Facilities & Infrastructure						
Neighborhood Facility and Infrastructure Improvements - *Includes Parks/ Playgrounds/ Streets/ Water Sewer Lines/ Energy Efficiency/ Broadband Infrastructure/ Etc.*				High		3,000 people
Public Facilities - *Includes Acquisition/ Construction/ Reconstruction/ Rehab/ Installation/ Improvements/ Etc.*		**X**		High		100 people
Acquisition for Affordable Housing Development - *Land/ Real Property*				Low		3 units
<u>Priority Need:</u> Public Services & Economic Opportunities						
Services to Meet Basic Needs - *Includes Childcare/ Senior Services/ Services for Disabled Individuals/ Mental Health/ Counseling/ Substance Abuse/ Etc.*		**X**		High		300 people
Workforce Development - *Includes Employment/ Job Training/ Business mentorship/ support/ assistance*		**X**		Low		15 people
Housing Stabilization - *Includes Rental Assistance/ Eviction and Foreclosure Prevention/ Legal Services/ Housing Counseling/ Etc.*				High		50 households
<u>Priority Need:</u> Addressing Homelessness						
Service and Facility Operating Support - *Includes Outreach/*		**X**		High		1,500 people

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Shelter Managers / Case Managers/ Coordinated Entry/ Etc.					
Increase Shelter Beds/Units - *Includes Emergency / Transitional Shelter/ Permanent Supportive Housing/ Etc.*	**X**		High		15 beds/units
<u>Priority Need:</u> Decent Affordable Housing – Owner & Renter					
Housing Rehabilitation - *Grants or Deferred Loan for Rehabilitation Costs*	**X**		High		20 units
Housing Development - *Includes Acquisition/ Demolition/ Preconstruction Costs/ Infrastructure*	**X**		High		3 units
Housing Assistance - *Includes Financial Assistance for Down-payment, Deposits/ Closing Costs*			High		50 households

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PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	FLAGSTAFF	City of Flagstaff Housing Section

Table 1 – Responsible Agencies

Narrative (optional)

The City's Housing Section is the HUD "lead agency" for the CDBG Consolidated Plan and Annual Action Plan. The Housing Section is part of the City's Community Development Division. In addition to Housing, the Community Development Division includes the Planning and Development services sections.

The Housing Section works to address the shortage of affordable housing with a number of programs and tools. In addition to administration of the CDBG program, the Housing Section performs four primary functions.

1. Research and Planning. Key to this focus area is the identification and maintenance of data pertinent to housing in Flagstaff and nationally, the creation and implementation of plans, the location and review of best practices and additional tools being used in other communities, and project specific planning.

2. Policy. The development and subsequent implementation of policy initiatives is critical to the success of the City of Flagstaff's overall housing and economic development goals. In general, policy development and implementation are designed to enhance City program effectiveness, identify gaps or underserved groups, and enhance the private sector's ability to provide market based solutions.

3. Housing Programs and Development. This focus area encompasses programmatic areas, as well as the implementation of previous planning efforts, resulting in the creation of housing opportunities.

4. The Flagstaff Housing Authority owns and manages 265 units of low-income public housing, administers 333 Section 8 Housing Choice Vouchers, 106 VASH Vouchers for Veterans, 40 Mainstream vouchers for households with a disabled adult, 20 Emergency Housing Vouchers and several Foster Youth Initiative (FYI) Vouchers for youth aging out of the State foster care system. The Housing Authority also manages Clark Homes, a Section 8 new construction

development with 80 units of low-income housing and provides twelve Section 8 Certificates for the seriously mentally ill, in partnership with the Guidance Center.

Consolidated Plan Public Contact Information

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The City of Flagstaff DUNS Number is 08-830-2625

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

In developing the 2022 Annual Action Plan, the City consulted with agencies providing services related to housing, social services, elderly persons, disabled persons, persons with HIV/AIDS, children experiencing neglect, and individuals and families impacted by homelessness.

A draft of the Consolidated Plan was made available on-line at the City's website starting March 1, 2022. A public hearing was held on April 12, 2022 with City Council. The public and stakeholders were encouraged to attend and offer comments or to submit written comments.

Additional consultation took place with the Coconino County Continuum of Care, a group of organizations providing services to homeless individuals and families as well as with resident of CDBG identified target neighborhoods through two outreach meetings held in June 2021 and January 2022.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City has developed an extensive mailing and email list that includes over 150 people that represent organizations that serve homeless and at-risk households, mainstream service and housing agencies, community development organizations, civic leaders, etc. This list is used to regularly inform these agencies of planning efforts, funding opportunities, changes in policy and practice or any other information that agencies may find useful.

In developing the 2020 Annual Action Plan, the City consulted with agencies providing services related to housing, social services, elderly persons, disabled persons, persons with HIV/AIDS, children experiencing neglect, and individuals and families impacted by homelessness. Agencies participating in the Annual Action Plan public meeting were:

1. Catholic Charities of Northern Arizona

2. Coconino County Health and Human Services

3. City of Flagstaff

4. Southwest Behavioral Health Services

5. Flagstaff Shelter Services

6. The Guidance Center

7. Housing Solutions of Northern Arizona

8. Building Community Flagstaff

9. Salvation Army

10. Threaded Together

11. Health Choice Integrated Care

12. DNA People's Legal

13. Habitat for Humanity

14. Flagstaff Family Food Center

15. Chicanos Por La Casa

The City Housing Section works with coordinated entry, various agencies, committees along with City and County departments to coordinate resource delivery to eligible households. The City supports developers, when appropriate, that are seeking funding for Low Income Housing Tax Credits and provides support to other projects that will serve Flagstaff's low and moderate-income households.

Activities that serve a special population, including homeless populations, and projects located in target neighborhoods received additional points in the ranking process. The City also gives points to activities that evidence community collaborations including leverage, staffing partnerships, other formal agreements, and letters of support.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City participates with the Coconino County Continuum of Care (managed by the Arizona Department of Housing), including working groups, sub-committees and advisory groups around specific homeless and at risk-populations. These meetings bring together shelter providers, prevention providers, housing providers and agencies that deliver prevention, rapid re-housing, emergency and transitional shelter services and permanent supportive housing opportunities. City of Flagstaff staff participate on the Executive Committee.

The City has participated on the Point-In-Time (PIT) steering committee for the seven years and worked with Northern Arizona University to assist in developing the survey instrument for the Balance of State Continuum of Care. In addition, City Staff leads the Flagstaff Project Homeless Connect steering committee and the System Design Steering committee.

City staff has been instrumental in the creation of Front Door Coordinated Entry. The System Design Steering committee has created a single point of entry for coordinated assessment in the Flagstaff area, known as Front Door. Since January 2017, accessing housing and services has been dramatically simplified for those in crisis. When members of the community identify themselves to be in a housing crisis, they can access community services by entering the Front Door Program.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Flagstaff is not an ESG grantee.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

1	**Agency/Group/Organization**	CATHOLIC CHARITIES OF NORTHERN ARIZONA
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Catholic Charities of Northern Arizona continued to monitor the needs of Northern Arizona communities and responded by providing life-changing services that protect and nurture children, help strengthen families and assist individuals in crisis. Catholic Charities delivers services in foster care, adoption and pregnancy counseling, North Star youth development and Westside Head Start early education. Over the years in response to community needs, Catholic Charities has grown to serve veterans and their families, sex-trafficked survivors, victims of domestic abuse, refugees and those experiencing homelessness. Catholic Charities of Northern Arizona is also a key partner of the Front Door of Coconino County.

2	**Agency/Group/Organization**	Coconino County Health and Human Services
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Health Services-Education Services-Employment Health Agency Other government - County Major Employer
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Coconino County Community Services Department (CCCSD) is the largest provider of emergency services in the community, specifically eviction/foreclosure prevention and move in assistance; it is the number one referral agency in both the County and the City of Flagstaff. Coconino County Health and Human Services is the recognized Community Action Agency for the County and covers a service area of 18,000 square miles. CCHHS has successfully administered an eviction and foreclosure prevention program for the last thirty-six (36) years. The agency was consulted through public meetings, the public comment period and one on one technical assistance.

3	**Agency/Group/Organization**	CITY OF FLAGSTAFF
	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing Other government - Local Major Employer
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Economic Development Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City will continue to utilize CDBG funds in target neighborhoods. These programs serve low to moderate income residents of target neighborhoods. The programs improve infrastructure and revitalize low income neighborhoods
4	**Agency/Group/Organization**	SOUTHWEST BEHAVIORAL HEALTH SERVICES, INC.
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Persons with Disabilities Services-homeless Services-Health

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	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Southwest Behavioral & Health Services offers an array of programs to meet the unique needs of the communities we serve. These include outpatient mental health treatment and psychiatric services including medication monitoring; assistance for persons with addictions; intensive inpatient care for persons in crisis; residential housing, in-home and supported housing services; prevention services, community outreach and school-based counseling; services throughout the lifespan for members with Autism Spectrum Disorder (ASD); and four opioid replacement clinics throughout the state that are working tirelessly to save lives and help alleviate the statewide crisis. SB&H also offers permanent supportive housing funding for seriously mentally ill clients. The agency was consulted through public meetings, the public comment period and one on one technical assistance.
5	**Agency/Group/Organization**	Flagstaff Shelter Services
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Flagstaff Shelter Services offers homeless individuals shelter and supportive services and is focused on chronically homeless individuals, many of whom have serious psychiatric or substance abuse issues. Flagstaff Shelter Services provides all individuals experiencing homelessness with coordinated entry know as Flagstaff's Front Door. The agency was consulted through public meetings, the public comment period and one on one technical assistance.
6	**Agency/Group/Organization**	The Guidance Center
	Agency/Group/Organization Type	Housing Services-Health Health Agency

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	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Guidance Center (TGC) is a not-for-profit Community Mental Health Center with locations serving Flagstaff. TGC provides a full range of services, which include everything from general mental health counseling for everyday stressors, to our inpatient psychiatric hospital for acute psychiatric emergencies. TGC is committed to creating healthy individuals, families, and communities. The agency was consulted through public meetings, the public comment period and one on one technical assistance.
7	**Agency/Group/Organization**	Housing Solutions of Northern Arizona
	Agency/Group/Organization Type	Housing Services - Housing Services-Victims of Domestic Violence Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Housing Solutions of Northern Arizona (HSNA) is a nonprofit housing organization, founded as the Affordable Housing Coalition in 1990 through the grassroots efforts of local citizens concerned about the lack of affordable housing in the Flagstaff community. HSNA expanded from an advocacy organization to one that focuses on programs designed to help residents identify and maintain safe, decent, and affordable housing. The agency's mission is "building opportunities for sustainable, affordable housing in northern Arizona." The agency was consulted through public meetings, the public comment period and one on one technical assistance.

8	**Agency/Group/Organization**	Building Community Flagstaff
	Agency/Group/Organization Type	Consultant for Nonprofits

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	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Building Community Flagstaff's mission is to develop reciprocal relationships and communication systems among staff, organizations, and populations served to optimize organizational development, service alignment, and community development. The organization's vision is to develop efficient, effective, and comprehensive social service networks. The agency was consulted through public meetings and the public comment period.
9	**Agency/Group/Organization**	SALVATION ARMY
	Agency/Group/Organization Type	Services-Children Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Veterans Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Salvation Army is an evangelical organization working to meet basic human needs in the community. The agency was consulted through public meetings and the public comment period.
10	**Agency/Group/Organization**	Threaded Together
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-Education Services-Employment Services - Victims

	What section of the Plan was addressed by Consultation?	Economic Development

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Threaded Together is a nonprofit organization devoted to inspiring creativity and connection through textile arts programs that empower participants, enrich community, and offer employment pathways for women and vulnerable populations. The agency was consulted through public meetings, the public comment period and one on one technical assistance.
11	**Agency/Group/Organization**	Health Choice Integrated Care
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Health Health Agency Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Health Choice Integrated Care is the Northern Arizona Accountable Care Organization and provides an integrated approach to health and wellness for patients. The agency was consulted through public meetings, the public comment period and one on one technical assistance.

12	**Agency/Group/Organization**	Desert Seeds / Semillas del Desierto
	Agency/Group/Organization Type	Services -Gardening
	What section of the Plan was addressed by Consultation?	Public Services

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency attended public meetings.
13	**Agency/Group/Organization**	Habitat for Humanity of Flagstaff
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Habitat for Humanity believes that every man, woman, and child should have a decent, safe, and affordable place to live. The organization builds and repairs houses all over the world using volunteers and donations. Partner families purchase these houses through no-profit, no-interest mortgage loans and other innovative financing methods. The agency was consulted through public meetings, the public comment period and one on one technical assistance.
14	**Agency/Group/Organization**	Flagstaff Family Food Center
	Agency/Group/Organization Type	Services-homeless Services-Health Services-Education
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Serving hope to Flagstaff families by providing hunger relief and children's literacy programs. The agency was consulted through public meetings, the public comment period and one on one technical assistance.
15	**Agency/Group/Organization**	CHICANOS POR LA CAUSA

Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Health Services-Education
What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Chicanos Por La Causa (CPLC) programs work to help individuals and families achieve self-sufficiency by providing accessible healthcare; affordable housing; a quality education; access to meaningful work; and political representation. xzThe agency was consulted the public comment period and one on one technical assistance.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

All major agencies providing a full range of public services in and around the Town of Gilbert were contacted to request comments. No specific agency or agency type was excluded. service, housing, and health agencies; other government agencies; planning organizations; and business and civic leaders. All agencies are offered the opportunity to have input into the Consolidated Plan and Action Plan through stakeholder meetings, public meetings, e-mail, and written input. No specific agency types were identified as not consulted.

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Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Coconino County Continuum of Care	Arizona Department of Housing	The City's Consolidated Plan identifies addressing homelessness as a priority need.
City of Flagstaff	10 Year Housing Plan	The City's Consolidated Plan and this Plan define the City's housing related needs and policy goals for overcoming barriers to affordable housing.
Coconino County Action Alliance	Coconino County Health and Human Services	The City's Consolidated Plan priority needs all overlap with the goals of the County Action Alliance
Housing Attainability Study	Housing Solutions of Northern Arizona	The City's Consolidated Plan and this study provide a thorough assessment of housing needs in Flagstaff
Community Needs Assessment 2020	Coconino County Health and Human Services	The City's Consolidated Plan and this assessment both work to identify community needs

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City Housing Section works with Coconino County and various City and County departments to coordinate resource delivery to eligible households. The City works with the State's homeless and special needs staff and the local Continuum of Care to support as many targeted activities as CDBG funding will allow. The City supports developers, when appropriate, that are seeking funding for LIHTC and other projects that will serve Flagstaff's low and moderate income households. The City participates with the Coconino County Continuum of Care (managed by the Arizona Department of Housing), including working groups, sub-committees, and advisory groups around specific homeless and at risk-populations. These meetings bring together shelter providers, prevention providers, housing providers and agencies that deliver prevention, rapid re-housing, emergency, and transitional shelter services, as well as permanent supportive housing opportunities. Flagstaff City staff participate on the Executive Committee. City staff also lead the Point-in-Time steering committee, the Homeless Connect steering committee and sit on the systems design steering committee.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City of Flagstaff makes funding allocations based on community priorities and input. Priorities are determined by City Council and through input provided by the public, both in the planning and application processes.

Investments are allocated based on City Council's determination. Proposals for eligible activities are solicited through a formal Request for Proposals (RFP) process, which is open to qualified external organizations and City sponsored projects. Submitted proposals are evaluated and ranked, and a summary of the evaluation is presented to City Council for its review and consideration in making final funding decisions. A review committee consisting of City staff and external members determines a score for each proposal and makes recommendations to City Council based on the following priorities:

1. City Council annual CDBG priorities, 5-year Consolidated Plan and eligible CDBG funding. The need for funds and the demand for the project are demonstrated; Geographic areas designated as target neighborhoods due to a disproportionate concentration of low income and minority populations; Projects that meet the previous criteria and address the Primary, National and Consolidated Plan Objectives of the CDBG program; and Projects that demonstrate the capacity to provide timely, compliant, and sustainable benefits to the community.

Activities that will serve a special population, including homeless populations, and projects located in target neighborhoods receive additional points in the ranking process. The City also gives points to activities that evidence community collaborations including leverage, staffing partnerships, other formal agreements, and letters of support.

The consultation and public participation process for the development of this year's Annual Action Plan consisted of three public meetings, a request for proposal process, and an invitation for written comment. Forums and meetings were conducted to solicit information on housing and community development needs and to elicit public comment on planned activities. The draft Annual Action Plan was made available for public comment from March 1, 2022 to April 1, 2022.

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	40+ residents, Councilmembers and City Staff	Comments and feedback received from neighborhood residents regarding crime, code violations, housing, etc.	All comments were accepted.	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Public Meeting	Non-targeted/broad community	20+ Residents, Council and Staff	Comments and feedback received from neighborhood residents regarding crime, code violations, housing, etc.	N/A	
7	Public Hearing	Non-targeted/broad community	15 Non-profit representatives	No Comments Received	N/A	
8	Public Hearing	Non-targeted/broad community	No one attended this meeting	No Comments Received	N/A	
8	Internet Outreach	Nontargeted /broad community	Emails were sent to over 300 member of Coconino County's Continuum of Care informing agencies of important dates for the 2022 Community Development Block Grant Schedule, public comment period and deadlines.	No Comments Received	N/A	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
9	Newspaper Ad	Persons with disabilities Nontargeted /broad community	Arizona Daily Sun ad February 8 & 15, 2022 - Invited the public to second Public Meeting to discuss the use of CDBG funding on February 26, 2022.	No Comments Received	N/A	
10	Newspaper Ad	Persons with disabilities Nontargeted /broad community	Arizona Daily Sun ad December 16 & 30, 2021 - Invited the public to first Public Meeting re NoFA for CDBG funding on Jan 13, 2022.	No Comments Received	N/A	

Table 4 – Citizen Participation Outreach

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Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Flagstaff Annual Action Plan describes allocations for the Community Development Block Grant program for the coming year – Program Year 2022, the second year of the 2021-2025 Consolidated Plan. These allocations fund activities to address goals from the primary Consolidated Plan areas: Affordable Housing, Homelessness, Community Development, Neighborhood Revitalization, Economic Opportunities, Public Services, Fair Housing and Citizen Participation.

The amount of CDBG funding received by the City of Flagstaff varies from year-to-year is based on the federal budget. The City expects to receive between $510,000 and $615,000 each year during the next five years. The 2021 Program Year CDBG Entitlement for the City of Flagstaff was $571,367 and the City expects to see a similar allocation for Program Year 2022. In addition, the City is utilizing $264,000 in CDBG Program Income and $13,411.32 in de-obligated past years funds in combination with the 2022 Entitlement for an estimated total of $842,411.32 available to allocate.

Additional federal funds to address goals were made available for public housing and programs addressing the needs of people experiencing homelessness. State government, local general funds and private resources are occasionally secured by the City or by local agencies for a variety of uses.

As of the date of submission of the Program Year 2022 Annual Action Plan, a portion of CDBG funds from previous program years is currently unspent. However, these funds have been allocated to projects in the corresponding Annual Action Plans and will not be reallocated to different activities. Previous years' funds are not accounted for in this Annual Action Plan.

In Program Years 2019 and 2020 the City of Flagstaff received CDBG-CV funds provided by the CARES (Coronavirus, Aid, Relief and Economic Security) Act. These funds were allocated in the 2019 Annual Action Plan completing two substantial amendments. A portion of the CDBG-CV funds remain unspent yet allocated to projects that prevent, respond to and/or prepare for Coronavirus. These funds will not be reallocated to different activities and are not accounted for in the PY 2022 Annual Action Plan.

Anticipated Resources

Program	CDBG	**Source of Funds**	Public-federal
Uses of Funds: Affordable Housing, Public Services, Acquisition, Administration & Planning			
Narrative Description: The 2021 Program Year CDBG Entitlement for the City of Flagstaff was $571,367 and the City expects to see a similar allocation for Program Year 2022. In addition, the City is utilizing			

$264,000 in CDBG Program Income and $13,411.32 in de-obligated past years funds in combination with the 2022 Entitlement for an estimated total of $842,411.32 available to allocate.				
Expected Amount Available Year 1				
Annual Allocation: $	**Program Income: $**	**Prior Year Resources: $**	**Total: $**	**Expected Amount Available Remainder of ConPlan: $**
$565,000	$264,000	$13,411.32	$842,411.32	$1,720,468

Table 5 - Expected Resources – Priority Table

Federal funds will leverage possible additional resources to rehabilitate and/or develop affordable housing for renters or owners, to provide services to vulnerable populations including people experiencing homelessness, people living in poverty, and other people with special needs. When funding has matching requirements, match may be satisfied through local fundraising by nonprofit organizations, State Housing Trust Funds, and City General Funds. $457,551 federal, state, and local funds will leverage 2022 CDBG projects.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Flagstaff utilizes CDBG funds to improve public facilities and infrastructure in low- and moderate-income neighborhoods, specifically the Sunnyside, Pine Knoll, La Plaza Vieja and Southside target neighborhoods. The City relies on the Council adopted and voter ratified Flagstaff Regional Plan 2030 as well as Neighborhood Specific Plans for La Plaza Vieja and Southside to guide area needs and project allocations for public facilities and infrastructure such as sidewalk improvements, recreation improvements and more. These Neighborhood Specific Plans were developed in partnership with the corresponding neighborhood associations and extensive public involvement.

Discussion

The City of Flagstaff continues to receive periodic Program Income from previous homebuyer assistance and owner occupied housing rehabilitation programs. In PYs 2020 and 2021 the City received an unprecedented amount of Program Income due to the favorable housing market and interest rates in the City of Flagstaff. Those funds will be allocated in this Annual Action Plan. Should the City receive additional Program Income in excess of an amount that could make it difficult for the City to remain timely, a mid-year allocation and amendment to the Annual Action Plan will be considered.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Activity Matrix Code:	Goal Outcome Indicator
1	Neighborhood Facility and Infrastructure	2022	2023	Non-Housing Community Development	Southside	Neighborhood Revitalization	CDBG $370,411.32	14A	Public Facilities & Infrastructure Improvements: 1,000 Households Served
2	Increase Overnight Emergency Shelter, Transitional and Supportive Housing Beds/Units	2022	2023	Homeless	Citywide	Homelessness	CDBG $250,000	14G	Overnight/ Emergency Shelter/ Transitional Housing Beds/Units added: 56 Units
3	Services to Meet Basic Needs	2022	2023	Homeless Non-Homeless Special Needs	Citywide	Homelessness Public Services & Economic Opportunities	CDBG $30,000	05D 05N 03T 05H	Public service activities other than Low-/Moderate-Income Housing Benefit: 60 Persons
4	Workforce Development	2022	2023	Non-Housing Community Development	Citywide	Public Services & Economic Opportunities	CDBG $39,826.00	05H 05Z	Individuals/Businesses assisted: 6 Persons
5	Service and Facility Operating Support, including Outreach Services to Meet Basic Needs	2022	2023	Homeless Non-Homeless Special Needs	Citywide	Homelessness Public Services & Economic Opportunities	CDBG $25,174.11	03T	Public service activities other than Low-/Moderate-Income Housing Benefit: 600 Persons

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6	Planning & Administration	2022	2023	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Homelessness Affordable Housing Public Services & Economic Opportunities Revitalization, Public Facilities & Infrastructure	CDBG $127,000.000	20 21A 21B 21C 21D 21E	Other: 1

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	**Neighborhood Revitalization, Public Facilities, and Infrastructure**
	Goal Description	Improvements to public facilities located primarily in majority low – and moderate income areas. Im and Interaction • Provide Neighborhood Safety and Pride • Improve Physical Appearance and Proper Sustainability and Conservation • Address Infrastructure and Public Facility Needs • Identify In-Fill Ho
2	Goal Name	**Increase Overnight Emergency Shelter, Transitional and Supportive Housing Beds**
	Goal Description	Funds will be used to increase Overnight Emergency Shelter, Transitional and Supportive Housing Be homeless individuals/households. Projects include acquisition, construction, conversion of buildings, or rehabilitation of temporary she the homeless, including victims of domestic violence, dating violence, sexual assault or stalking, disa drug offenders, and parolees.
3	Goal Name	**Services to Meet Basic Needs**
	Goal Description	Public service projects may include Pandemic Response, Homeless/AIDS Patients Programs, Senior S Disabilities, Legal Services, Youth Services, Transportation Services, Substance Abuse Services, Servic Employment Training, Crime Awareness/Prevention, Fair Housing Activities, Tenant/Landlord Counse Services, Mental Health Services, Screen for Lead Poisoning, Subsistence Payments, Food Banks, Etc.

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4	**Goal Name**	**Workforce Development**
	Goal Description	Assistance for programs providing workforce development including employment/job training and b services carried out as a public service. Activities include skill development programs, vocational programs, apprenticeship programs, paid i assistance for businesses and/or business counseling for individuals.

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5	**Goal Name**	**Service and Facility Operating Support, including Outreach**
	Goal Description	CDBG funds will be used for costs associated with the operation of programs for the homeless or for utilities, maintenance, and insurance.
6	**Goal Name**	**Planning and Administration**
	Goal Description	CDBG funds will be used for expenses related to administering the program, preparing planning docu activities, and other eligible expenses.

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Projects

AP-35 Projects – 91.220(d)

Introduction

The strategies listed in this plan address the second-year allocation of the 2021-2025 Consolidated Plan for the City of Flagstaff in Program Year 2022. The City will be allocating funds to local agencies/ subrecipients to carry out projects and manage funds with City of Flagstaff oversight. Projects align with the priority needs of the community: Revitalization, Public Facilities and Infrastructure, Public Services & Economic Opportunities, Addressing Homelessness, Develop and Preserve existing Affordable Housing**.**

Through the 2022 CDBG process, the City of Flagstaff Housing Section received 6 external Community Development Block Grant/ARPA Recovery Fund proposals and 1 internal request for CDBG funds for the 2022 Program Year. One applicant withdrew their CDBG application with the intention of applying for future ARPA Recovery Funds from the Housing Assistance allocation.

Per HUD's guidance, the City of Flagstaff has estimated the 2022 allocation will be slightly less than last year's federal allocation. Six external agency proposals were received. When program income and de-obligated funding is included, the 2022 CDBG allocation is $842,411.32.

Recommendations were discussed at a public hearing and City Council Work Session on April 12, 2022. Resolutions approving the allocations and submission of the Annual Action Plan were approved by the City Council at a public hearing and City Council Meeting on April 19, 202. The following table identifies approved projects for 2022-2023 Program Year with a budget of $842,411.32.

Projects

#	Project Name
1	Neighborhood Revitalization and Public Facilities Improvements
2	Public Facility Improvements – Homeless Shelter Rehabilitation
3	Increase Shelter Beds/Units – Emergency and Transitional Hotel Housing
4	Service and Facility Operating Support – Youth Homelessness
5	Workforce Development – Job Training

able 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

For Program Year 2022, the City issued a request for proposals for CDBG eligible activities. Proposals are evaluated based on CDBG eligibility and funding criteria (for example: benefit of ratio of dollars per person, percent of leverage funding, past successful CDBG contract administration, location of the project in a target area, and evidence of community collaborations. At least 70% of CDBG funds must serve low and moderate-income people and not more than 15% may be used for public services. Up to 20% may be used to cover administrative costs, including indirect costs. The largest obstacle to addressing underserved needs is insufficient funding, particularly for public services projects. This City of Flagstaff evaluates past and present projects for efficient and effective use of funds in addressing the

high priority needs identified in the Consolidated Plan as well as for the impact on low- and moderate-income City residents.

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Project Summary Information

1	**Project Name**	**Neighborhood Revitalization, Public Facilities, and Infrastructure Improvements**
	Target Area	Citywide
	Goals Supported	**Neighborhood Revitalization**
	Needs Addressed	**Neighborhood Revitalization, Public Facilities & Infrastructure**
	Funding	**CDBG $370,411.32**
	Description	The City of Flagstaff Murdoch Neighborhood **Park Improvements project proposes to solve multiple nuisance and environmental issues within the Southside Neighborhood and places a renewed focus on the Murdoch Community Center as the public meeting center of the Southside and the community at large.**
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	A total of 1,257 households in the Southside neighborhood will benefit from the project.
	Location Description	NA

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	Planned Activities **Activity Matrix: 14A, 14H** 24 CFR 570.202(a)(1), 24 CFR 570.202(b)(9 or 42 USC 5305(a)(4)	**The western right-of-way landscaped area is proposed to be incorporated into the current Murdoch grounds with a low decorative fence that is consistent in defining the overall park area. Problematic landscaping will be thinned, and improved lighting (dark sky compliant), park rules signage, and security provisions provided. The existing chain-link fence is to be removed from the north perimeter and replaced with the decorative pier and rail fencing. The north grounds currently have a mega sized chess board that will be incorporated with new hardscape and paths that provides ADA access into the site improvements. A turf lawn area is planned as a general play area. Playground equipment is not initially planned unless public input dictates. Informal areas are conceived that promotes creative play opportunities. Existing trees will be retained and additional provided. New shrubbery will not be provided but low-water native plantings encouraged where appropriate and limited. Appropriate site furnishings and lighting (dark sky) are to be provided.**
2	**Project Name**	**Increase Overnight Emergency Shelter, Transitional and Supportive Housing Beds/Units**
	Target Area	Citywide
	Goals Supported	**Increase Overnight Emergency Shelter, Transitional and Supportive Housing Beds**
	Needs Addressed	**Homelessness** **Public Services & Economic Opportunities**
	Funding	CDBG: $250,000
	Description	With the support and financial bac king of the Arizona Department of Housing, Flagstaff Shelter Service es is ac quiring a 56-room motel on Route 66, complete with 12 family units. To address community needs resulting from the COVID-19 pandemic, Flagstaff Shelter Services will use this new site to provide non-c congregate, emergency shelter to diverse Flagstaff individuals and families experiencing homelessness. Eventually, once e the pandemic is no longer an active threat to our community, the site will offer much-needed Permanent Supportive Housing units for vulnerable, housing-insecure community members. In the meantime, CDBG funds are needed to support crucial renovation costs to the motel property.
	Target Date	6/30/2023

	Estimate the number and type of families that will benefit from the proposed activities	56 non congregate, emergency shelter units – 12 family units
	Location Description	3300 E Route 66, Flagstaff, AZ 86004
	Planned Activities **Activity Matrix: 01, 14G** 24 CFR 570.201(e) or 42 USC 5305(a)(1), 24 CFR 570.202(b)(1) or 42 USC 5305(a)(1)	CDBG funds will be used to renovate a former motel that will bring 56 much-needed, non-congregate emergency shelter units to Flagstaff. While the Crown Motel (currently known as the Howard Johnson on Route 66) is livable and includes all furnishings, the proposed renovations are needed to improve safety and security. These changes include installing wrought iron fencing around the property, filling in the existing pool, installing an interior fire sprinkler system, removing the existing Porte cochere, updating the existing laundry facilities to add four additional washers and dryers, and redoing the dilapidated parking lot.
3	**Project Name**	**Service & Facility Operating Support**
	Target Area	Citywide
	Goals Supported	Service & Facility Operating Support
	Needs Addressed	**Homelessness** **Public Services & Economic Opportunities**
	Funding	CDBG: $30,000
	Description	Provide youth experiencing homelessness with basic needs and resources and housing options including Host Family programming.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	60 homeless youth served with housing resources and established The Host Family program in Flagstaff.
	Location Description	Citywide

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	Planned Activities **Activity Matrix: 03T, 05D, 05H, 05N** 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2), 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2), 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2), 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2)	Funding would be used to hire a Community Outreach Manager to recruit families for the Host Family component of the EYFTF program.
4	**Project Name**	**Workforce Development**
	Target Area	Citywide
	Goals Supported	**Workforce Development**
	Needs Addressed	**Public Services & Economic Opportunities**
	Funding	CDBG: $39,826
	Description	The Sewing and Textile Employment Pathway (STEP) program is a 4-6 month paid vocational training program in Flagstaff, AZ that expands economic opportunity for low to moderate income (LMI) residents and enriches our community. Housed in our Threaded Together Workroom, a full-service sewing shop in the Sunnyside/Lower Greenlawn neighborhood, this program provides residents the opportunity to learn technical and employable skills in a safe and empowering environment. Through the STEP program, Threaded Together is also helping to =develop viable urban communities by providing employment opportunities within walking distance of partnering organizations. CDBG grant funds will be used to cover STEP training participants wages, and to supplement staff wages for training time.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	6 Low and Moderate Income individuals

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	Location Description	Citywide
	Planned Activities **Activity Matrix: 05H, 05Z** 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2), 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2)	CDBG grant funds will be used to cover STEP training participants wages, and to supplement staff wages for training time.
5	**Project Name**	**Service & Facility Operating Support**
	Target Area	Citywide
	Goals Supported	Service & Facility Operating Support
	Needs Addressed	**Homelessness** **Public Services & Economic Opportunities**
	Funding	CDBG: $25,174
	Description	Flagstaff Shelter Services will provide safe, non-congregate, emergency shelter to an estimated 600diverse Flagstaff residents experiencing homelessness
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	600 individuals experiencing homelessness
	Location Description	Citywide

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	Planned Activities **Activity Matrix: 03T, 05D, 05H, 05N** 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2) , 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2), 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2), 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2)	Requested funds will support operational costs of these units to get vulnerable households out of congregate shelter. As a result of this timely project, every individual and family experiencing homelessness in Flagstaff (regardless of COVID-19 status) will have access to safe shelter, nutritious meals, culturally sensitive medical and behavioral health care, day services, and evidence-based housing placement services.
6	**Project Name**	**Planning and Administration**
	Target Area	Citywide
	Goals Supported	**All**
	Needs Addressed	**Homelessness** **Affordable Housing** **Public Services & Economic Opportunities** **Revitalization, Public Facilities & Infrastructure**
	Funding	CDBG: $127,000
	Description	Expenses related to administering the program, preparing planning documents and reports, fair housing activities, and other eligible expenses under this category.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Planning and administration of HUD programs provides a benefit to all residents.
	Location Description	Citywide

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	Planned Activities **Activity Matrix: 20, 21A, 21D, 21H** 24 CFR 570.206 or 24 CFR 570.489(a)(3) + 24 CFR 570.206 or 24 CFR 570.205 + 24 CFR 570.206(i)(2) or 42 USC 5305(a)(13)	Expenses related to administering the program, preparing planning documents and reports, fair housing activities, and other eligible expenses under this category including City of Flagstaff Indirect.

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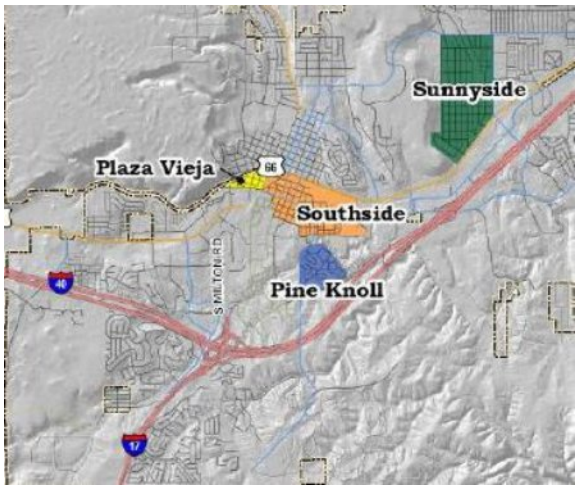
AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Flagstaff has identified four target neighborhoods. Target neighborhoods are defined by HUD as those where more than 50% of households have low- to moderate-incomes (80% or less of Flagstaff's Area Median Income).

- Sunnyside - Census Tract 3, Block Group 2, 3, & 4
- Southside - Census Tract 8, Block Group 1 & 2
- Pine Knoll - Census Tract 8, Block Group 3
- La Plaza Vieja - Census Tract 11.02, Block Group 3.



Together the 8,565 people who live in the target neighborhoods have the following characteristics:

- 6,210 are considered low- and moderate-income.
- 33% are Hispanic or Latino.
- 27% are people of color.
- 50% live in family households.
- 21% have a head of household that is 24 years old or younger.
- 24% own the home they occupy.

Three of these neighborhoods have formed a coalition referred to as the "A League of Neighbors". The coalition includes the Sunnyside Neighborhood Association, La Plaza Vieja Neighborhood Association, and the Southside Community Association. Associations work hard to improve neighborhoods with grass-roots efforts in safety improvements, beautification, job development, and community spirit. These resident-driven 501(c)3 organizations work collectively and advocate for continual and necessary infrastructure improvements in historic neighborhoods, more local jobs, increasing voter registration, and unity among neighbors.

The 2022 Annual Action Plan directs 44% of the total annual entitlement towards facility improvements in the Southside neighborhood. **The Murdoch Park project proposes to solve multiple nuisance and environmental issues within the Southside Neighborhood and placing a renewed focus on the Murdoch Community Center as the public meeting center of the Southside and the community at large. The intent is to provide a small safe neighborhood park, landscaped and irrigated that promotes creative plan and contemplative areas with overall improved security. It has been state by many that the importance of the Murdoch and its relationship to Flagstaff's ethnic history should be shared and integrated into the site in the potential for art and interpretive plaque installations.**

Geographic Distribution

Target Area	Percentage of Funds
Sunnyside	**0%**
La Plaza Vieja	**0%**
Southside	**44%**
Pine Knoll	**0%**
Citywide	**100%**

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Proposals are evaluated based on CDBG eligibility and funding criteria (for example: benefit of ratio of dollars per person, percent of leverage funding, past successful CDBG contract administration, location of the project in a target area, and evidence of community collaborations.

The City's four target areas encompass many of the areas of low-income and minority concentration and have been identified as high priority need in all categories.

Research has shown that neighborhoods can be a good predictor of health. Therefore, it is imperative to invest funding in areas of opportunity such as, community spaces, open space, quality schools, food, and transportation.

The Murdoch Park project proposes to solve multiple nuisance and environmental issues within the Southside Neighborhood and placing a renewed focus on the Murdoch Community Center as the public meeting center of the Southside and the community at large. The landscaped area to the west (closed off right-of-way) and the grounds immediately north of the Murdoch are proposed as a public park. he landscaped area to the west (closed off right-of-way) and the grounds immediately north of the Murdoch are proposed as a public park. The landscaped area to the west has been the site of behavioral problems and police calls that has included public health issues. The north Murdoch grounds is currently not supported by working irrigation and park-like improvements. These conditions add to the impression that this area is uncared for and reduce the utilization of the space by the neighborhood residents. In a 2018 survey of neighborhood residents, this area was highlighted as a place that individuals felt unsafe walking through because of these environmental factors.

Discussion

The City strives to utilize CDBG funds in target areas; however, the actual distribution of funds to target areas depends on the number and type of proposals that are received. In the 2022 Program Year, 44% of funds will be expended in the Southside neighborhood. T**he Murdoch Park project proposes to solve multiple nuisance and environmental issues within the Southside Neighborhood and placing a renewed focus on the Murdoch Community Center as the public meeting center of the Southside and**

the community at large.]

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Annual Action Plan requirement is to provide information on the number of households that will benefit from affordable housing and the types of housing these households will be supported through. The following HUD tables define the City's goals for the number of households that will be provided housing by housing activity.

One Year Goals for the Number of Households to be Supported	
Homeless	660
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	56
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	56

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Over the coming year a total of 1,666 households will benefit from PY 2022 CDBG funded projects included in the Annual Action Plan. Hotel renovations will help to create 56 units of non-congregate, emergency shelter. Public facility improvements and neighborhood revitalization efforts will create a park space and improve safety in the Southside neighborhood, a CDBG target area with over 1,000 LMI households. 6 LMI individuals will be able to participate in a paid apprenticeship program, learning skills for long term job and/or small business success.

AP-60 Public Housing – 91.220(h)

Introduction

The Flagstaff Housing Authority owns and manages 265 units of low-income public housing, administers 333 Section 8 Housing Choice Vouchers, 106 VASH Vouchers for Veterans, 40 Mainstream vouchers for households with a disabled adult, 20 Emergency Housing Vouchers and several Foster Youth Initiative (FYI) Vouchers for youth aging out of the State foster care system. We partner with the Veterans Administration (VA) on the VASH program and with the State Department of Child Safety on the FYI program. The Housing Authority also manages Clark Homes, a Section 8 new construction development with 80 units of low-income housing and provides twelve Section 8 Certificates for the seriously mentally ill, in partnership with the Guidance Center.

While chronically underfunded by HUD for capital needs, the public housing units are in good repair. The Housing Authority follows a system of ensuring that all major systems are well maintained. The Housing Authority develops a 5-year Plan, updated, and submitted to HUD on an annual basis, to identify the capital needs of public housing developments and the methods by which living conditions will be improved for public housing residents.

The City intends to reposition and redevelop its public housing in order to increase the inventory of public and private affordable housing for renters and, potentially, homeowners throughout the City. The City's goals are to reposition its public housing portfolio, through RAD and other options allowed by HUD in order to stabilize funding, modernize properties, and increase the number of affordable housing units to create vibrant, attractive, and diverse mixed-income communities that include a mix of rental units to house families, as well as units specifically designed for the elderly and other groups with special needs.

Actions planned during the next year to address the needs to public housing

In March 2021, the City of Flagstaff released a Request for Statement of Qualifications from firms experienced in the repositioning of Public Housing through the Rental Assistance Demonstration (RAD) program, to partner on the repositioning of its Public Housing through RAD or other repositioning options allowed by U.S. Department of Housing and Urban Development (HUD). The most qualified respondent to the RSOQ has been selected and negotiations for a Master Development Agreement are underway. It is anticipated that a RAD application will be submitted by spring of 2023.

The City intends to reposition and redevelop its public housing in order to increase the inventory of public and private affordable housing for renters and, potentially, homeowners throughout the City. The City's goals are to reposition its public housing portfolio, through RAD and other options allowed by HUD in order to stabilize funding, modernize properties, and increase the number of affordable housing units

to create vibrant, attractive, and diverse mixed-income communities that include a mix of rental units to house families, as well as units specifically designed for the elderly and other groups with special needs.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority has multiple goals and objectives created to increase resident involvement including: providing maintenance and repair training prior to occupancy; continuing resident education; partnering with the Boys and Girls Club, Tynkertopia and the City Recreation Department to provide free on-site programs; resident meetings, barbeques and newsletters to help residents with education, employment, job training and youth services.

The City Housing Authority produces a monthly newsletter for public housing residents. Newsletter content includes food and utility assistance, library programming, free tax assistance information, healthcare marketplace information, regular deadlines for rent and recertification submission, public notice regarding policy changes, and countless other resources.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Flagstaff's Housing Authority is a high preforming PHA.

Discussion

The Flagstaff Housing Authority owns and manages 265 units of low-income public housing, administers 333 Section 8 Housing Choice Vouchers, 106 VASH Vouchers for Veterans, 40 Mainstream vouchers for households with a disabled adult, 20 Emergency Housing Vouchers and several Foster Youth Initiative (FYI) Vouchers for youth aging out of the State foster care system. We partner with the Veterans Administration (VA) on the VASH program and with the State Department of Child Safety on the FYI program. The Housing Authority also manages Clark Homes, a Section 8 new construction development with 80 units of low-income housing and provides twelve Section 8 Certificates for the seriously mentally ill, in partnership with the Guidance Center.

While chronically underfunded by HUD for capital needs, the public housing units are in good repair. The Housing Authority follows a system of ensuring that all major systems are well maintained. The Housing Authority develops a 5-year Plan, updated, and submitted to HUD on an annual basis, to identify the capital needs of public housing developments and the methods by which living conditions will be improved for public housing residents.

The City intends to reposition and redevelop its public housing in order to increase the inventory of public and private affordable housing for renters and, potentially, homeowners throughout the City. The

City’s goals are to reposition its public housing portfolio, through RAD and other options allowed by HUD in order to stabilize funding, modernize properties, and increase the number of affordable housing units to create vibrant, attractive, and diverse mixed-income communities that include a mix of rental units to house families, as well as units specifically designed for the elderly and other groups with special needs.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City is not a direct recipient of Emergency Solutions Grant funds from HUD yet invests a significant amount of financial and staff resources in addressing the needs of people experiencing homelessness and people with special needs in the City of Flagstaff. This section describes the City's one-year goals and actions for reducing and ending homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Continuum of Care (C of C) members and participants in the Front Door coordinated entry program may apply for CDBG funds to assist street outreach, but with limited public service dollars, local agencies choose to apply for support in prevention and diversion programs. There are currently three nonprofit organizations that conduct outreach services, two of which only serve veterans. Funded programs are highly encouraged to participate in coordinated entry through the Front Door and the C of C's individual assessment plan (VI-SPDAT) if not already involved.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City and Coconino County's Continuum of Care members recognize the critical nature of Housing First and permanent supportive housing. ***In the 2020 Point in Time Count 817 men, women and children were experiencing homelessness in Coconino County***. Approximately 801 people remain on income restricted complex waitlists, while 1,250 people were on the waitlist in 2018. The high cost of housing and a 20% employment rate among individuals experiencing homelessness means that these individuals and families may require a longer stay in shelter or transitional housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming

homeless again

The City will continue to support agencies that provide emergency and transitional housing to the extent allowable under the CDBG program. In the 2022 Program Year, agencies will receive funds to support supportive housing services for chronically homeless individuals as well as basic needs and educational services for homeless and unaccompanied youth. The City and C of C members recognize the critical nature of Housing First and permanent supportive housing, yet the large number of homeless individuals and families, the high cost of housing, and a 20% employment rate among homeless individuals means that homeless individuals and families may require a longer stay in transitional housing. The City will also continue its active participation in the Coconino County Continuum of Care.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

In the 2022 Program Year operational dollars will be granted to Flagstaff Shelter Services for renovations of a facility that will provide 56 non-congregate, emergency units for chronically homeless individuals. Additionally, Homeless Youth Connection will receive operational funds to provide services for homeless and unaccompanied youth, including a host family program for creating transitional housing for youth in need.

Community leadership is committed to bringing a higher level of coordination of services to those experiencing homelessness in our community. The Front Door is a collaborative project serving as a "front door" to those experiencing homelessness. Front Door is a diversion program and provides a single point of entry into the shelter and housing system to streamline services, reduce shelter stay and length of time that individuals and families are homeless, increase program utilization and eliminate the need for households in crisis to "service hop."

The City will continue to support agencies that provide emergency and transitional housing to the extent allowed under the CDBG program. The City will also continue its active participation in the Coconino County Continuum of Care.

Discussion

The City is an active participant in the local Continuum of Care and staff members participate in multiple committees and lead the annual point-in-time count (conducted for the Arizona Rural Continuum of Care.) The City will continue to implement VASH Vouchers for Veterans experiencing homelessness as

well as Foster Youth Initiative Vouchers.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Affordable housing barriers are regulatory, process, or financial systems that make it harder for developers to create affordable housing. Barriers to affordable housing development can occur at many levels – local, state, and federal government, as well as related industries, such as the real estate, insurance, and finance industries.

HUD defines a regulatory barrier as "a public regulatory requirement, payment, or process that significantly impedes the development or availability of affordable housing without providing a commensurate health and/or safety benefit." To identify potential local public barriers to affordable housing development, the City completed HUD's Regulatory Barriers checklist.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Limited land and the current shortage in housing supply, relative to demand, are the primary reasons housing costs are increasing. A significant increase in housing supply is necessary to keep pace with current and projected housing demands. Strategies around affordable housing are incomplete when the focus is solely on increasing supply without giving attention to increasing density, establishing building innovation and cost saving practices, preserving affordable housing stock that already exists in the Flagstaff community and reviewing City codes, processes and fees to determine whether modification, reductions, or elimination would facilitate cost saving housing development strategies.

Zoning has a profound impact on housing location and type, but it can also impact cost and affordability. In addition to regulating where housing can be built, the Flagstaff zoning codes regulate other elements such as lot sizes, number of bedrooms, lot coverage, parking, and setbacks, all of which can impact the cost of development and overall housing supply. Currently, 58% of land in Flagstaff is zoned for Single-family residential, which allows for single-family homes and accessory dwelling units on each property. R1N also allows duplexes. These are low-density zones generally capped between 1 and 7 dwelling units per acre. In addition, 5.6% of land is zoned industrial, 12% is Public Open Space and 10% is Public Facilities. Approximately 14% of the land within the city allows for medium or high-density housing to be constructed, either through the commercial zoning categories as mixed-use or as apartments, condos, etc.

According to Arizona Housing Coalition, Best Practices Toolkit for Municipalities, overregulation of land use can create barriers to affordable housing supply. Zoning regulations, parking requirements, height restrictions, lengthy permitting processes, City codes and community opposition can contribute to increased development costs. Overregulation can restrict the ability of the developer to offer affordable rents and mortgages. Addressing overregulation and reform of land use policy is therefore a vital strategy to addressing housing affordability.

A prominent barrier to affordable housing development is the State law prohibition on mandatory inclusionary zoning policy. Inclusionary zoning policies are imposed at the local municipal level to require private developers to set aside a certain percentage of their units within new construction projects at an affordable rent. State law determines whether municipal inclusionary housing measures are mandatory or voluntary. In Arizona, as well as Colorado, Idaho, Indiana, Kansas, Texas, Tennessee, and Wisconsin—local governments are prohibited from adopting at least some form of mandatory inclusionary housing (for ownership housing, rental housing, or both). In some cases, courts have determined that statutes limiting rent control also preempt mandatory inclusionary measures for rental housing. Inclusionary housing is a complicated national issue that varies greatly by state, with litigation and new legislation continually shaping the issue. The City of Flagstaff has worked within the confines of state statutes to develop a voluntary program to incentivize the creation of both rental and ownership housing, yet, until such time as our State law is changed, mandatory inclusionary zoning is not a tool available to Arizona's local municipalities for increasing the supply of affordable rental housing.

While municipalities cannot supersede this State law regulation, they may mitigate its effects through the creation of policies that incentivize the inclusion of affordable units. Land use policy reform can be critical to encouraging equitable development in response to the Flagstaff's affordable Housing Emergency.

Since the Great Recession, the City has steadily made efforts to increase its capacity for affordable housing development and programs. The development of an Incentive Policy for Affordable Housing (IPAH) in 2009 and the 2011 overhaul of the Flagstaff Zoning Code were two of the biggest efforts to remove barriers to the creation of affordable housing. The IPAH is designed to foster the production of affordable housing units and is intended to reduce the deficit of all types of housing for households earning under 150% of the Area Median Income (AMI). The document incentivizes developers that commit to permanently affordable housing units through the reimbursement of development-related fees. The Flagstaff Zoning Code also implements affordable housing incentives through various development standards like density bonuses and reductions to parking and natural resource protection.

Another zoning code amendment was approved in 2021 that allows for increased regulatory incentives for developers who deliver 100% affordable projects. This amendment was processed to accommodate the tight external timeline requirements of any current and future Low-Income Housing Tax Credit

projects in the City.

In recent years, several zoning code amendments have implemented policies and recommendations from the High Occupancy Housing Specific Plan, which was adopted in 2018. The intent of that Plan was to identify areas of the city where high density residential projects are encouraged, and what development standards, features, and amenities are desired in those projects. An example of a recent code amendment included an exemption from a use permit requirement for projects that meet certain affordable housing requirements.

Also in 2021, City staff led a stakeholder outreach effort to prepare for a comprehensive update to the existing IPAH document and associated zoning code incentives. Interviews with the development community and housing practitioners shaped new concepts and proposed revisions, which were reviewed with a working group made up of members from the Housing and Planning and Zoning Commissions. The intent of this update to the IPAH is to ensure the incentives offered are not only useful and effective, but flexible enough to be applied under varied market conditions. This work will continue in the coming years as an implementation strategy of the 10 Year Housing Plan. The City's recently approved 10 Year Housing Plan is the most current and comprehensive plan to address the growing number of barriers to affordable housing, a brief discussion of the Plan is below.

Discussion:

Throughout 2021 City staff led an extensive public outreach effort to create a community-focused housing plan, one that offers goals and implementation strategies to improve access to housing and to increase the supply of housing across the entire housing continuum. This effort originated as a response to the City's declared Housing Emergency in December 2020. City Council approved the Plan in February 2022 and over the next ten years, staff will work to advance housing opportunities for all Flagstaff residents. The Plan is a foundational framework for establishing work programs, prioritizing staff work and allocating the necessary funding for its implementation. The Plan establishes policy initiatives and strategies that will be accomplished through the budget process, collaboration with City staff, and private, public, and nonprofit partnerships.

Going forward, the City's Incentive Policy for Affordable Housing, Flagstaff Zoning Code, Regional Plan, and other planning documents will need consider how to incorporate the policy initiatives and strategies identified in the 10 Year Housing Plan.

AP-85 Other Actions – 91.220(k)

Introduction:

On December 1st, 2020, Flagstaff City Council declared a Housing Emergency for the City of Flagstaff and resolved to prioritize affordable housing within City operations to create safe, decent and affordable housing for all community members. Flagstaff City Council directed staff to create a single, comprehensive community-facing document to summarize the city's immediate and long-term needs and strategies to improve housing affordability. Flagstaff's 10-Year Housing Plan was presented to the Housing Commission on January 27. The Plan was approved unanimously by Housing Commissioners. Flagstaff City Council unanimously adopted the Plan on February 15, 2022.

This Plan defines the Housing Emergency in Flagstaff and provides policy initiatives and strategies that the City will implement to address the Housing Emergency. As the City implements the 10-Year Housing Plan, the goal is to substantially increase housing subsidies for our neighbors that are unable to afford housing in Flagstaff and to increase the number of available and affordable housing options for Flagstaff residents at all income levels.

The City continues to establish goals related to the use of CDBG funds and has also established HUD-required strategies to improve the delivery system, address lead-based paint hazards, reduce the incidence of poverty, and address barriers to affordable housing development. The City has continued to perform HUD-required program monitoring for all sub-recipients.

Actions planned to address obstacles to meeting underserved needs

The development and subsequent implementation of policy initiatives are critical to the success of the City of Flagstaff's overall housing and economic development goals. In general, policy development and implementation are designed to enhance City program effectiveness, identify gaps or underserved groups, and enhance the private sector's ability to provide market-based solutions. At present, the greatest obstacle to meeting underserved needs is insufficient funding. The City addresses this obstacle by prioritizing CDBG projects that provide leverage funding to meet the needs of a larger number of people.

Although the City has several Housing planning documents, when declaring the Housing Emergency, Flagstaff City Council directed staff to create a single, comprehensive community-facing document to summarize the city's immediate and long-term needs and strategies to improving housing affordability.

This Plan defines the Housing Emergency in Flagstaff and provides policy initiatives and strategies that the City will implement to address the Housing Emergency. As the City implements the 10-Year Housing Plan, the goal is to substantially to increase housing subsidies for residents that are unable to afford housing in Flagstaff and to increase the number of available and affordable housing options for Flagstaff residents at all income levels.

Actions planned to foster and maintain affordable housing

The City of Flagstaff 10 Year Housing Plan establishes one overarching goal, supported by two fundamental elements that together will significantly impact housing attainability. The goal will be achieved through the implementation of the policy initiatives and strategies in this document. Implementation of the policy initiatives and strategies will be accomplished by the City of Flagstaff through the budget process, collaboration with City staff and private, public and nonprofit partnerships.

The overarching goal of the 10 Year Housing Plan is to reduce the current affordable housing need in our community by half over the next ten years.

- Element one: Impact at least 6,000 low-to-moderate income Flagstaff residents through a combination of unit creation or subsidy provision.
- Element two: Create or preserve 7,976 housing units by 2031 with a minimum of 10% of them being affordable. This will increase the overall supply of market rate, workforce and affordable housing occupied by local residents.

The following are all policy initiatives and strategies intended to preserve and increase the supply of affordable housing in Flagstaff, as determined through the public engagement process for Flagstaff's 10 Year Housing Plan. This list will be updated annually based on current actions the City is taking to implement the Housing Plan.

- Incentivize the creation of affordable units through various programs and mechanisms.
    - Ensure that modifications to the zoning code improve and maintain the effectiveness of the density incentives for affordable housing.
    - Update the City's affordable housing incentive policy to implement the goals and policies of the 10-Year Housing Plan.
    - Amend the City code to implement the revised affordable housing incentive policy.
    - Explore implementing reduced fees and waivers to incentivize the development of affordable housing.
    - Explore in-lieu alternatives to providing affordable housing units (e.g. down payment assistance program, donation of finished lots, in-lieu payment, etc.).
    - Explore expedited review as an incentive to developments that provide affordable housing units.
    - Explore ways to incentivize employers to offer Employer Assisted Housing (EAH) programs.
    - Explore the use of the community land trust model and public/private partnerships to incentivize the development of ownership units that are priced significantly below market rate.

- Ensure that the Flagstaff Regional Plan includes robust affordable housing goals and policies.
    - Update the Regional Plan policies to support increased density related to affordable housing.
    - Identify suburban areas to support greater density and intensity of development.

- During the update of the Flagstaff Regional Plan, revise the Community Character chapter for goals and policies to include cost saving methods that reduce the conflict between affordable housing, historic preservation, and urban design.

- Create a dedicated funding source for affordable housing in Flagstaff.
  - Present 2022 Bond Measure to Council and Community for consideration for additional funding to be leveraged with local, state and federal dollars.
  - Create a fund for the purpose of acquiring land/units for affordable housing in order to be able to respond to opportunities as they arise.
  - Identify ongoing resource opportunities for the purpose of assisting households experiencing homelessness, households at risk of becoming homeless, first-time homebuyers, and affordable housing targeted to these populations.
  - Explore other funding mechanisms for affordable housing developments such as Revitalization District and dedicated sales tax.

- Amend the Flagstaff Zoning Code to facilitate the development of all housing types.
  - Review and amend the Planned Residential Development (PRD) standards and process to address barriers for infill development and allow for more flexibility in development options, building types, and lot configurations.
  - Explore options with appropriate land use and economic studies as necessary that could integrate affordable housing units to be developed in commercial and industrial locations where suitable.
  - Explore adding affordable housing as an allowed use in the Public Facilities (PF) Zone.
  - Review parking standards for all residential development with the goal of reducing the cost of development and increasing the number of dwelling units that may be achieved.
  - Evaluate and amend the Resource Protection Overlay standards to ensure that the minimum densities can be met on most sites, including making the requirements for residential sites to be similar to those for a commercial site.
  - Evaluate Resource Protection Overlay standards in terms of consistent application across each zone and allow for greater maximum densities.
  - Continue to evaluate and amend the current Accessory Dwelling Unit (ADU) zoning code standards with the goal of increasing supply.
  - Explore allowing additional flexibility for homeowners and landlords to increase density.

Actions planned to reduce lead-based paint hazards

Distribute lead poisoning and lead hazard information to participants in federally-funded programs and to any interested resident.

The City follows a multi-pronged approach to reduce lead hazards, integrating the following actions into housing policies and procedures:

1. Rehabilitation Projects. The City follows strict HUD guidelines for testing and abatement of lead-based paint and other hazardous substances and requires compliance from its contractors and subcontractors. Any structure built before 1978 that is proposed for rehabilitation under federal

programs, is tested for lead-based paint. Notices and requirements regarding testing and removal of lead-based paint are provided to program participants, contractors and project sponsors. The City has licensed contractors who are available to perform limited abatement and/or removal procedures if lead-based paint is present. Full abatement services are contracted with licensed contractors located outside of the City.

2. Section 8 Housing Choice Vouchers. The PHA inspects prospective dwellings constructed prior to 1978 that will have a child under the age of six residing therein, for compliance with EPA and HUD Lead Based Paint rules and regulations. The inspection includes visual inspections for chipped, peeling, chalking and deteriorated interior and exterior paint. Clearance testing may be performed after remediation by the property owner, to assure a lead-safe environment.
3. Public Education. Lead hazard information is distributed to participants in homeownership and rental programs.

Actions planned to reduce the number of poverty-level families

The City will reduce the number of poverty level households by providing CDBG public services resources to local agencies that provide social supports, and eviction and foreclosure prevention. The City will also fund programs to rehabilitate housing units owner-occupied by households living at or below the poverty level to support these households in retaining quality, safe housing. Households living below the poverty level will also be made aware of the various local services available that provide an economic safety net and opportunities for increased earnings.

Actions planned to develop institutional structure

The City of Flagstaff has well-developed and experienced institutional infrastructure for the delivery of housing and community development programs. The Housing Section works closely with nonprofit organizations to ensure that CDBG funds reach the neediest Flagstaff residents and neighborhoods. Organizations must annually apply for CDBG funds for eligible activities. The City also works closely with and is a member of the Coconino County Continuum of Care.

In 2019, City Council added a new chapter to the Flagstaff City Code, creating a Housing Commission. The Housing Commission consists of thirteen citizens, with twelve members appointed by the City Council and one representative from the Flagstaff Housing Authority Board of Commissioners. It serves as an advisory board to City Council; makes recommendations with respect to housing policies, needs, and programs in Flagstaff; and furnishes the Council with information through the Housing Director.

Actions planned to enhance coordination between public and private housing and social service agencies

A Housing Navigator is a person who works intensively with high-need clients, often those with high housing barriers including mental health issues, homelessness, past evictions etc. The main responsibility of the position is assisting clients with obtaining and maintaining housing. This includes

lots of one-on-one client and landlord interaction and, when necessary, mediation. The Housing Navigator also works on landlord recruitment for all voucher programs, a long-established need.

While one-time funding has been allocated by HUD related to the EHV program, on-going funded has been requested to fund the Housing Navigator position on a permanent basis through the general fund. Funding through the GF will allow the position to not be bound to one program or another, allowing for the work to occur where the greatest need is and facilitate stronger partnerships with local agencies. This will also allow federal funds to be directed to direct client services were possible.

The City has developed an extensive mailing and email list that includes over 300 people who represent organizations that serve homeless and at-risk households, mainstream service and housing agencies, community development organizations, civic leaders, etc. This list is used to regularly inform these agencies of planning efforts, funding opportunities, changes in policy and practice or any other information that agencies may find useful.

The Flagstaff Community has implemented a Coordinated Entry System for those experiencing homelessness, known as the Front Door. The Front Door Specialist conducts an assessment using The Vulnerability Index – Service Prioritization and Decision Assistance Tool (VI-SPDAT). The Front Door collaboration has united the Flagstaff community and the local Continuum of Care to fast track those in crisis to the best program to end that crisis.

On a weekly basis, a cadre of service providers meet for the Case Conferencing Team Meeting. Each case manager is representing his or her own agency that has signed the Service Provider Memorandum of Understanding (MOU). The purpose of this meeting is to have a real-time discussion of each person or family on the community waitlist and to utilize scores from the VI-SPDAT to ensure fast and appropriate referrals to end homelessness for those on the list.

The Front Door is a cost-effective strategy; that prioritizes a community conversation about how the systems function together, where the gaps in services exist, and how to answer the need. No longer will those in crisis be forced to go from shelter to shelter to access services.

Discussion:

Affordable, accessible, and decent housing is of critical importance to a community's health and viability. The Housing Plan will consolidate existing housing documents and augment with an additional planning effort to create a 10-year plan that seeks to define the housing emergency in Flagstaff and to provide policies and strategies to reduce the emergency. The Housing Plan will help identify needs, create an existing list of affordable housing, identify the affordable housing units underway, engage partners, and compile research on best practices. Altogether, these components will help identify specific policies and educational and advocacy strategies that can be implemented within our community to substantially increase the number of affordable housing units. As the City implements

Flagstaff's 2022 Housing Plan, the goal is to substantially increase the number of available and affordable housing options for all Flagstaff residents at all income levels.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan
3. The amount of surplus funds from urban renewal settlements
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.
5. The amount of income from float-funded activities

Total Program Income

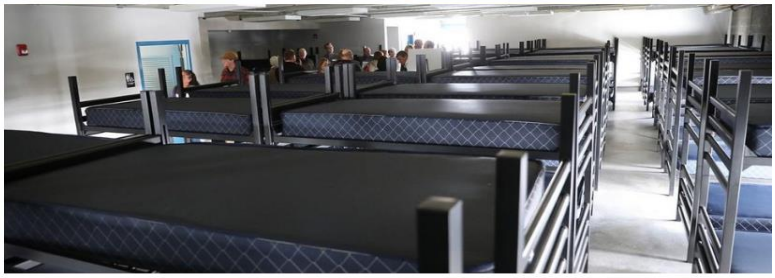
Other CDBG Requirements

1. The amount of urgent need activities
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.









CITY OF FLAGSTAFF

Community Development Block Grant (CDBG)

Proposal Booklet and Ranking Forms
Program Year 2022/2023

City of Flagstaff, Housing Section

3481 N Fanning Dr, Flagstaff, Arizona 86004

(928) 213-2749 (phone)

TTY/TDD (800) 367-8939

City of Flagstaff
Community Development Block Grant Entitlement Funds

Summary of Proposals

Program Year 2022/2023

Public Service Activities	Proposal/Project	Request	Ranking
Homeless Youth Connection	Empowering Youth For The Future	$30,000	172
Threaded Together	Sewing and Textile Employment Pathway (STEP) Program	$39,826	171
Flagstaff Shelter Services **Inc.**	The Crown: Housing is Healthcare Operation of Non-Congregate Shelter	$300,000	170

Housing Activities	Proposal/Project	Request	Ranking
City of Flagstaff	Murdoch Neighborhood Park Improvements	$362,725	Internal
Flagstaff Shelter Services Inc.	The Crown Motel: Hotel to Housing Renovation Project	$250,000	161

Description of Programs and Application Instructions

(Application Introduction)

Notice of Funding Availability

Community Development Block Grant (CDBG)
&
American Rescue Plan Act (ARPA) Coronavirus Local Recovery Funds

Grant Application

Program Year 2022/2023

City of Flagstaff, Housing Section

3481 N Fanning Dr, Flagstaff, Arizona

(928) 213-2749 (phone)

TTY/TDD (800) 367-8939

Funding Timeline

Funding Timeline

City of Flagstaff CDBG and ARPA Local Recovery Funds Funding Timeline		
2022 Program Year (July 1, 2022 -June 30, 2023)		
For more information, please email kristine.pavlik@flagstaffaz.gov		
2022 Annual Action Plan		
	12/15/2021	2022 Notice of Funding Availability (NoFA) Posted to City Website
	12/15/2021	Applicant Technical Assistance Available by Appointment Only
	1/8/2022	Public Meeting - Neighborhood Townhall Re: CDBG Potential Projects
	1/13/2022	Public Meeting – CDBG/Local Recovery Funds NoFA Informational Meeting
	1/15/2022	**CDBG/Local Recovery Funds Applications Posted on City of Flagstaff Website**
	2/22/2022	**CDBG/Local Recovery Funds Applications Due by 5pm - Online & In-person**
	2/23/2022	Applications Reviewed by Staff for Project Eligibility
	2/24/2022	Eligible Applications Forwarded to the Ranking Committee
	2/24/2022	**Public Meeting - Review of Applications and Funding Requests**
	3/1/2022	Draft 2022 Annual Action Plan Posted to City Website
	3/1/2022	Draft 2022 Annual Action Plan - 30 Day Public Comment Period Opens
	4/1/2022	Draft 2022 Annual Action Plan - 30 Day Public Comment Period Closes
	4/12/2022	**Public Meeting - City of Flagstaff Council Work Session Re: Council Direction on 2022 Annual Action Plan (Funding Recommendations)**
	4/19/2022	**Public Hearing - City of Flagstaff Council Meeting Re: Approving Submission of 2022 Annual Action Plan (Funding Recommendations)**
	5/15/2022	City of Flagstaff CDBG PY 2022 Annual Action Plan Submitted to HUD
	TBD	Council Meeting – Approval of ARPA Local Recovery Funds Contracts
	7/1/2022	**Program Year Begins - ARPA Local Recovery Funds Contracts Finalized**
Post-award Timeline -CDBG ONLY		

	July – Sept	Environmental Review Process
	October	Grant Agreement from HUD Expected (Notice to Proceed)
	Nov-December	Contract Finalization and Routing for Program Year 2022 Projects

The Housing Section is always interested in public input concerning the use of CDBG funds.
Please feel free to contact us at any time with questions, concerns, or comments.

Housing and Grants Administrator - kristine.pavlik@flagstaffaz.gov

CDBG Eligibility Information

CDBG Public Participation Process

The City of Flagstaff is conducting its annual public participation process to receive proposals from the community for the use of Community Development Block Grant (CDBG) funds to address the needs of low-moderate income (LMI) persons and neighborhoods. Comments and proposals received will be used to assist in the development of the City of Flagstaff 2022-2022 Annual Action Plan. The Annual Action Plan will describe the use of 2022 CDBG funds while concurrently defining or amending the strategies and priorities outlined in the Program Year 2021-2025 Consolidated Plan. The Consolidated Plan describes the housing, economic, social, and human development needs of LMI persons and special needs populations in Flagstaff, Arizona.

Included in this process are three public meetings, two City Council meetings, and a proposal process. The first of the public meetings will be held on Saturday, January 7th, 2022 at 11:00AM to discuss neighborhood revitalization projects in CDBG identified target neighborhoods. The second meeting will be held Thursday, January 13th, 2022 at 11:00AM and will provide an overview of the CDBG application process, eligible uses of funds and grant management requirements. The meetings will be held virtually due to the health and safety concerns related to the COVID-19 pandemic. The third meeting is scheduled for Thursday, February 24th, 2022 at 11:00AM and will include an overview of applications and funding requests received by the City. The meeting links will be posted in advance of the meeting on the City Housing Section's web page located at https://www.flagstaff.az.gov/626/Community-Development-Block-Grants.

Lastly, City Council meetings will take place on April 12th and 19th, 2022. These meetings will provide an overview of the CDBG process and CDBG 2022 funding recommendations. Due to COVID-19, City Council meetings may be held virtually and can be accessed on the City of Flagstaff website located at www.flagstaff.az.gov. Please check the website 2 weeks prior to the meeting date to inquire about an in-person meeting option.

Persons requiring hearing, language, visual, mobility or other accommodations may contact the City at (928) 213-2752 or TTY/TDD (800) 367-8939 or 711 to make special arrangements at least 24 hours before the scheduled meeting time.

CDBG Proposals Process

The City of Flagstaff is soliciting proposals for the July 1, 2022 – June 30, 2023 CDBG Program Year funding cycle. The 2022-2023 CDBG allocation has not yet been released by HUD.

Proposals will be evaluated based on CDBG eligibility and other criteria discussed in this document. Agencies awarded CDBG funding by the City of Flagstaff will enter into an agreement with the City of Flagstaff to implement programs in accordance with Federal, State, and local laws. The City of Flagstaff is responsible to HUD for the compliant use of CDBG funds, both for itself and for its sub-

recipients. The City of Flagstaff reserves the right to partner with external agencies, or to directly provide services to address unmet and/or immediate needs.

(Section Break)

Determining CDBG Eligibility

The types of activities that can be undertaken with CDBG funds include public improvements, public services, housing, and economic development and must take place within the City of Flagstaff city limits. An activity is eligible for funding only when it meets the following conditions:

- ***Project achieves the CDBG National Objective pertinent to Flagstaff: Activities that Benefit Low-Moderate Income Persons (570.208(a).***

This National Objective is met if the activity meets the criteria of one of four subcategories:

- *Subcategory 1. Area Benefit Activities*
  - *The criteria for this subcategory is met if an activity – benefiting area residents – is undertaken in a service area where at least 51% of residents have income at or below 80% of the Area Median Income.*
  - *This includes the City's four target neighborhoods: Sunnyside, Southside, La Plaza Vieja,*
    and Pine Knoll.
- *Subcategory 2. Limited Clientele Activities*
  - *The criteria for this subcategory is met if an activity is designated to benefit a specific group of people and they are either documented through an income verification process or presumed (by HUD) to be LMI persons. The presumed LMI groups are as follows:*
    - *Abused Children*
    - *Elderly Persons*
    - *Severely Disabled Persons*
    - *Victims of Domestic Violence*
    - *Persons with HIV/AIDS*
    - *Migrant Farm Workers*
    - *Homeless Persons*
    - *Illiterate Adults*
- *Subcategory 3. Housing Activities*

- *The criteria for LMI benefit is met to the extent that units are occupied by LMI persons upon completion. It covers both rental and owner-occupied units.*

- *Subcategory 4. Job Creation or Retention*
  - *The LMI benefit must meet one of three criteria:*
    - *The neighborhood where **jobs are created** is an LMI area; or*
    - *The business being assisted predominantly serves LMI persons; or*
    - *The jobs created or retained are available to or filled by LMI persons.*

2021 Area Median Income Limits for Flagstaff, AZ

Household size	30%	50%	60%	80%
1	$16,150	$26,900	$32,280	$43,050
2	$18,450	$30,750	$36,900	$49,200
3	$21,960	$34,600	$41,520	$55,350
4	$26,500	$38,400	$46,080	$61,450
5	$31,040	$41,500	$49,800	$66,400
6	$35,580	$44,550	$53,460	$71,300
7	$40,120	$47,650	$57,180	$76,200
8	$44,660	$50,700	$60,840	$81,150

Note: 30%, 50%, 80% and 100% income categories are provided by HUD. The 60% income category is provided by the Arizona Department of Housing.

Released 4/13/2021

- ***Project achieves one of the three CDBG Primary Objectives:***

1. *To develop viable urban communities by providing decent housing.*
2. *To provide a suitable living environment.*
3. *To expand economic opportunities principally for persons of low to moderate income.*

- ***Project achieves measurable objectives in line with those approved by City Council for the Consolidated Plan. The proposals must assist in meeting the goals and objectives identified in the Consolidated Plan.***

- ***Agency is able to provide the insurance required by the City of Flagstaff as indicated in Appendix A.***

- ***The agency applying for funding cannot be in any way an affiliate of ACORN.***

ARPA Local Recovery Funds Eligibility Information

American Rescue Plan Act (ARPA) Local Recovery Funds

This Notice of Funding Availability will also include the City of Flagstaff's American Rescue Plan Act (ARPA) Local Recovery Funds for congregate care services (such as homeless shelters, incarcerations settings, nursing homes, group living facilities, etc.). Proposals will be evaluated based on project eligibility and other criteria discussed in this document. Agencies awarded Local Recovery funding by the City of Flagstaff will enter into an agreement with the City of Flagstaff to implement programs in accordance with Federal, State, and local laws. The City of Flagstaff is responsible to the U.S. Department of Treasury for the compliant use of ARPA Local Recovery Funds, both for itself and for its sub-recipients. The City of Flagstaff reserves the right to partner with external agencies, or to directly provide services to address unmet and/or immediate needs.

Determining ARPA Local Recovery Funds Eligibility

Projects eligible for the City of Flagstaff Local Recovery Funds Public Health Emergency/ Negative Economic Impacts funding for congregate care services (such as homeless shelters, incarcerations settings, nursing homes, group living facilities, etc.) include COVID-19 response, mitigation, and prevention activities.

A broad range of services are needed to contain COVID-19 and are eligible uses, including support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless ***shelters, group living facilities); ventilation improvements in congregate settings, and other public health responses. Capital investments in public facilities to meet pandemic operational needs are also eligible, such as physical plant improvements or adaptations to public buildings to implement COVID-19 mitigation tactics.***

Other eligible uses include assistance to nonprofits; including but not limited to: grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs; and/or grants to implement COVID-19 prevention or mitigation tactics, such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs.

Proposal Review Process

Determining Approval of Funding Recommendations Made to Flagstaff City Council

In addition to being eligible, a project must also meet all of the following criteria to be forwarded to City Council for funding consideration:

- *Project use of CDBG funds will not result in a violation of the City's certification that at least 70% of the CDBG funds will benefit low-moderate income persons over the fiscal year of July 1, 2022 to June 30, 2023.*
- *Proposed costs appear to be necessary, reasonable, and otherwise conform with Federal OMB guidelines that pertain to the proposed project.*
- *Applying agency has adequate administrative systems and staffing capacity available to carry out proposed activity, as well as comply with CDBG and ARPA Local Recovery Funds regulations.*
- *Applying agency provides documentation of authorization to request CDBG and ARPA Local Recovery Funds and documentation of authorized signature authority (e.g., bylaws, official resolution, or a copy of the minutes of the meeting in which an action was taken).*
- *Relative ranking of the proposed project per the criteria included in Appendix E, titled Project Ranking Form 2022/2023.*

Proposals that meet the minimum review criteria will be forwarded to the Flagstaff City Council for a funding decision. CDBG funding for approved proposals generally becomes available after October 1 and is provided on a reimbursement basis. ARPA Local Recovery Funds will be available upon contract approval by City Council at a date to be determined, sometime in or around May, and are also provided on a reimbursement basis.

City Staff Assistance with Proposal Submission and Special Accommodations

CDBG and ARPA Local Recovery Funds requirements and eligibility criteria are complex. City staff is available to provide technical assistance appointments to anyone wishing to discuss potential projects or submit a proposal. Phone and e-mail questions will also be accepted, and special accommodations will be made for those with disabilities. For additional information and/or assistance please email or call Kristine Pavlik at kristine.pavlik@flagstaffaz.gov, (928) 213-2749 or TTY/TDD (800) 367-8939 or 711.

Proposal Submission Requirements

Agencies requesting CDBG and/or ARPA Local Recovery Funds must submit a completed application both online and in-person, no later than 5:00PM February 22nd, 2022.

The online application will be available beginning at 8:00AM Friday, January 15th, 2022 on the City's website at https://www.flagstaff.az.gov/626/Community-Development-Block-Grants.

Proposals must be completed and submitted, both online and to the following address, prior to 5:00PM February 22nd, 2022.

Please submit a complete, original, paper hardcopy application with original signatures and all requested documents to the address below:

Mail or deliver one (1) original application in a sealed envelope to

City of Flagstaff
Housing Section – CDBG/Recovery Funds Proposal
Attn: Kristine Pavlik
3481 N Fanning Dr.
Flagstaff, AZ 86004

Printed proposals are to include original signatures and must be:

- *Submitted on 8 ½ x 11 standard paper, with standard 1-inch margins.*
- *Double sided.*
- *Neither bound nor stapled.*

Proposals postmarked on the due date but not received will be considered late. Incomplete or late proposals will not be considered for funding but will be accepted as part of the public comment process.

The following pages contain the proposal format. To submit the proposal online please visit https://www.flagstaff.az.gov/626/Community-Development-Block-Grants.

Online proposals must be submitted by February 22nd, 2022 at 5:00PM in addition to the delivery of a hardcopy version.

For technical difficulties, questions about online submission, or questions or comments about the proposal format or CDBG/Local Recovery Funds process, please email Kristine Pavlik at kristine.pavlik@flagstaffaz.gov.

(Section Break)

Checklist

A proposal will be considered incomplete if it does not contain everything in the below checklist. Incomplete applications will not be considered for funding.

TAB	✓	CHECKLIST
1		**Proposal Cover Page** – Include name of proposed activity, name of agency, DUNS Number, SAM Number, and primary contact.
2		**Checklist/Index**
3		**Applicant Information and Executive Summary** – Please ensure that an authorized representative executes this page. *A missing signature on this page will make the proposal incomplete.*
4		**Narrative Questions** – Answers should be thorough, complete and address all parts of the questions. The format should be easy to follow.
5		**Map of Project Location**
6		**Job Descriptions** – If applying for operational assistance or position specific funding.
7		**Schedule of Completion** - Provide a realistic proposed twelve-month schedule of completion identifying major tasks to be accomplished. Use format in Appendix C.
8		**Budget** – Identify all funding sources for this project separating CDBG from other sources. Assign dollar amounts for any in-kind contributions. Provide narratives about what the CDBG funds will be used for. Use format in Appendix D.
9		**Leverage/In Kind Letters** - For financial leverage to be counted include letters of award from other funding sources (including in-kind) AND make sure that the letters match the budget amounts outlined in the budget (Appendix D). *Make sure that leverage is for the same Program Year you are applying for.*
10		**Community Support Letters** – To demonstrate community need and collaboration for the specific project please include letters of support.

11		Organizational Chart – Provide the agency's administrative framework; staff positions (indicating where the proposed project will fit into the structure and Identifying any staff positions of shared responsibility).
12		Non-Profit Certification - Provide a 501(C)3 non-profit certification or local government tax exempt ID. Pending non–profit applications are not accepted for CDBG funding.
13		Financial Audit and Management Letter – Provide most recent copy of both.
14		List of Board of Directors - Include the name, telephone number, address, occupation, or affiliation of each member and identify the principal officers of the governing body.
15		Authorization to Request Funds/Authorized Signature Authority - Documentation of authorization to request CDBG/ ARPA Local Recovery Funds funds and documentation of authorized signature authority (e.g., bylaws, official resolution, or a copy of the minutes of the meeting in which an action was taken)

Homeless Youth Connection

Empowering Youth For The Future

Public Service Activity

Agency/Organization Name:	Homeless Youth Connection
Executive Director/CEO Name, Phone & Email:	Dawn Bogart, CEO 602-565-3218, dbogart@hycaz.org
Program Manager/Grant Contact Name, Phone & Email:	Dawn Bogart, CEO 602-565-3218, dbogart@hycaz.org
Mailing Address:	9950 W. Van Buren Street, Ste.
City:	Avondale
State:	AZ
Zip:	85323
Physical Address:	9950 W. Van Buren Street, Ste.
City:	Avondale
State:	AZ
Zip:	85323
Is your agency/organization a 501 (c) 3 non-profit organization, government entity or other(please explain)?	501 (c) 3 Organization
Please explain:	*Field not completed.*
Federal EIN/TIN #:	27-3182999
Agency DUNS Number:	042628309

Is your agency registered in the Federal System for Award Management?	Yes
Agency CAGE (Sam.gov) Number:	7WV52
Is your agency/organization a participating member of the Coconino County Continuum of Care?	Yes
Is the project for the prevention, response, preparation or mitigation of COVID-19?	No
CDBG Funding Request:	$30,000
Local Recovery Funds Request:	0

To determine your activity's eligibility for CDBG and/or ARPA Local Recovery Funds funding please contact kristine.pavlik@flagstaffaz.gov.

New or existing program:	Existing
Is the proposed project a quantifiable increase in services provided?	yes
Project Name:	Empowering Youth For The Future
Please provide a brief description of the project, including a scope of work and how allocated funds will be used:	Homeless Youth Connection (HYC) is requesting funding from the City of Flagstaff to support the housing component of HYC's Empowering Youth For The Future program. Funding will allow HYC to hire a Community Outreach Manager to recruit host families who will provide safe and stable housing to youth experiencing homelessness through graduation. HYC partners with the Flagstaff Unified School District and local charter schools to provide youth experiencing homelessness in grades 9th through 12th with basic needs and resources to ensure they stay in school and complete their education.

	HYC's Empowering Youth for the Future program is a comprehensive social services program that identifies youth's needs related to academics, health, housing, hygiene, employment, and independent living skills. HYC addresses the housing needs of unaccompanied youth by utilizing a host family model. The Host Family program connects homeless youth with caring adults from their own communities who are willing to provide safe and stable housing while HYC provides the youth with comprehensive support.
Area of service:	Citywide
Type of project:	Housing, Public Service
Is the project related to congregate care services and/or facilities?	yes
Total estimated number of persons to be assisted:	60
Populations Served:	Persons Experiencing Homelessness

(Section Break)

For CDBG Funding Requests Only:

National Objective:	Low/Mod Limited Clientele Benefit (LMC)
City Council CDBG Priority:	Addressing Homelessness
2021-2025 Consolidated Plan Priority Need:	Support services and projects addressing homelessness
2021-2025 Consolidated Plan Activity:	Increase Shelter Beds/Units (
2021-2025 Consolidated Plan Priority Level & 5 Year Goal:	High

(Section Break)

Name and Title of Authorized Representative:	Dawn Bogart, CEO
Signature of Authorized Representative:	Dawn Bogart, CEO
Date:	2/20/22

Narrative Questions

Narrative Questions

Please respond to the following questions in the order listed.
Be sure to include the entire question in your response where appropriate.

(Section Break)

Answer Question 1 for CDBG Economic Development Activities ONLY (1 Point)

To find out if your activity is categorized as an Economic Development Activity please contact Kristine.Pavlik@flagstaffaz.gov.

1. Economic Development activities create jobs or support businesses in low income neighborhoods or for low income individuals. Please check one of these eligible activities if you are applying under the Economic Development Category.	*Field not completed.*

(Section Break)

Answer Questions 2, 3 and 4 for CDBG Public Service Activities ONLY (10 Points)

To find out if your activity is categorized as a Public Service Activity please contact Kristine.Pavlik@flagstaffaz.gov

2. Mark the public service activity that best fits your proposed service.	Services for homeless persons
3. Clearly define how the proposed service is either a new service or a quantifiable increase in the level of an existing service.	Homeless Youth Connection (HYC) is requesting funds to support housing for youth experiencing homelessness who are participating in the Empowering Youth For The Future program. Funding would help HYC hire a Community Outreach Manager that would be responsible for identifying, recruiting, and training host families that will provide safe and stable housing for unaccompanied homeless youth. Currently, HYC is providing basic needs, resources, and services to youth experiencing homelessness in the FUSD and Ponderosa High School. Currently, there are no host families providing housing for unaccompanied homeless youth. HYC addresses the housing needs of unaccompanied youth by utilizing a host family model. Host homes offer a safer transitional-type housing that is non-institutional and allows young people to stay connected to the natural supports in their communities. The Host Family program is a low-cost, community-engagement strategy involving faith-based communities, service organizations, school parent organizations, and nurturing individuals. The Host Family program connects homeless youth with caring adults from their own communities who are willing to provide safe and stable housing while HYC provides the youth with comprehensive support. The host family provides the youth with shelter, food, transportation, and emotional support, while the organization delivers case management, counseling assessments, and other services. HYC's Community Outreach Manager will identify and recruit community host families who live in the same neighborhood as the youth's schools. This will allow youth to remain in their current school, participate in extra-curricular activities, and continue to socialize with their friends. The primary impact of placing youth in a home setting is to allow them to build stronger relationships and interpersonal skills, experience stability in their home life, and learn positive life skills that will help them transition to independence. According to the National Association for the Education of Homeless Children and Youth (NAEHCY), the host family model is the most effective method in addressing housing for homeless youth. There is almost a 100% high school graduation rate for youth participating in this type of program.
4. Discuss similar services that are offered in Flagstaff and how the proposed service is different than what is already offered to the community (e.g., what gap will the proposed service fill?).	The Northland Family Health Center (NFHC) operates Flagstaff's shelter for unaccompanied children and youth. The shelter has 15 beds for youth from birth to age 17. Additional services include advocacy, counseling, case management, life skills, and basic needs. Currently, the only option for youth experiencing homelessness who are 18 to 21 is the adult shelter. Many homeless youth become homeless suddenly. Homeless youth are different from homeless adults because they often have not learned the essential life skills needed to live on

their own, like how to drive or ride a bus, get a job, or pay bills.

Youth are extremely hesitant to find refuge in an adult shelter primarily because of safety. Homeless youth are at an increased risk of harm in comparison to other youth their age. They are more likely to experience mental illness, suffer poor health, drop out of school, and become involved with or become victims of criminal activity. Life on the streets is dangerous and unpredictable, leaving homeless youth vulnerable to being exploited, abused, or killed.

HYC's Host Family Program offers a safe and stable environment. Youth have their own room, as well as access to the kitchen. Our team works with the host family and the youth to create a familial environment. We focus on communication, house guidelines, and educational needs to ensure there are clear expectations for a successful relationship.

(Section Break)

Answer Questions 5, 6, and 7 for CDBG Funding Requests ONLY

Some projects are eligible for both/either CDBG and ARPA Local Recovery Funds, to find out if your activity is eligible for ONLY CDBG Funding and not also Local Recovery Funds please contact Kristine.Pavlik@flagstaffaz.gov.

5. (10 Points) Identify how this proposed project achieves the CDBG Primary and National Objectives by addressing how the project will develop viable urban communities and benefit low-moderate income persons or neighborhoods.	HYC's Empowering Youth For The Future program achieves the CDBG Primary and National Objectives in several ways. ¬ HYC provides direct service and resources to youth who are experiencing homelessness. ¬ Some of these youth attend high school in the Sunnyside neighborhood. ¬ Some of the youth will be participating in HYC's Host Home Housing program which provides youth with safe, stable, and decent housing through graduation. ¬ All seniors participating in the HYC program complete their Plan for the Future, which includes job readiness and employment. ¬ Eliminating barriers to education allows homeless youth to graduate from high school, which will expand economic opportunities for these youth. The most effective types of interventions for homeless youth engage the youth early in the cycle of homelessness. When services are provided at a separate facility, youth may not be able to find transportation to and from appointments, which greatly limits their ability to benefit from these programs. HYC alleviates this by providing youth with basic needs and by stabilizing them in appropriate and supportive environments. HYC uses an innovative approach to helping homeless youth stay in school and complete their education by meeting youth "where they are."

HYC's Empowering Youth for the Future (EYFTF) program is a comprehensive social services program that engages high school-aged youth experiencing homelessness in trauma-informed, client-led, strengths-based interventions. The program provides youth with basic necessities, such as clothing, food, hygiene items, school supplies, case management, housing if needed, assistance with medical, dental, vision, and mental healthcare, educational assistance including class fees and extracurricular fees, vital documents and life skills.

Youth Coaches work together with youth to identify needs related to academics, health, housing, hygiene, employment, and independent living skills. Youth then identify their strengths and goals, and partner with the youth coach to establish a plan. HYC believes that through authentic youth engagement and positive youth development, youth will succeed and reach their highest potential. All services and resources are provided at no cost to the student, school, district, or state.

Homeless youth face numerous barriers to education that prevent many of them from completing high school or achieving post-secondary education. This affects a young person's future ability to live independently, and results in undeveloped learning and communication skills, leading youth to have future difficulty integrating into society.

These problems, coupled with the lack of a diploma, lead youth to face severe challenges in supporting themselves emotionally and financially. A 2018 study prepared for the Arizona Mayors Education Roundtable indicated that approximately 18,000 children dropped out of school each year, resulting in a lifetime cost to society of over $9.2 billion. That is an average cost of $498,920 per child. Without proper education or a diploma, unaccompanied youth find themselves contributing to unemployment rates in America.

6. (10 Points) Identify how the proposal meets one or more of the City Council's CDBG Priorities:	The Host Family Program provides youth experiencing homelessness with safe and stable housing through graduation. This meets the objective of providing a suitable living environment. Through the Empowering Youth For The Future program, the youth coaches and youth explore the resources offered through our comprehensive social services program, including housing, basic needs, life skills training, a plan for post-graduation, and much more. By providing these services, youth will stay in school, complete their education, and graduate. Youth who secure a high school diploma have more economic opportunities than those that do not complete school. Approximately 60 percent of youth participating in the program that graduate enroll in post-secondary education. Securing a degree increases the chances of obtaining employment that will provide a sustainable income. Additionally, approximately 30 percent of youth participating in the program who

graduate want to go directly into the workforce, HYC collaborates with St. Joseph the Work (SJW) and Trinity Opportunity Alliance to provide a comprehensive set of services to assist homeless youth, providing a supported pathway to employment and independence. This collaborative support will prepare disconnected and homeless youth to be employment-ready, including completing their high school educations, with the ultimate goal of helping them to secure employment with local companies that offer entry-level positions with competitive wages, benefits, and opportunities for growth. Obtaining a job that fits these criteria will put them on the pathway to long-term employment and economic self-sufficiency.

7. (10 Points) Identify how the proposed project is consistent with the needs, priorities, goals, and objectives identified in the City of Flagstaff 2021-2025 Consolidated Plan.	HYC's Host Family Program, which is part of the Empowering Youth For The Future program addresses the City's Consolidated Plan Priority Need of Addressing Homelessness by increasing the number of emergency/transitional beds, which is a high priority for the plan. HYC's Host Family Program will add shelter beds as needed. The host family provides shelter, food and transportation for youth, while the organization delivers case management and comprehensive services. The Host Family Program was highly recommended for rural areas because it addressed the transportation and geographic barriers homeless youth experience when trying to access services. HYC's goal is to identify host families that live near the schools that youth are attending. For many youth, schools provide an essential support system, as well as a sense of consistency and safety. Since the program began, HYC has assisted more than 120 unaccompanied homeless youth with housing through the Host Family program. Once we have increased awareness and established relationships in the community for the Host Family program, we anticipate having five host homes to serve the unaccompanied youth attending high school in Flagstaff on an annual basis. Host homes allow us to increase the inventory of shelter beds without the construction or operational costs of shelter space.

Narrative Questions Continued

Answer the following questions for ALL submissions:

Please ensure that each question is accompanied with a thorough answer in the proper order. Repetition is acceptable.

8. (5 Points) If applicable, indicate whether the project is specific to one of the four target neighborhoods and/or if the	HYC will partner with Coconino High School to provide basic needs and resources to youth experiencing homelessness. Coconino High School is located in the Sunnyside neighborhood.

program office is located in one of the below target neighborhoods.

9. (10 Points) Describe the proposed scope of the project:

HYC is requesting funds from the City of Flagstaff for the Host Family program part of the Empowering Youth For The Future (EYFTF) program. Funding would be used to hire a Community Outreach Manager to recruit families for the Host Family component of the EYFTF program.

HYC serves homeless youth between the ages of 13 and 21. The AZ Dept. of Education reported more than 7,500 homeless youth, in 9th-12th grade, live in Arizona and more than 1,800 are unaccompanied youth. In the Flagstaff Unified School District liaisons report between 75 and 100 homeless youth in 9th-12th grade, and 30 of those are unaccompanied homeless youth. These students face numerous barriers to education, keeping many of them from completing high school or achieving post-secondary education. Most individuals are unaware of the youth we serve because they are invisible. They are not part of the child welfare system, and they do not ask for help. Homeless youth are identified by their teachers, counselors, and coaches.

HYC partners with more than 120 high schools in Maricopa County and Flagstaff including high schools in the Flagstaff Unified School District and Ponderosa High School. We anticipate serving 600 homeless youth, including 60 youth attending school in Flagstaff.

The EYFTF program was designed in 2014 and is ongoing. In 2015, HYC added the Host Family component to address housing for unaccompanied homeless youth. Because HYC serves 120 high schools in two counties, covering more than 9,000 square miles, HYC needed to implement a program that would provide housing for youth throughout a large geographic area. The Host Family program was highly recommended for rural areas because it addressed the transportation and geographic barriers homeless youth experience when trying to access services. Host homes offer a safer transitional-type housing that is non-institutional and allows young people to stay connected to the natural supports in their communities. Additionally, the host homes do not have the traditional operating costs associated with a traditional residential facility.

HYC has a unique operational model. As mentioned earlier, youth coaches typically meet with youth at the high school. Additionally, they have a home office. HYC will not require a physical location in Flagstaff in order to provide services. HYC’s operational structure allows youth coaches to adapt direct service for homeless youth in response to the pandemic. Normally, youth coaches meet with youth experiencing homelessness at their school. During the pandemic, youth coaches met with youth at their home, while practicing social distancing, as well as through phone, email, and social media. HYC continues to meet youth at their schools, home, or wherever the youth can meet.

10. (10 Points) Agency mission and commitment to diversity, equity, and inclusion.

Homeless Youth Connection's (HYC) mission is to eliminate barriers to graduation for homeless youth and create lasting solutions for a successful future through community support and increased awareness.

Since 2010, HYC has served more than 3,500 homeless youth. The population is typically made up equally of males and females, with approximately 20% of the population identifying as LGBTQ. Our demographics are 40% Hispanic/Latino, 33% Caucasian, 19% African American, 6% Native American, 1% Asian/Pacific Islander, and 1% Native Hawaiian.

As part of the federal funding HYC receives, the organization must commit to providing a positive youth development and trauma informed care approach. HYC uses a strengths-based approach with all students, utilizing a positive youth development model for services and Outreach. This model ensures that each student is the focus of their own program, allowing youth coaches to customize the program goals and activities to fit the uniqueness, individuality, and culture of each student. In this way, our team is trained to shape and mold the program to meet the values, traditions, priorities, and goals of each student on a personal and culturally appropriate level.

For the past year, HYC has participated in trauma informed training with the Arizona Trauma Institute. In May, HYC will complete the process to become a Certified Trauma Informed Agency.

HYC participates in Racial Equity training offered through Maricopa Association of Governments. HYC also provides cultural diversity training to our staff from One-n-Ten and other organizations. HYC has established staff and board diversity committees to ensure the organization addresses diversity and inclusion in all levels of its operation and service, including relationships with staff, youth, donors, volunteers, and community partners.

As part of HYC's policies, the organization has employment policies and procedures that promote equity, inclusion, and diversity.

The youth who participate in the HYC program are referred by homeless school liaisons in each school. Schools utilize the McKinney-Vento Act definition to identify youth as homeless. The 2019 Arizona Department of Education (ADE) Report found that 21,062 children, kindergarten through 12th grade, were homeless throughout the state. Of the children identified as homeless, 73% of the children were reported as doubled-up, 13% were living in shelters, 3% were living in unsheltered situations (such as cars, parks, campgrounds, and abandoned buildings), and 11% were temporarily residing in hotels or motels due to the lack of alternative adequate accommodations. HYC's population mirrors these statistics. Historically, 70% of youth participating in the HYC program are part of an entire family who is homeless, and 30% are unaccompanied homeless youth.

This 30% of unaccompanied youth do what they have to in order to survive, such as sleeping in cars, bartering sex for shelter, couch surfing from one friend's house to another, or residing with abusive family members. Without real support, such youth may find themselves in and out of jail, dependent on the welfare system, or living their lives in a chronic state of crisis and homelessness.

Approximately 40% of youth participating in the HYC program are seniors or second-year seniors between the ages of 17 and 21. Based on intake reports, these youth frequently lack basic needs (clothing, food, hygiene items), are behind academically, have not developed basic life skills, and lack resources to obtain gainful employment. They are at greater risk of developing emotional, mental health, and medical issues; many have not been to the doctor or dentist in several years. They often lack access to reliable transportation, and their housing has been unstable for most of their high school experience.

Homeless youth are at a greater risk than their non-homeless peers of being chronically absent from school. Chronic absenteeism is associated with lower academic achievement and higher dropout rates. Homeless youth have lower high school graduation rates than their peers.

11. (10 Points) Accessibility of Programs and Services	Homeless Youth Connection (HYC) will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in our services, activities, programs and other benefits. The policy of HYC is to ensure meaningful communication with LEP clients and their authorized representatives involving their case plans. The policy also provides for communication of information contained in program documents, including but not limited to, intake and disclosure forms, financial and benefit forms, Plan for the Future documents, etc. All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and clients and their representatives will be informed of the availability of such assistance free of charge. Language assistance will be provided through use of competent bilingual staff, staff interpreters, contracts or formal arrangements with local organizations providing interpretation or translation services, or technology and telephonic interpretation services. All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter. HYC will conduct a regular review of the language access needs of our client population, as well as update and monitor the implementation of this policy and these procedures, as necessary. Please see the attached policy for full details of procedures. Homeless Youth Connection (HYC) is committed to complying fully with the Americans with Disabilities Act (ADA) and other applicable federal, state, and

local laws. We are also committed to ensuring equal opportunity in employment for qualified persons with disabilities. We make our employment decisions based on the merits of the situation in accordance with defined criteria, not the disability of the individual. Further, HYC is committed to not discriminating against any qualified employee or applicant because the person is related to or associated with a person with a disability.

Reasonable accommodation is available to an employee with a disability when the disability affects the performance of job functions. HYC will attempt to reasonably accommodate qualified individuals with a temporary or long-term disability so that they can perform the essential functions of the job, unless doing so would create an undue hardship for the operations of HYC.

If an employee is currently disabled or becomes disabled during their employment and is in need of a reasonable accommodation, they will be instructed to contact their supervisor to assist them with evaluating reasonable accommodations that may enable the employee to perform the essential functions of their job.

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12. (10 Points) Provide recent statistics, data, or other information to define the local community need for the proposed project. Please be detailed regarding local needs within Flagstaff city limits. Be sure to provide data relative to the population your project will serve.

The McKinney-Vento Education Liaison from the Flagstaff Unified School District reported that 70 to 100 youth were identified as homeless for the past several school years. Of those youth, 25 to 30 were identified as unaccompanied homeless youth. Last year, 12 of these youth dropped out as a result of the pandemic.

Through the McKinney-Vento Act, schools are provided with funds to assist homeless youth with their educational needs. However, most of the schools run out of this funding before the end of the school year. HYC was founded to meet the needs created by the gaps in funding schools experience as a result of limited McKinney-Vento funding.

According to the National Alliance to End Homelessness, in many urban communities, the youth homelessness system consists of programs to assist youth only after they become homeless. The majority of nonprofit or government services for homeless youth focus on runaway and homeless youth who are not attending high school. For youth under 18, most efforts help youth avoid the need for emergency shelter whenever possible by connecting and/or reunifying them with members of their family or other natural supports.

Far too often, youth become homeless because neither the public child welfare system nor the private nonprofit agencies offer early intervention or prevention. This creates a gap through which many at-risk youth fall, creating avoidable episodes of homelessness. HYC addresses these challenges by filling gaps in available services and providing effective interventions that meet the needs of homeless youth attending high school in Coconino County.

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13. (10 Points) How will you identify success? Describe how your successes will be monitored/evaluated beyond CDBG/Local Recovery Funds requirements.

Program success will be measured by the number of host families HYC is able to identify and recruit to provide safe and stable housing to homeless youth through graduation. Expected outcomes include:

Five unaccompanied homeless youth will receive safe and stable housing through the Host Family program.
• 90% of host family youth will have housing stability through the school year in the Host Family program.
• 100% of host family youth will participate in a clinical assessment with a licensed professional counselor.
• 90% of exiting host family youth will exit to a safe and stable housing destination.
• 75% of host family youth will be employed or looking for work.

Additionally, youth will benefit from the following as a result of their participation in the EYFYF program including:

60 homeless youth will be served through case management.
• 90% of homeless youth will remain enrolled and complete the school year.
• 80% of homeless youth will be fluent in public transportation.
• 75% of homeless youth will self-report an increase in their independent living skills.
• 35% of homeless youth will participate in workforce services through partnership.
• 80% of homeless youth will have health insurance, food assistance, vital documents.
• 90% of homeless youth will complete a human trafficking screening.
• 90% of homeless youth will develop their Plan for the Future.
• 90% of homeless youth will complete a Permanent Connections graph.
• 90% of homeless youth will report having one non-RHY staff adult who they can go to for support and advice through their Permanent Connections graph.

10 homeless youth who are seniors will graduate high school.
• 90% of homeless youth who are seniors will remain enrolled or graduate.
• 90% of homeless youth who are seniors will complete their Plan for the Future.
• 30% of homeless youth who are seniors will be employed.

HYC uses short- and long-term goals designed to help increase the development of each youth and provide them with skills to be independent and resilient adults. Goals focus on improving safety, well-being, self-sufficiency, and increasing permanent connections.

Evaluation
Each youth will partner with their youth coach to develop a Plan for the Future, individualized to their specific strengths, goals, and vision. Youth coaches meet weekly with youth to discuss progress on their plan towards identified goals and

	develop next steps. The plan encompasses such areas as education, employment, life skills, housing, healthcare, and money management. Youth coaches maintain documentation notes on each visit and youth activity to track progress and needs. Plans for the Future are evaluated at least every two weeks and again at the end of each youth's program to determine areas of success. Success is determined individually for each youth. At the beginning of the program, youth complete a self-assessment on their readiness for independence. At the end of the program, youth take the assessment again and aim to improve overall scores unique to them. HYC also uses an online database called the Homeless Management Information System (HMIS). This database stores digital records and progress for all youth participating in HYC. The database also allows the youth coaches and HYC's management team to evaluate data department-wide to compare with HYC's program goals.
14. (10 Points) Briefly describe the scope of the community collaboration surrounding the proposed project.	HYC's primary collaborative partners are the high schools throughout Maricopa and Coconino Counties. HYC has a Memorandum of Understanding (MOU) with each district including Flagstaff Unified School District (FUSD). Please find attached the MOU for FUSD. HYC's youth coach utilizes the office and resource closet at Summit High School, as well as an office at Ponderosa High School. HYC will also provide assistance to homeless youth referred by Northland Family Help Center (NFHC). We are also happy to share in-kind donations with NFHC. HYC is working with Catholic Charities to identify a housing unit that can be used as an emergency home while host families are being identified. HYC has had a partnership with Catholic Charities to operate an emergency/transitional home in Goodyear for the past three years. Please find attached a copy of the MOU with Catholic Charities for the Goodyear property. HYC has a commitment from Northern Arizona United Way for $3,250.00 to support the EYFTF program. Please find attached the award letter.
15. (10 Points) Is your agency participating in the coordinated entry, also known as Flagstaff's Front Door? Is your agency a member of Continuum of Care? To what extent does your agency participate?	HYC does not participate in the coordinated entry process because the majority of youth who are homeless are part of an entire family that is homeless and already a part of the system. Additionally, through HYC's Host Home Housing program, we can provide unaccompanied homeless youth with housing options without taking any inventory from Flagstaff's Front Door. HYC's Director of Youth Services and Flagstaff Youth Coach attend the Continuum of Care meetings. They are not official members of the committee; however, we are researching the possibility when it becomes available.

Question 15 Attachment	*Field not completed.*

Narrative Questions Continued

16. (10 Points) Briefly describe the organizations capacity for federal grant management:	HYC has been the recipient of government funding for eight years, including CDBG funds and federal Runaway and Homeless Youth (RHY) funding. In 2019, HYC was awarded a $189,000 grant from RHY for three years. For the past nine years, HYC has received funding from local municipalities including the cities of Avondale, Buckeye, Glendale, Goodyear, Litchfield Park, Mesa, Peoria, Phoenix, and Tolleson. Grants range in size from $1,200 to $50,000. On average, HYC receives approximately $50,000 annually in CDBG funding from the municipalities. HYC has never had to return awarded funds or ask for a budget extension. Funding awards for the past three years are listed below. City 2018/2019 2019/2020 2020/2021 Avondale 4,000 3,850 5,000 Buckeye 5,000 5,000 5,000 Glendale 4,500 25,000 Glendale From the Heart 4,500 5,000 4,500 Goodyear 1,535 1,500 1,500 Litchfield Park 1,525 1,250 1,200 Mesa 9,640 Peoria 2,500 2,500 Phoenix 30,000 50,000 Tolleson 2,500 FSBY – Runaway and Homeless Youth Act – TLP Program 189,000 189,000 189,000 During the past twelve years, HYC has built a strong, diverse funding base to include support from corporations, foundations, churches, service organizations, local businesses, municipalities, United Way, and individuals to support the needs of homeless youth. Eighty-five percent of HYC donors have supported the program for multiple years. Their areas of focus include education, youth, and homelessness, which align with the EYFTF program. HYC also has an annual campaign that focuses on the Charitable Tax Credit, which targets individual donors. Additionally, HYC's development team has developed and implemented a comprehensive donor and volunteer cultivation program. HYC has never been asked to return awarded funds for cause. HYC has never requested a budget amendment or contract extension.

17. (10 Points) Divide the execution and administration of the project into areas of responsibility.	Dawn Bogart is HYC's CEO, and she is responsible for completing the application to the City of Phoenix. She oversees the majority of fund-raising efforts including government applications and contracts. Dana Bailey is HYC's COO, and she is responsible for agency operations including the development team. She is responsible for the supervision of the Community Outreach Manager. Korina Mitchell is HYC's office manager, and she is responsible for the financial reporting of the grant. HYC's CEO Dawn Bogart has 30 years of experience working with nonprofit organizations. Ms. Bogart has experience in fundraising, nonprofit management, finance, program development and implementation, donor development and recognition, volunteer development, event management, strategic planning, and fiscal management. She also has an extensive working relationship with Valley corporations, foundations, the ecumenical community, service organizations, United Way, and government entities. She has raised more than $15 million for homeless families and children. Ms. Bogart has a BS in Journalism/Public Relations and the Nonprofit Management Certificate from ASU Lodestar. Dana Bailey joined HYC as our Chief Development and Marketing Officer in January 2019 and became our Chief Operating Officer in March 2020. Oversees HYC's ongoing operations and procedures while establishing policies that promote the organization's culture and vision. Directs the fundraising strategy for individual and corporate giving through a variety of initiatives. Develops and manages communications and marketing strategy for the agency's public relations, social media, donor relations, and community outreach efforts. Actively involved with board development and organization's strategic planning. Creates and directs the fundraising strategy for individual and corporate giving through a variety of initiatives. Develops and manages communications and marketing strategy for agency's public relations, social media, donor relations, development campaigns, speeches, etc. Oversees community outreach efforts including special events, volunteer relations, in-kind donations, and third-party events. Actively involved with board development and organization's strategic planning. Responsible for leading the development team. Korina Mitchell joined HYC in November 2015 as the Office Manager. She has more than 25 years of experience as an administrative professional with much of it in the non-profit sector. As Office Manager, she enjoys supporting others and making a difference while always looking for new challenges and goals. She says every day is an opportunity to grow, learn and do good for the world. She is responsible for general office support, managing all administrative support as well as support to the Chief Executive Officer.
Question 17 Attachments	Resolution for authorization.pdf

18. (10 Points) Tab 7 of the checklist requests a Schedule of Completion for this proposed project.	Funding from the City of Flagstaff will pay a portion of the Community Outreach Manager's salary. HYC will provide 1 FTE Community Outreach Manager to recruit host families to assist with housing for youth experiencing homelessness in the FUSD. Funding will be drawn quarterly ($7,500.00) and will be expended by the end of the school year.
Question 18 Attachment - Schedule of Completion	Schedule of Completion COM rev2.docx
19. (10 Points) Tab 8 of the checklist requests a budget for this proposed project.	Please see the attached budget.
Question 19 Attachment - Project Budget	2022-2023 Budget EYFTF.xlsx
20. (10 Points) Evidence-based interventions are practices or programs that have evidence to show that they are effective at producing results and improving outcomes when implemented.	In 2015, HYC decided to implement the Host Family program as a result of extensive research on housing models for homeless youth. The research included a study by the National Alliance to End Homelessness - Housing and Outreach Strategies for Rural Youth Best Practices from the Rural Youth Survey. The report detailed the significant challenges homeless youth who live in rural areas experience. Considering that HYC serves 120 high schools across 9,000 square miles in Maricopa County and the City of Flagstaff, the geographic locations are more aligned to rural areas versus a metropolitan city. The report indicated that the major causes of rural homelessness include high rates of poverty and unemployment, a lack of affordable housing, and inadequate incomes. Youth experience greater challenges than their adult counterparts, since housing and employment opportunities are even more severely limited. Additionally, many rural areas have limited social services options, and many youth lack transportation options for accessing these services when they do exist. The report indicates that the host home model worked well in rural communities because it addresses the challenge of transportation, geographic barriers, and lack of services. The report indicated that part of the recruitment process included making presentations to speaking to community groups, Rotary Clubs, Kiwanis, local businesses, service provider groups about the host family model. Because HYC was founded by a grassroots group of churches and services organizations we reached out to these initial groups to see if anyone would be interested in being a host family. Thankfully because of several strong relationships, HYC identified a number of individuals that were interested in becoming a host family. This strategy worked well because the groups were already familiar with and engaged in HYC's program. As HYC expanded throughout Phoenix, we identified more service organizations,

	churches, and employee groups interested in supporting the Host Family program. Since implementing the program, HYC has secured more than 130 host families to provide safe and stable housing for youth experiencing homelessness. Many of the host families provide housing to youth beyond graduation if the youth enrolled in college. Unfortunately, this is not the case in Flagstaff. Since the determination was made to expand services to Flagstaff, HYC's development team has been contacting local churches, service organizations, and PTO groups to introduce the HYC program, including the Host Family program. The development team has given presentations and followed up with phone calls and emails to individuals that may be interested in being a host family. Primarily due to the pandemic, presentations have been given virtually. Additionally, the development team is in Phoenix. HYC believes that having an individual that lives in the Flagstaff community and is willing to meet with groups and individuals in person, we would have more success in recruiting individuals to be host families. Once a Community Outreach Manager is hired, they will follow up with the groups HYC has already contacted and schedule in-person meetings to provide more detail about the program. Our goal is to identify, recruit and train a minimum of five families or individuals to participate in the Host Family program.
21. (10 Points) Has your agency received CDBG funding and/or other City of Flagstaff funding in the past? What is the status of CDBG grant allocations from a prior year(s)?	HYC was awarded a CDBG grant from the City of Flagstaff this past year to support the Empowering Youth For The Future program. Funding is designated to support case management services for youth experiencing homelessness who are attending high school in Flagstaff. HYC signed the contract in January 2022. HYC has not drawn any funding, however, we began providing services to the FUSD and Ponderosa High School in August 2021. HYC hired a youth coach to work with the four high schools to meet the needs of youth identified as homeless by their school liaisons. To date, HYC has served 24 youth, including four unaccompanied youth who are in need of housing.
Is there any other information you would like the Ranking Committee to know about your organization or project that is not already covered?	To ensure sustainability in each district, HYC works with local municipalities, churches, service organizations, PTO groups, and employee organizations in each district to secure funding and engage volunteers to support the high schools in their neighborhood. On average it costs HYC approximately $114,000 to serve one school district. Our goal is to secure approximately 50 percent of those funds from the local community. HYC will cover the remaining cost with funding from large corporations, foundations, federal and county grants, individuals, community events, and United Way.
Appendix A	
Appendix A	

City of Flagstaff Sub-Grant Agreement – Insurance Requirements

The Agency and it's sub-agencies shall procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Agency, its agents, representatives, employees, or sub-agencies, until all of their obligations have been discharged, including satisfaction of any warranty periods under this Agreement.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Agency from liabilities that might arise out of the performance of the work under this Agreement by the Agency, its agents, representatives, employees, or sub-agencies, and the Agency is free to purchase additional insurance as may be determined necessary.

1.1 Minimum Scope and Limits of Insurance. The Agency shall provide coverage at least as broad and with limits of liability not less than those stated below.

1.1.1... Commercial General Liability - Occurrence Form

General Aggregate ..... $ 2,000,000

Products-Completed Operations Aggregate..... $ 1,000,000

Each Occurrence ..... $ 1,000,000

1.1.2 .. Umbrella Coverage..... $ 2,000,000

1.1.3... Automobile Liability - Any Auto or Owned, Hired, and Non-Owned Vehicles

Combined Single Limit Per Accident

or Bodily Injury and Property Damage..... $ 1,000,000

1.1.4... Workers' Compensation and Employer's Liability

Workers' Compensation..... Statutory

Employer's Liability: Each Accident ..... $ 500,000

Disease-Each Employee..... $ 500,000

Disease-Policy Limit..... $ 500,000

1.2 Self-Insured Retentions/Deductibles. Any self-insured retentions and deductibles shall be declared to and approved by the City. If not approved, the City may require that the

insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. The Agency shall be solely responsible for any self-insured retention amounts. City at its option may require the Agency to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

1.3 Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1.3.1 Commercial General Liability and Automobile Liability Coverages

1.3.1.1 The City of Flagstaff, its officers, officials, agents, employees, and volunteers are to be listed as additional insureds with respect to liability arising out of: activities performed by, or on behalf of, the Agency, including the City's general supervision of the Agency; products and completed operations of the Agency; and automobiles owned, leased, hired, or borrowed by the Agency.

1.3.1.2 The Agency's insurance shall contain broad form contractual liability coverage.

1.3.1.3 The Agency's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Agency's insurance and shall not contribute to it.

1.3.1.4 The Agency's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

1.3.1.5 Coverage provided by the Agency shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

1.3.1.6 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the Agency for the City.

1.3.2 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the Agency for the City.

1.3.3 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to: Risk Manager, 211

W. Aspen Avenue, Flagstaff, AZ, 86001, and shall be sent by certified mail, return receipt requested.

1.3.4 Acceptability of Insurers. Insurance shall be placed 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 in no way warrants that the above-required minimum insurer rating is sufficient to protect the Agency from potential insurer insolvency.

1.3.5 Verification of Coverage. The Agency shall furnish the City with Certificates of Insurance as required by this Agreement. 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 Project name/description and City contract number shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Agency commences work.

1.3.5.1 Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall be a material breach of Agreement.

1.3.5.2 All Certificates of Insurance required by this Agreement shall be sent directly to: Stacey Brechler-Knaggs, Grants Administrator, 211 West Aspen Avenue, Flagstaff, Arizona, 86001. The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement, at any time.

1.3.6 Sub-agencies. The Agency's Certificates of Insurance shall include all sub-agencies as insureds under its policies, or the Agency shall furnish to the City separate Certificates of Insurance for each sub-agency. All coverages for sub-agencies shall be subject to the minimum requirements identified above.

1.3.7 Approval. Any modification or variation from the insurance requirements in this Agreement shall have prior approval from the Flagstaff City Attorney's Office and the Risk Manager, whose decision shall be final. Such action shall not require a formal Agreement Amendment but may be made by administrative action.

Appendix B

Appendix B

2021 Area Median Income Limits for the City of Flagstaff

Appendix C

Appendix C - Schedule of Completion	Funding from the City of Flagstaff will pay a portion of the Community Outreach Manager's salary. HYC will provide 1 FTE Community Outreach Manager to recruit host families to assist with housing for youth experiencing homelessness in the FUSD. Funding will be drawn quarterly ($7,500.00) and will be expended by the end of the school year.

Schedule of Completion - Template

Click to Download Schedule of Completion Template

Upload Appendix C - Schedule of Completion	Schedule of Completion COM rev2_1.docx

Schedule of Completion (Example)

Appendix D

Appendix D - Project Budget	HYC is requesting funding to pay for a portion of the salary for a Community Outreach Manager who will be responsible for securing host families to provide safe and stable housing for homeless youth participating in the EYFYF program.

Project Budget - Template

Click to download project budget template

Upload Appendix D - Project Budget	2022-2023 Budget EYFTF_2.xlsx

Project Budget - Example

Appendix E

Appendix E Project Ranking Form 2022/2023

City staff and the Ranking Committee will use this form to evaluate potential projects. (Click to Download)

Assessments are based on CDBG and/or ARPA CLFRF eligibility criteria and the needs of the citizens of Flagstaff as identified in the 2021-2025 Consolidated Plan. Consideration is given to past performance of the submitting organization.

A summary of this evaluation is presented to City Council for their review and consideration in making final funding decisions. Maximum potential scores are listed in parenthesis next to the ranking form question.

Appendix F	
Appendix F	
Additional Attachments:	Community Outreach Manager 12-2021_Final.pdf
Additional Attachments:	FUSD MOU FY22.pdf
Additional Attachements:	Homeless Youth Connections Letter of Support.pdf
Additional Attachements:	School District Boundaries.pdf

Homeless Youth Connection Schedule of Completion

Project Description - Empowering Youth For The Future – Host Family Program **Implementing Agency** - Homeless Youth Connection **Persons Served** – 60 youth experiencing homelessness in the FUSD and Ponderosa High School		
HYC is requesting funding for a community outreach manager to help secure host families who will provide housing to youth experiencing homelessness who are enrolled in Flagstaff high schools.		
Action Items	**Staff**	**Timeline**
Post job opening - Daily Sun, indeed, LinkedIn, community contacts including Flag COC to include in their job posting, and Lodestar job bank.	Office Manager	May 2022
Interview potential candidates	COO and Development Manager	June 2022
Hire Community Outreach Manager	Written offer completed by COO	July 2022
Onboard Community Outreach Manager – complete application and employee documents	Office Manager	July 2022
Training – introduction to HYC and Host Family program	Development team	July and August 2022
Community outreach to secure host families – presentations to churches, service organizations, PTO groups, and employee groups	Community Outreach Manager	Begin September 2022
Individuals from the above groups that are interested in becoming host families will meet with Community Outreach Manager to learn more information and address questions about the Host Family program.	Community Outreach Manager	Ongoing
Once a family/individual decides to become a host family they complete the application process. Please see attached application and check list	Director of Youth Services and Youth Coach	Ongoing
Potential host family meets with youth to determine if match will be a good fit.	Youth Coach	Ongoing
Once host family and youth agree, they review program guidelines	Youth Coach	Ongoing
Host family meets with youth coach monthly to ensure relationship is positive and safe.	Youth Coach	Ongoing

Project Budget						
City of Flagstaff	**Community Development Block Grant PY 2022/2023**					
Project Description:	Homeless Services					
Implementing Agency:	Homeless Youth Connection					
CoF Project Number:						
Persons Served:	60					
Date Submitted:	2/19/2022					
Item/Activity Identifier	**Item/Activity Desription**	**Source 1**	**Source 2**	**Leverage**	**In-Kind**	**Project**
		City of Flagstaff CDBG	**Federal/State/Local Funding**	**Agency Financing**	**Donations**	**TOTALS**
1	**Program or Project Related Expenses**					
A	Staff training			10,000		**10,000**
B	Stipend			80,000		**80,000**
C	Counseling			40,000		**40,000**
D	Student assistance(clothing, food, beds, vital documents, hotspots, computers, wi-fi, healthcare copays, prescriptions, educational assistance, household items, bikes, transportation)			50,000		**50,000**
E	Program Supplies			5,000		**5,000**
F	Emergency Host Home - Goodyear			30,000		**30,000**
G	Emergency Host Home - Flagstaff			30,000		**30,000**
H	Hatcher			20,000		**20,000**
I	HMIS/student database			8,000		**8,000**
J	Truck rental/car for Resource Closets			6,300		**6,300**
J	5 interns			10,000		**10,000**
K	In-kind donations and gift cards				240,000	**240,000**
2	**Administration**					**-**
A	Youth Coaches 12 FTE	30,000	450,000	73,386		**553,386**
B	Program Manager 3FTE			155,000		**155,000**
C	Director of Youth Services 1 FTE			85,000		**85,000**
D	Community Outreach Manager 2 FTE			94,658		**94,658**
E	Residential Assistant THH 2 FTE			62,000		**62,000**
F	Residential Assistants 7 Part-time			141,440		**141,440**
G	Payroll and EREs			185,552		**185,552**
H	Staff expenses (travel reimbursement cms, phone, training)			55,000		**55,000**
3	**Facility Value**					**-**
A	**Rent, utilies, maintenance**			84,000		**84,000**
B	Operating - accounting fees, bank fees, insurance, office suppliesprinting, postage, IT, advertising, etc.			44,192		**44,192**
						-
Total		30,000	450,000	1,269,528	240,000	**1,989,528**

Appendix E

Project Ranking Form 2022/2023

City staff will use this form to evaluate potential projects. Assessments are based on CDBG and/or ARPA CLFRF eligibility criteria and the needs of the citizens of Flagstaff as identified in the 2021-2025 Consolidated Plan. Consideration is given to past performance of the submitting organization. A summary of this evaluation is presented to City Council for their review and consideration in making final funding decisions. Maximum potential scores are listed in parenthesis next to the ranking form question

Agency Name: Homeless Youth Connection

CDBG Funding Requested: $30,000 ARPA CLFRF Funding Requested: _____

Name of Project: Empowering Youth for the Future

Area of service: X Citywide _____Other Qualified Census Tract: _____

_____Sunnyside _____La Plaza Vieja _____Pine Knoll _____Southside

Type of Project: X Public Service If Public Service, Congregate Care?____

____ Economic Development _____Public Facilities and Improvements _____Housing

CDBG Eligible? YES / NO ARPA CLFRF Eligible? YES / NO

Additional Considerations:

Ratio of dollars per person benefitted by proposed project: $500/ person

Has the organization administered a successful CDBG contract in past years? YES / NO

TOTAL RANKING SCORE: 172

POINTS POSSIBLE: 215

FOR CITY STAFF / RANKING COMMITTEE USE ONLY

~~1. (1 Point) Economic Development Activities ONLY~~

- ~~Did the agency correctly identify which economic development activity it was applying for?~~
- ~~Did the agency request technical assistance to determine the correct project category?~~

~~No (0 points) Yes (1 point)~~

---

2. – 4. (10 Points) Public Service Activities ONLY

How well does the answer define the following?

- A new service?
- A quantifiable increase in the level of an existing service?
- To what extent does the answer explain how the proposed project will fulfill service gaps in Flagstaff?

(Not at all) 0 1 2 3 4 5 6 7 8 9 10 (Very Much)

---

5. (10 points) CDBG Activities ONLY

How well does the answer explain how the project will achieve the CDBG Primary and National objectives?
How well does the response explain how the project will:

- Provide decent housing; or
- Provide a suitable living environment; or
- Expand economic development opportunities

(Not at all) 0 1 2 3 4 5 6 7 8 9 10 (Very Much)

---

6. (10 Points) CDBG Activities ONLY

How well does the answer explain whether the proposal meets one or more of the Council's CDBG Priorities?

Council's Priorities:

- Housing – Rental/Ownership
- Homelessness
- Neighborhood Revitalization
- Workforce Job Training

(Not at all) 0 1 2 3 4 5 6 7 8 9 10 (Very Much)

---

7. (10 Points) CDBG Activities ONLY
   How well does the answer document that the proposed project will meet the needs proposed in the in the City of Flagstaff 2021-2025 Consolidated Plan?

   (Not at all) 0 1 2 3 4 5 6 7 8 [9] 10 (Very Much)

---

8. (5 Points)
   Does the proposed project take place in one of the target neighborhoods? Does the answer explain how the organization will provide outreach to residents in target neighborhoods and LMI households city wide?

   [No (0 points)] Yes (5 points)

---

9. (10 points)
   How well does the answer explain the proposed scope of the project?
   Does the answer include:

   - Estimated number of persons to be served
   - Whether or not the project prepares for, prevents and/or responds to COVID-19 and how.
   - Current status of the project
   - Are construction/concept plans attached with a scope of work for construction/rehabilitation projects (this is required if applicable)
   - Is a price estimate/quote attached for construction/rehabilitation projects (this is required if applicable)?

   (Not at all) 0 1 2 3 4 5 6 7 8 [9] 10 (Very Much)

---

10. (10 Points)
    How well does the answer explain how the project advances the agency's mission? Does the answer demonstrate the agency's commitment to diversity, equity, and inclusion as well as documented steps taken to strengthen that commitment?

    (Not at all) 0 1 2 3 4 5 6 7 8 [9] 10 (Very Much)

---

11. (10 Points)
    How well does the answer explain how the organization will provide services to LEP and/or ADA persons?

    (Not at all) 0 1 2 3 4 5 6 7 8 [9] 10 (Very Much)

12. (10 Points)
How well does the answer justify the local need for the proposed project within Flagstaff city limits? Are recent local data and/or supportive statistics attached?

(Not at all) 0 1 2 3 4 5 6 7 **8** 9 10 (Very Much)

---

13. (10 Points)
How well does the answer describe the way in which the agency will define success beyond CDBG/ ARPA CLFRF requirements?

(Not at all) 0 1 2 3 4 5 6 7 8 **9** 10 (Very Much)

---

14. (10 Points)
Is there evidence of community collaborations that can be effective programmatic support? Does the answer provide evidence of the following?

- Additional leverage letters
- Agreements, staffing partnerships, etc.
- Are current letters of community collaboration/support attached?

(None) 0 1 2 3 4 5 6 **7** 8 9 10 (Extensive)

The Ranking Committee would have liked to see additional partnerships between HYC and other service providers in Flagstaff beyond the school district. HYC is encouraged to participate in Front Door case conferencing meetings to keep apprised of local resources.

---

15. (10 Points)
Is the agency participating in coordinated entry (Front Door)? Is a Memorandum of Understanding (MOU) or a letter from the Continuum of Care included?

No (0 points) Yes (10 points)

---

16. (10 Points)
How well does the answer describe?

- The organization's history administering this or similar projects?
- The organization's realistic capacity for undertaking this project.
- The organization's experience administering federal and state grants and complying with federal statutes?

- Has the agency ever been asked to return awarded funds?
- Has the agency ever requested a budget amendment or contract extension? If yes, was reasoning provided?

(Not at all) 0 1 2 3 4 5 6 7 8 [9] 10 (Very Much)

---

17. (10 Points)
Did the answer divide the organization's execution and administration of the project by the following?

- Name, titles, and resumes of the staff involved?
- Job descriptions for any new positions? Is the project manager identified?
- Is a distinction made between in-house staff and contracted assistance?
- Does Tab 6 include all staff positions and proposed positions?

(Not at all) 0 1 2 3 4 5 6 7 [8] 9 10 (Very Much)

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18. (10 Points)
Does Appendix C (Schedule of Completion) include the following?

- A narrative summary describing the expenditure of Funds
- The rate of expenditure and the predicted progress of the proposed schedule
- An estimated completion of project.

(None) 0 1 2 3 4 5 6 7 8 [9] 10 (Extensive)

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19. (10 Points)
Does Appendix D include a comprehensive budget for this proposed project? Is a narrative summary describing exactly what CDBG and/or ARPA CLFRF funds will pay for found in Appendix D?

- Are leveraged funding sources identified? Was formal documentation provided?
- For construction contracts, were bids and/or quotes provided?

(None) 0 1 2 3 4 5 6 7 8 [9] 10 (Extensive)

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20. (10 Points)
How well does the answer explain how evidence-based interventions are used in this project? Does the answer include information regarding:

- Obstacle(s) being addressed.
- Goals (s) set for the project.
- Methods used to reach the goal(s).
- Outcomes intended.

(Not at all) 0 1 2 3 4 5 6 7 8 [9] 10 (Very Much)

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21. (10 Points)
Has the agency received CDBG funding and/or another City of Flagstaff funding in the past? Is the Agency in good standing to receive federal and/or another City of Flagstaff funding?

(None) 0 1 2 3 4 5 6 7 [8] 9 10 (Extensive)

General Criteria

1. (10 Points)
How realistic is this project in terms of probability of success within the community?

(Not at all) 0 1 2 3 4 5 6 7 [8] 9 10 (Very)

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2. (5 Points)
How realistic is the 12-month Schedule of Completion? Was the correct format used in creating the schedule?

(Not at all) 0 1 2 3 4 [5] (Very)

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3. (15 Points)
How realistic is the project budget? Was the correct format used? Does the budget include:

- All funding sources to be used for the project, separating CDBG and/or ARPA CLFRF funds from non CDBG and/or ARPA CLFRF funds? (1 points)
- Leverage numbers on budget match to leverage letters (3 points)
- Is a realistic dollar amount assigned to any in-kind contributions? (1 points)
- Overall Budget Evaluation: (10 points)
    - Is the project cost effective?
    - What percentage of the project budget is leveraged funding?
    - What percentage of the budget is for administration? 5+
    - Is the budget logical? Etc.

0 1 2 3 4 5 6 7 8 9 10 11 [12] 13 14 15

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4. (10 Points)
Has the applicant exhibited competence in preparing the proposal?
Thorough and complete answers, well-written, correct grammar, easy to follow format, etc.

(Not at all) 0 1 2 3 4 5 6 7 [8] 9 10 (Very)

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5. Comments:

The Ranking Committee is concerned about the difficulties HYC will encounter in recruiting host families during a pandemic.

The Committee would like to see more collaboration between HYC and other housing service providers in Flagstaff to locate long-term, permanent housing options.

More information about how youth exit the program after graduation would have been appreciated.

Threaded Together

Sewing and Textile Employment Pathway (STEP) Program

Public Service Activity

Agency/Organization Name:	Threaded Together
Executive Director/CEO Name, Phone & Email:	Lindsey Watson, 928-527-3031, lindsey@threadedtogether.org
Program Manager/Grant Contact Name, Phone & Email:	Eileen Baca, 928-527-3031, info@threadedtogether.org
Mailing Address:	2710 N Steves Blvd, Suite 2
City:	Flagstaff
State:	Arizona
Zip:	86004
Physical Address:	2710 N Steves Blvd, Suite 2
City:	Flagstaff
State:	Arizona
Zip:	86004
Is your agency/organization a 501 (c) 3 non-profit organization, government entity or other(please explain)?	501 (c) 3 Organization
Please explain:	*Field not completed.*
Federal EIN/TIN #:	84-3148291

Agency DUNS Number:	117424607
Is your agency registered in the Federal System for Award Management?	Yes
Agency CAGE (Sam.gov) Number:	8HNB4
Is your agency/organization a participating member of the Coconino County Continuum of Care?	No
Is the project for the prevention, response, preparation or mitigation of COVID-19?	No
CDBG Funding Request:	$39,826
Local Recovery Funds Request:	*Field not completed.*

To determine your activity's eligibility for CDBG and/or ARPA Local Recovery Funds funding please contact kristine.pavlik@flagstaffaz.gov.

New or existing program:	Existing Program
Is the proposed project a quantifiable increase in services provided?	Yes
Project Name:	Sewing and Textile Employment Pathway (STEP) Program
Please provide a brief description of the project, including a scope of work	The Sewing and Textile Employment Pathway (STEP) program is a 4-6 month paid vocational training program in Flagstaff, AZ that expands economic opportunity for low to moderate income (LMI) residents and enriches our community. Housed in our Threaded Together Workroom, a full-service sewing

and how allocated funds will be used:	shop in the Sunnyside/Lower Greenlaw neighborhood, this program provides residents the opportunity to learn technical and employable skills in a safe and empowering environment. Through the STEP program, Threaded Together is also helping to develop viable urban communities by providing employment opportunities within walking distance of our partnering organizations. CDBG grant funds will be used to cover STEP training participants' wages, and to supplement staff wages for training time. Our space is a hub of creativity and connection for all of Flagstaff, and aims to promote inclusion, accessibility, and diversity through arts education and vocational textile training for LMI residents.
Area of service:	Sunnyside
Type of project:	Economic Development
Is the project related to congregate care services and/or facilities?	No
Total estimated number of persons to be assisted:	6
Populations Served:	Income Qualified LMI Households, Victims of Domestic Violence

(Section Break)

For CDBG Funding Requests Only:

National Objective:	Low/Mod Job Service Benefit (LMJ)
City Council CDBG Priority:	Workforce Development
2021-2025 Consolidated Plan Priority Need:	Public Services & Economic Opportunities
2021-2025 Consolidated Plan Activity:	Employment & Job Training Support Services
2021-2025 Consolidated Plan Priority Level & 5 Year Goal:	Low Priority, 15 people

(Section Break)

Name and Title of Authorized Representative:	Lindsey Watson, Executive Director
Signature of Authorized Representative:	Lindsey Watson
Date:	02/22/22

Narrative Questions

Narrative Questions

Please respond to the following questions in the order listed. Be sure to include the entire question in your response where appropriate.

(Section Break)

Answer Question 1 for CDBG Economic Development Activities ONLY (1 Point)

To find out if your activity is categorized as an Economic Development Activity please contact Kristine.Pavlik@flagstaffaz.gov.

1. Economic Development activities create jobs or support businesses in low income neighborhoods or for low income individuals. Please check one of these eligible activities if you are applying under the Economic Development Category.	Job Training (not including job training offered as a public service)

(Section Break)

Answer Questions 2, 3 and 4 for CDBG Public Service Activities ONLY (10 Points)

To find out if your activity is categorized as a Public Service Activity please contact Kristine.Pavlik@flagstaffaz.gov

2. Mark the public service activity that best fits your proposed service.	Employment services (e.g., job training)
3. Clearly define how the proposed service is either a new service or a quantifiable increase in the level of an existing service.	The proposed program is a quantifiable increase in our existing service. Our current vocational training program serves three low to moderate income (LMI) individuals over 18 months. Our proposed program expands service to six LMI individuals over 12 months.
4. Discuss similar services that are offered in Flagstaff and how the proposed service is different than what is already offered to the community (e.g., what gap will the proposed service fill?).	There are many employment opportunities for individuals with professional sewing skills in Flagstaff. Although there are many jobs in this industry, Threaded Together currently offers the only vocational training program in the area to teach these employable skills. The Sewing and Textile Employment Pathway (STEP) program at Threaded Together provides LMI residents with the education they need to confidently move into these roles and help our local businesses flourish and grow. In addition, STEP is a paid vocational program, unlike many apprenticeship programs that do not offer compensation during training.

(Section Break)

Answer Questions 5, 6, and 7 for CDBG Funding Requests ONLY

Some projects are eligible for both/either CDBG and ARPA Local Recovery Funds, to find out if your activity is eligible for ONLY CDBG Funding and not also Local Recovery Funds please contact Kristine.Pavlik@flagstaffaz.gov.

5. (10 Points) Identify how this proposed project achieves the CDBG Primary and National Objectives by addressing how the project will develop viable urban communities and benefit low-moderate income persons or neighborhoods.	The STEP program expansion improves economic opportunity for six LMI individuals over 12 months. In this program, STEP participants learn employable production sewing skills, while earning wages, in a flexible, creative, and uplifting environment. Upon completion of the program, our staff will help STEP participants transition to production sewing jobs in the area, or help them find a career path suited for them. Specifically, this program expands economic opportunities for participants by providing them with training in marketable skills, which will qualify them for higher wage jobs, and can also serve as a start towards entrepreneurship. Threaded Together is located in the Lower Greenlaw/Sunnyside neighborhood. The STEP program contributes to a viable urban community by offering

	vocational training and employment opportunities that are easily accessible for those living in surrounding areas.
6. (10 Points) Identify how the proposal meets one or more of the City Council's CDBG Priorities:	Our proposal meets the City Council's priority of increasing workforce development in our community. This program expansion provides paid vocational training and employment assistance for six LMI community members, preparing them to join the skilled labor workforce in Flagstaff. By training and employing residents of the Council's target neighborhoods, Threaded Together is serving LMI residents through a vocational program that increases their economic opportunities and their ability to participate in our local business economy.
7. (10 Points) Identify how the proposed project is consistent with the needs, priorities, goals, and objectives identified in the City of Flagstaff 2021-2025 Consolidated Plan.	Threaded Together's STEP program is consistent with the Council's needs, priorities, goals, and objectives, as defined in the Consolidated Plan under "Priority Need: Public Services & Economic Opportunities > Employment & Job Training Support Services > Low Priority > 15 people." Through our current cycle of STEP and our proposed expansion, Threaded Together facilitates employment training for over half (or 9 of 15 people) of the Council's desired 5-year goal. All STEP participants will be qualified as LMI, and we will specifically promote this program with our partner organizations in the target neighborhood of Sunnyside. This program provides participants with skills and support to significantly impact their individual economic opportunity, while also contributing to the city's economy by providing skilled workers to Flagstaff's textile businesses.

Narrative Questions Continued

Answer the following questions for ALL submissions:

Please ensure that each question is accompanied with a thorough answer in the proper order. Repetition is acceptable.

8. (5 Points) If applicable, indicate whether the project is specific to one of the four target neighborhoods and/or if the program office is located in one of the below target neighborhoods.	Our STEP program takes place at our facility in the Sunnyside/Lower Greenlaw Neighborhood. The program expansion specifically serves residents of Sunnyside through our continued partnerships with Sharon Manor and Northland Family Help Center. Both of these organizations serve LMI residents, and specifically offer help to survivors of domestic violence. We work closely with these organizations to provide materials and resources for residents about our programs and local job opportunities in the textile industry. While our focus is on promoting this program to participants from our partners, we will also expand eligibility to participate in the program to LMI residents citywide.

9. (10 Points) Describe the proposed scope of the project:

Our Sewing and Textile Employment Pathway (STEP) program expansion increases Threaded Together's capacity to support our community by providing vocational training to six LMI residents over 12 months, giving them the skills and tools they need to find meaningful employment at local businesses in Flagstaff's textile industry.

Our STEP program is a vocational training opportunity that provides instruction in professional production sewing techniques, so that participants gain the confidence and knowledge needed to secure employment in the textile industry. Currently, our STEP program serves three LMI individuals over 18 months. Using the knowledge and feedback gained from this program, our proposed STEP expansion has an adapted curriculum to prepare participants to enter the workforce more quickly and continue to grow their skills in the job they choose. This module-based curriculum teaches production sewing skills in conjunction with the projects coming into our workroom from local businesses, and other community needs such as PPE production. This curriculum is designed to teach foundational textile and sewing skills as well as production sewing, and gives apprentices an understanding of different ways they can apply what they are learning both professionally and personally. The projects in the curriculum build on each other to teach more advanced skills, and culminate in the apprentices designing and producing their own project in a small production run.

Participants will have 4 to 6 months to complete the STEP program, depending on the individual's learning capabilities and availability. This 4 to 6 month curriculum allows participants to be eligible to earn higher wages and contribute to supporting local businesses in a faster and more flexible timeframe than our original program. Participants' progress will be measured by their competence in the skills outlined in our STEP curriculum, and periodic evaluations with our staff will ensure the program is working for them. Upon completion of the program, Threaded Together supports participants in obtaining meaningful employment in the textile industry. We have worked with local businesses to develop and maintain an employment resource guide, which connects participants with employers looking for trained sewists.

The STEP program expansion continues to partner with two local agencies, Sharon Manor and Northland Family Help Center, to specifically provide this opportunity to their residents. As the STEP program takes place in our Threaded Together workroom, located at our facility at 2710 N Steves Blvd Suite 2 in the Lower Greenlaw/Sunnyside neighborhood, residents of these two facilities are within walking distance to this vocational training opportunity. In addition to partnering with these two organizations, we are expanding eligibility for this program to any Flagstaff resident who can be income qualified as LMI.

The STEP program is run primarily by Eileen Baca, Threaded Together's Administrative Director and Workroom Manager. Eileen guides apprentices through the STEP curriculum, and coordinates the curriculum with incoming workroom projects to provide educational opportunities. Tasha Miller Griffith, our

	Education Director, also helps develop the STEP curriculum and teaches fundamental skills to participants. Together they will continue to develop and implement our training program to help participants learn the skills they need to succeed in the textile industry workforce. While this program was not originally created in response to Covid-19, Threaded Together has seen first hand both the disruption that the pandemic caused to our medical facilities and their ability to obtain vital PPE, and the role that trained sewists can play in providing PPE to keep our medical professionals and community members safe in times of crisis. Threaded Together staff, contractors, and volunteers worked with Flagstaff Medical Center and Northern Arizona Volunteer Medical Corp to produce and distribute more than 25,000 masks and hospital gowns since the beginning of the pandemic. Our current STEP program participants are working on supplying reusable masks and scrub caps to facilities in Flagstaff and nearby reservation communities. While we cannot predict the course of the pandemic, we are confident that future participants in our STEP program will gain the skills to supply reusable PPE to our community if needed. Additionally, Covid-19 has caused unemployment rates to rise. By offering paid vocational training in a safe and flexible work environment, we have been able to provide residents in Flagstaff with employment opportunities during this uncertain time. This program was designed prior to the pandemic, but it is clear that this opportunity has been necessary in the age of Covid-19. With school closures, quarantines and illness, flexible work environments are even more vital for workplace success. Additionally, the need for sewists dramatically increased as supply chain issues disturbed our economy and caused PPE shortages, exposing workforce gaps in manufacturing. By training residents in these vital skills, we are contributing to the preparedness and resiliency of our community.
10. (10 Points) Agency mission and commitment to diversity, equity, and inclusion.	The Sewing and Textile Employment Pathway (STEP) program is at the core of our organizational mission. At Threaded Together our mission is to inspire creativity and connection through textile arts programs that partner with participants to nurture inclusive communities, cultivate agency, and develop employment pathways for people who have faced personal challenges and institutional injustices. The STEP program is designed to help all of our participants realize their own potential to affect positive change in their lives and their world, and foster interconnectedness for a more resilient community. Each year, we make organizational shifts towards becoming the most inclusive, equitable, and welcoming space possible. In 2021, we updated our mission statement to include asset-based language, respecting our participants and the strengths they bring to our programs, and to clarify our goals in supporting our community and its needs. Our staff participate in trainings on topics such as mental health first aid, diversity, and cultural awareness. In 2022, we are launching a new program to bring guest instructors from diverse backgrounds to teach textile arts workshops at Threaded Together. We have also recently developed a cultural equity statement to help guide our next steps to strengthen

	diversity, equity, and inclusion. One of our core goals is to improve the accessibility of quality arts programming and economic opportunities for everyone in our community. To further this goal, we focus on removing financial barriers to participation, creating a safe and inclusive community space, and diversifying those representing our organization to be reflective of the vibrant community we inhabit. We offer free and donation-based programs, and provide a sliding scale fee structure and scholarship opportunities for our classes. We explicitly welcome everyone to our space and celebrate the expression of different identities. At Threaded Together, we acknowledge that textile arts hold importance in many cultures. We are intentional about the content we offer, understanding that the history of textile arts in this country is often whitewashed. Our classes and events begin with a land acknowledgement. We offer freedom to our participants to create something that is both meaningful and interesting to them, and we do not uphold any type of hierarchy of techniques or ideas. We have created guidelines for our staff and volunteers to ensure that all of our participants are encouraged to express themselves freely and authentically. Because a majority of our staff and STEP participants are LMI, we work hard to maintain a flexible and safe work environment at all times. We understand that LMI individuals and families face extra challenges in maintaining a regular work schedule, and we know that providing a flexible schedule means that we are able to employ people who may struggle to meet the rigid requirements of other job opportunities. We strive to create a workplace culture of openness and support, where anyone experiencing an issue feels comfortable in expressing their concerns to our staff. Our staff is practiced at handling difficult situations with compassion and fairness, and holding tough conversations when needed, including addressing our own biases and blind spots.
11. (10 Points) Accessibility of Programs and Services	Improving accessibility of arts programming and economic opportunity is at the core of our mission. Although we do not currently have any permanent staff that are fluent in a language other than English, we are actively seeking opportunities to be able to better provide services to persons with Limited English Proficiency (LEP). We have hired our first STEP apprentice who is proficient in Spanish. We have also recently found a volunteer who is helping us translate some of our educational materials into Spanish. We have been able to make accommodations to our programming to better serve people with learning disabilities and those that are hard of hearing. And as our organization grows, we are keeping this commitment to improving accessibility at the forefront, and will continue to learn and seek out opportunities that improve our ability to provide services to those with disabilities and those with LEP.
12. (10 Points) Provide recent statistics, data, or	In 2021, the Zippia employment site ranked Flagstaff as the second worst job market in the nation. A lack of meaningful, well-paid job opportunities for

other information to define the local community need for the proposed project. Please be detailed regarding local needs within Flagstaff city limits. Be sure to provide data relative to the population your project will serve.	residents without post-secondary education is an ongoing challenge for our community. In addition, there are at least six small businesses in the city of Flagstaff which need individuals with professional sewing skills in order to operate and grow. Threaded Together frequently receives inquiries from these businesses looking to hire additional sewists. Threaded Together's STEP program is the only local training for these marketable skills. We are specifically tailoring this program to meet the needs of Flagstaff's LMI residents who have faced institutionalized injustices and personal hardships, based on insights gained through our partnering organizations and through working with our current STEP participants. STEP provides a flexible and safe learning and work environment where LMI residents can access the education and support they need to find skilled employment and help our local businesses flourish.
13. (10 Points) How will you identify success? Describe how your successes will be monitored/evaluated beyond CDBG/Local Recovery Funds requirements.	For the proposed STEP program expansion, we will identify success using two frameworks: Success, as determined through quantitative evaluation: Six participants completing the STEP curriculum, demonstrating competence in production sewing skills as outlined in the curriculum modules, and completing their final STEP projects Two-thirds of participants obtaining employment in the textile industry after completing the program Success, as determined through qualitative evaluation (pre- and post-program surveys): Participants report feeling improved quality of life, self-determination, sense of belonging, and resiliency after the program Participants report feeling supported during the program and in looking for employment upon graduation We will continue to monitor success of the program, beyond CDBG requirements, through our STEP Impact Evaluation System. Through yearly questionnaires, we monitor the impact of our program for at least 5 years post-graduation for apprentices who elect to participate.
14. (10 Points) Briefly describe the scope of the community collaboration surrounding the proposed project.	We currently have informal partnerships with both Northland Family Help Center (NFHC) and Sharon Manor to specifically provide the STEP apprenticeship opportunity to their residents. In addition, our STEP apprentices manufacture sewn items like reusable face masks and toiletry bags for donation to these facilities. We will work with both of these organizations over the course of the funding period to deepen these partnerships; for example, through separate funding we are working to expand our teen sewing programming to include a bridge site at the teen shelter at NFHC.

	Threaded Together will be providing $54,333 of the $94,159 proposed project budget through leveraged funding in the form of generated revenue from our workroom, retail store and classroom, volunteer time, and individual donations. We currently have production sewing projects with local businesses such as Dr. B Essential Weighted Blankets, Northern Arizona University and Northern Arizona Volunteer Medical Corps. We will continue to expand our contracts with community members and partner organizations. In addition, we anticipate funds for STEP to be donated from individuals and corporations.
15. (10 Points) Is your agency participating in the coordinated entry, also known as Flagstaff's Front Door? Is your agency a member of Continuum of Care? To what extent does your agency participate?	No, however, we have joined Continuum of Care and look forward to participating in meetings and developing further partnerships which will allow us to better serve our community
Question 15 Attachment	*Field not completed.*

Narrative Questions Continued

16. (10 Points) Briefly describe the organizations capacity for federal grant management:	In May of 2021, Threaded Together received our notice to proceed for a Community Development Block Grant in the amount of $32,240.00, for our first implementation of the STEP program. Even through the challenges of a global pandemic, we have been successfully training three apprentices in the program and are prepared for a program expansion. We have been completing our monthly reports and have experience complying with the regulations and requirements of the CDBG funding. We are confident in our ability to administer the proposed program expansion, as our team has shown an unwavering ability to adapt and adjust as needed amidst the dynamic nature of the pandemic. Eileen Baca's work currently includes training STEP participants, STEP curriculum development, completing administrative tasks for the CDBG grant and STEP, and grant reporting. Tasha Miller Griffith's work currently includes training STEP participants, STEP curriculum development, and assisting with grant reporting as needed. Rachel Kalnbach's work currently includes grant reporting and assisting with STEP training when needed. Lindsey Watson's work currently includes project oversight, outreach to partner organizations, and providing staff support. Our staff is committed to a successful implementation of this program expansion, and confident that we have the capacity to implement it. We have not been asked to return awarded funds. We have requested a contract extension for our original CDBG grant to extend our program from 12 months to

	18 months due to the pandemic. This allowed us to stagger the hiring of our apprentices to ensure safe practices at the height of the pandemic.
17. (10 Points) Divide the execution and administration of the project into areas of responsibility.	Eileen Baca - Administrative Director, Workroom Manager, and Project Manager Lindsey Watson - Executive Director Tasha Miller Griffith - Education Director Rachel Kalnbach - Programs Director See Tab 6 for STEP participant job description At this time, we do not foresee that any contracted assistance will be utilized. See Tab 11 for Threaded Together's Organizational Chart.
Question 17 Attachments	Resumes, Org Chart, Job Description Q 17.zip
18. (10 Points) Tab 7 of the checklist requests a Schedule of Completion for this proposed project.	The CDBG funds will be used to pay STEP participant wages and to supplement wages for staff time implementing the STEP program. As the participants work through the program, they and our staff will be paid on a bi-weekly basis, which will in turn expend our CDBG funds. Threaded Together will begin hiring the new STEP apprentices once we are given notice to proceed. The 4-6 month timeline for a program of approximately 350 total training hours will allow apprentices to work and learn at a pace that is compatible with their other responsibilities and their learning styles. Flexibility in the program duration for each apprentice will also allow Threaded Together to stagger the hiring of apprentices based on our workroom projects, community needs, and the progress of the participants already in the program. Our goal is for all six apprentices under the program expansion to complete their training within 12 months from the notice to proceed.
Question 18 Attachment - Schedule of Completion	EX-E_Schedule of Completion - CDBG Step.xlsx
19. (10 Points) Tab 8 of the checklist requests a budget for this proposed project.	Our Workroom Manager currently spends 50% of her time working on the STEP program. With the quantifiable increase in participants served in this expansion, we expect at least a 30% increase in instructor time for the STEP program, increasing her total time to 65%. 50% of her salary ($16,908) is leveraged through agency funding, and we are asking the additional 15% ($5,073) to be included in our grant funding. Our Education Director currently spends 15% of her time working on the STEP program ($3,843) and with the 30% increased instructor time, she will spend an additional 4.5% of her time on the STEP program ($1,153). Our Programs Director spends 5% of her time on STEP ($1,548). Our Executive Director volunteers 20% of her time to STEP, equating to $5,400 of in-kind donation. Apprentices are paid $16/hour for approximately 350 hours over the course of 4-5 months, equating to approximately $5,600 per participant.

	Fringe benefits equate to 11.06 percent of total salary costs Threaded Together pays to employees. General Operating costs were determined as follows Rent: $18,593 x 70%= $13,015 (While we have classes, workshops and other activities in our shop, the primary use is for STEP) Utilities: $2,997 x 70% = $2,098 Workers Compensation Insurance: $1200 x 70% = $840 Office Supplies: $1,400 x 30% = $420 CDBG funds will be used to pay STEP apprentices and for the increase in instructor time. Leveraged Funding Sources include the following: $28,700 in Workroom Revenue from secured production sewing contracts with local businesses $4,000 in projected additional workroom revenue from added production sewing contracts $4,000 in revenue from our retail shop with thrifted and made goods for sale $3,000 in individual donations $8,000 from classroom revenue to supplement STEP costs
Question 19 Attachment - Project Budget	Budget CDBG - STEP.xlsx
20. (10 Points) Evidence-based interventions are practices or programs that have evidence to show that they are effective at producing results and improving outcomes when implemented.	Flagstaff has a challenging job market, including a high cost of living, and a lack of meaningful, well-paid job opportunities for residents without post-secondary education. LMI residents who have faced many challenges often struggle in traditional low wage, high stress work environments. By providing paid training in production sewing skills to these residents, we are combating these obstacles by giving them access to higher-paying, more satisfying job opportunities. We are also able to aid local businesses needing skilled workers, allowing them to grow and provide more sustainable job opportunities. Our goal is for six LMI Flagstaff residents to complete the STEP training program, and at least two thirds of graduates find employment with a local sewing business. To accomplish this goal, we have designed a module-based curriculum to teach professional sewing skills in an approachable, incremental format. Apprentices will work closely with our staff to monitor their progress and needs throughout the program to further their success. We are creating networking opportunities where apprentices can meet with local sewing businesses, to support our apprentices in transitioning from the STEP program into meaningful local employment. We will also offer our STEP participants resources and support if they are interested in starting their own small sewing business. Across the country, vocational training is gaining recognition as a meaningful tool for education and transitioning workers into higher-paying jobs. As STEP is a new program for us, we are still in the stage of collecting information from our

	current apprentices about how the program has helped or aided them. However, our current participants report a very positive experience, and say that they feel very supported by our staff and excited about the skills they are learning. In addition, we have already adapted our STEP program model, based on feedback from our current participants and local businesses, to help participants enter the workforce more quickly as we have seen that some of our current participants have picked up skills quickly and the need for skilled sewists in Flagstaff is very high. We are committed to collecting qualitative and quantitative data from our participants as this program progresses, and continuing to adapt the program based on this feedback to best meet the needs of our participants and our community.
21. (10 Points) Has your agency received CDBG funding and/or other City of Flagstaff funding in the past? What is the status of CDBG grant allocations from a prior year(s)?	We were awarded a CDBG grant of $32,240.00 with a notice to proceed in May of 2021, to implement our initial STEP program. We are currently training three STEP apprentices, who are all at different stages of building their sewing skills and working their way through our curriculum. We have successfully created a work environment that supports our apprentices' needs, such as greater flexibility in scheduling and the ability to bring children to work occasionally, while responding to other demands such as increases in our production contracts. We have received very positive feedback from our current apprentices about their experience in the STEP program. We anticipate that our current apprentices will successfully complete the program. The initial program will be complete by October 2022. Based on feedback from our current program and from local sewing businesses, we have modified the STEP program for this proposed extension to be completed in a shorter time frame and to focus on production sewing skills. This shift will allow us to train more apprentices within a year, serving more LMI residents and making more skilled workers available for local sewing jobs. We have sent a program amendment to the CDBG committee to allow our current apprentices to elect to modify their participation in the STEP program and finish in a shorter time frame, as we have outlined in this application. The current participants will also have the opportunity to continue their training for the full 9 months/720 hours of the initial program if they wish to do so.
Is there any other information you would like the Ranking Committee to know about your organization or project that is not already covered?	As part of expanding eligibility to serve more LMI residents of Flagstaff for this program extension, we will make contact with the programs director of the Inmate Sewing Program at the Coconino County Detention Facility. Our goal is to promote the STEP program to formerly incarcerated individuals who have participated in the Inmate Sewing Program as a pathway to meaningful employment and participation in our community.
Appendix A	
Appendix A	

City of Flagstaff Sub-Grant Agreement – Insurance Requirements

The Agency and it's sub-agencies shall procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Agency, its agents, representatives, employees, or sub-agencies, until all of their obligations have been discharged, including satisfaction of any warranty periods under this Agreement.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Agency from liabilities that might arise out of the performance of the work under this Agreement by the Agency, its agents, representatives, employees, or sub-agencies, and the Agency is free to purchase additional insurance as may be determined necessary.

1.1 Minimum Scope and Limits of Insurance. The Agency shall provide coverage at least as broad and with limits of liability not less than those stated below.

1.1.1... Commercial General Liability - Occurrence Form

General Aggregate ..... $ 2,000,000

Products-Completed Operations Aggregate..... $ 1,000,000

Each Occurrence ..... $ 1,000,000

1.1.2 .. Umbrella Coverage..... $ 2,000,000

1.1.3... Automobile Liability - Any Auto or Owned, Hired, and Non-Owned Vehicles

Combined Single Limit Per Accident

or Bodily Injury and Property Damage..... $ 1,000,000

1.1.4... Workers' Compensation and Employer’s Liability

Workers' Compensation..... Statutory

Employer's Liability: Each Accident ..... $ 500,000

Disease-Each Employee..... $ 500,000

Disease-Policy Limit..... $ 500,000

1.2 Self-Insured Retentions/Deductibles. Any self-insured retentions and deductibles shall be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. The Agency shall be solely responsible for any self-insured retention amounts. City at its option may require the Agency to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

1.3 Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1.3.1 Commercial General Liability and Automobile Liability Coverages

1.3.1.1 The City of Flagstaff, its officers, officials, agents, employees, and volunteers are to be listed as additional insureds with respect to liability arising out of: activities performed by, or on behalf of, the Agency, including the City's general supervision of the Agency; products and completed operations of the Agency; and automobiles owned, leased, hired, or borrowed by the Agency.

1.3.1.2 The Agency's insurance shall contain broad form contractual liability coverage.

1.3.1.3 The Agency's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Agency's insurance and shall not contribute to it.

1.3.1.4 The Agency's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

1.3.1.5 Coverage provided by the Agency shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

1.3.1.6 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the Agency for the City.

1.3.2 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the Agency for the City.

1.3.3 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to: Risk Manager, 211 W. Aspen Avenue, Flagstaff, AZ, 86001, and shall be sent by certified mail, return receipt requested.

1.3.4 Acceptability of Insurers. Insurance shall be placed 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 in no way warrants that the above-required minimum insurer rating is sufficient to protect the Agency from potential insurer insolvency.

1.3.5 Verification of Coverage. The Agency shall furnish the City with Certificates of Insurance as required by this Agreement. 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 Project name/description and City contract number shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Agency commences work.

1.3.5.1 Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under

this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall be a material breach of Agreement.

1.3.5.2 All Certificates of Insurance required by this Agreement shall be sent directly to: Stacey Brechler-Knaggs, Grants Administrator, 211 West Aspen Avenue, Flagstaff, Arizona, 86001. The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement, at any time.

1.3.6 Sub-agencies. The Agency's Certificates of Insurance shall include all sub-agencies as insureds under its policies, or the Agency shall furnish to the City separate Certificates of Insurance for each sub-agency. All coverages for sub-agencies shall be subject to the minimum requirements identified above.

1.3.7 Approval. Any modification or variation from the insurance requirements in this Agreement shall have prior approval from the Flagstaff City Attorney's Office and the Risk Manager, whose decision shall be final. Such action shall not require a formal Agreement Amendment but may be made by administrative action.

Appendix B

Appendix B

2021 Area Median Income Limits for the City of Flagstaff

Appendix C

Appendix C - Schedule of Completion	The CDBG funds will be used to pay STEP participant wages and to supplement wages for staff time implementing the STEP program. As the participants work through the program, they and our staff will be paid on a bi-weekly basis, which will in turn expend our CDBG funds. Threaded Together will begin hiring the new STEP apprentices once we are given notice to proceed. The 4-6 month timeline for a program of approximately 350 total training hours will allow apprentices to work and learn at a pace that is compatible with their other responsibilities and their learning styles. Flexibility in the program duration for each apprentice will also allow Threaded Together to stagger the hiring of apprentices based on our

workroom projects, community needs, and the progress of the participants already in the program. Our goal is for all six apprentices under the program expansion to complete their training within 12 months from the notice to proceed.

Schedule of Completion - Template

Click to Download Schedule of Completion Template

Upload Appendix C - Schedule of Completion: EX-E_Schedule of Completion - CDBG Step_1.xlsx

Schedule of Completion (Example)

Appendix D

Appendix D - Project Budget

Budget Narrative
Our Workroom Manager currently spends 50% of her time working on the STEP program. With the quantifiable increase in participants served in this expansion, we expect at least a 30% increase in instructor time for the STEP program, increasing her total time to 65%. 50% of her salary ($16,908) is leveraged through agency funding, and we are asking the additional 15% ($5,073) to be included in our grant funding.
Our Education Director currently spends 15% of her time working on the STEP program ($3,843) and with the 30% increased instructor time, she will spend an additional 4.5% of her time on the STEP program ($1,153).
Our Programs Director spends 5% of her time on STEP ($1,548).
Our Executive Director volunteers 20% of her time to STEP, equating to $5,400 of in-kind donation.
Apprentices are paid $16/hour for approximately 350 hours over the course of 4-5 months, equating to approximately $5,600 per participant.
Fringe benefits equate to 11.06 percent of total salary costs Threaded Together pays to employees.
General Operating costs were determined as follows
Rent: $18,593 x 70%= $13,015 (While we have classes, workshops and other activities in our shop, the primary use is for STEP)
Utilities: $2,997 x 70% = $2,098
Workers Compensation Insurance: $1200 x 70% = $840
Office Supplies: $1,400 x 30% = $420
CDBG funds will be used to pay STEP apprentices and for the increase in instructor time.
Leveraged Funding Sources include the following:
$28,700 in Workroom Revenue from secured production sewing contracts with local businesses
$4,000 in projected additional workroom revenue from added production sewing

contracts
$4,000 in revenue from our retail shop with thrifted and made goods for sale
$3,000 in individual donations
$8,000 from classroom revenue to supplement STEP costs

Project Budget - Template

Click to download project budget template

Upload Appendix D - Project Budget: Budget CDBG - STEP_2.xlsx

Project Budget - Example

Appendix E

Appendix E Project Ranking Form 2022/2023

City staff and the Ranking Committee will use this form to evaluate potential projects. (Click to Download)

Assessments are based on CDBG and/or ARPA CLFRF eligibility criteria and the needs of the citizens of Flagstaff as identified in the 2021-2025 Consolidated Plan. Consideration is given to past performance of the submitting organization.

A summary of this evaluation is presented to City Council for their review and consideration in making final funding decisions. Maximum potential scores are listed in parenthesis next to the ranking form question.

Appendix F

Appendix F

Additional Attachments: Threaded Together Letters of Support.zip

Additional Attachments: Other Documents.zip

Additional Attachements: Financial Documents.zip

Additional Attachements: 2022 CDBG FINAL.docx

Project Schedule of Completion	
City of Flagstaff	**CDBG/ARPA CLFRF 2022/2023**
Project Description:	Sewing and Textile Employment Pathways (STEP) program
Implementing Agency:	
CoF Project Number:	
Persons Served:	6 individuals
Date Submitted:	2/22/2022

Action Items:	**Item Description**	**Program Year: 2022/2023**					**1st Month Begins with the Notice to Proceed**							
			1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th
1	Promote program and list job openings														
2	Train STEP apprentices														
3	Refine Training Program														
4	Collect STEP pre and post surveys														
5	Report progress														
7	Monitor employment post STEP														
8	Final Report														

Project Budget	
City of Flagstaff	**CDBG / ARPA CLFRF 2021/2022**
Project Description:	Sewing and Textile Employment Pathways
Implementing Agency:	
CoF Project Number:	
Persons Served:	6 Individuals
Date Submitted:	2/22/2022

Item/Activity Identifier	**Item/Activity Desription**	**Source 1**	**Source 2**	**Leverage**	**In-Kind**	**Project**
		City of Flagstaff CDBG	**Federal/State/ Local Funding**	**Agency Financing**	**Donations**	**TOTALS**
1	**Salaries & Wages**					**74,396**
A	Administrative Director	$5,073		$16,908		
B	Education Director	$1,153		$3,843		
C	Programs Director			$1,548		
D	Executive Director				$5,400	
E	STEP Apprentices	$33,600				
F	Fringe Benefits			$6,871		
2	**Equipment & Supplies**					**$1,850**
A	Sewing Machine Maintenance			$850		
B	Sewing Supplies			$500		
C	Sewing Ergonomic Supplies			$500		
3	**Program Related Expenses**					**$250**
A	Printing Costs			$250		
4	**Operating Costs**					**$16,373**
C	Overhead costs			$16,373		
Totals		$39,826	$0	$47,643	$5,400	**$92,869**

Appendix E

Project Ranking Form 2022/2023

City staff will use this form to evaluate potential projects. Assessments are based on CDBG and/or ARPA CLFRF eligibility criteria and the needs of the citizens of Flagstaff as identified in the 2021-2025 Consolidated Plan. Consideration is given to past performance of the submitting organization. A summary of this evaluation is presented to City Council for their review and consideration in making final funding decisions. Maximum potential scores are listed in parenthesis next to the ranking form question

Agency Name: Threaded Together

CDBG Funding Requested: $39,826 ARPA CLFRF Funding Requested: _____

Name of Project: Sewing and Textile Employment Pathway (STEP) Program Expansion

Area of service: X Citywide _____Other Qualified Census Tract: _____

_____Sunnyside _____La Plaza Vieja _____Pine Knoll _____Southside

Type of Project: X Public Service If Public Service, Congregate Care?____

X Economic Development _____Public Facilities and Improvements _____Housing

CDBG Eligible? YES / NO ARPA CLFRF Eligible? YES / NO

Additional Considerations:

Ratio of dollars per person benefitted by proposed project: $6,637 / person served

Has the organization administered a successful CDBG contract in past years? YES / NO

TOTAL RANKING SCORE: 171

POINTS POSSIBLE: 215

FOR CITY STAFF / RANKING COMMITTEE USE ONLY

~~1. (1 Point) Economic Development Activities ONLY~~

- ~~Did the agency correctly identify which economic development activity it was applying for?~~
- ~~Did the agency request technical assistance to determine the correct project category?~~

~~No (0 points) Yes (1 point)~~

---

2. – 4. (10 Points) Public Service Activities ONLY

How well does the answer define the following?

- A new service?
- A quantifiable increase in the level of an existing service?
- To what extent does the answer explain how the proposed project will fulfill service gaps in Flagstaff?

(Not at all) 0 1 2 3 4 5 6 7 8 9 10 (Very Much)

---

5. (10 points) CDBG Activities ONLY

How well does the answer explain how the project will achieve the CDBG Primary and National objectives?
How well does the response explain how the project will:

- Provide decent housing; or
- Provide a suitable living environment; or
- Expand economic development opportunities

(Not at all) 0 1 2 3 4 5 6 7 8 9 10 (Very Much)

---

6. (10 Points) CDBG Activities ONLY

How well does the answer explain whether the proposal meets one or more of the Council's CDBG Priorities?

Council's Priorities:

- Housing – Rental/Ownership
- Homelessness
- Neighborhood Revitalization
- Workforce Job Training

(Not at all) 0 1 2 3 4 5 6 7 8 9 10 (Very Much)

---

7. (10 Points) CDBG Activities ONLY

How well does the answer document that the proposed project will meet the needs proposed in the in

the City of Flagstaff 2021-2025 Consolidated Plan?

(Not at all) 0 1 2 3 4 5 6 7 [8] 9 10 (Very Much)

---

8. (5 Points)
   Does the proposed project take place in one of the target neighborhoods? Does the answer explain how the organization will provide outreach to residents in target neighborhoods and LMI households city wide?

   [No (0 points)] Yes (5 points)

---

9. (10 points)
   How well does the answer explain the proposed scope of the project?
   Does the answer include:

   - Estimated number of persons to be served
   - Whether or not the project prepares for, prevents and/or responds to COVID-19 and how.
   - Current status of the project
   - Are construction/concept plans attached with a scope of work for construction/rehabilitation projects (this is required if applicable)
   - Is a price estimate/quote attached for construction/rehabilitation projects (this is required if applicable)?

   (Not at all) 0 1 2 3 4 5 6 7 8 [9] 10 (Very Much)

---

10. (10 Points)
    How well does the answer explain how the project advances the agency's mission? Does the answer demonstrate the agency's commitment to diversity, equity, and inclusion as well as documented steps taken to strengthen that commitment?

    (Not at all) 0 1 2 3 4 5 6 7 8 [9] 10 (Very Much)

---

11. (10 Points)
    How well does the answer explain how the organization will provide services to LEP and/or ADA persons?

    (Not at all) 0 1 2 3 4 5 6 7 [8] 9 10 (Very Much)

---

12. (10 Points)
How well does the answer justify the local need for the proposed project within Flagstaff city limits? Are recent local data and/or supportive statistics attached?

(Not at all) 0 1 2 3 4 5 6 **7** 8 9 10 (Very Much)

While the answer provided information about the Flagstaff job market's need for employees with sewing and textile skills, no details were provided. Specific data and/or names of businesses, confirmation from business owners, or locally sourced data would have strengthened this answer.

---

13. (10 Points)
How well does the answer describe the way in which the agency will define success beyond CDBG/ ARPA CLFRF requirements?

(Not at all) 0 1 2 3 4 5 6 7 8 **9** 10 (Very Much)

---

14. (10 Points)
Is there evidence of community collaborations that can be effective programmatic support? Does the answer provide evidence of the following?

- Additional leverage letters
- Agreements, staffing partnerships, etc.
- Are current letters of community collaboration/support attached?

(None) 0 1 2 3 4 5 6 **7** 8 9 10 (Extensive)

There is evidence of collaboration and partnerships with local non-profits; however, the Ranking Committee would have liked to see evidence of partnerships with organizations or agencies offering similar or additional beneficial programs. I.e. the Coconino County Small Business Development Center and/or NACA.

Though leverage is not required, the Committee questioned how the program will continue after CDBG funds are exhausted.

---

15. (10 Points)
Is the agency participating in coordinated entry (Front Door)? Is a Memorandum of Understanding (MOU) or a letter from the Continuum of Care included?

No (0 points) Yes (10 points)

---

16. (10 Points)
How well does the answer describe?

- The organization's history administering this or similar projects?
- The organization's realistic capacity for undertaking this project.
- The organization's experience administering federal and state grants and complying with federal statutes?
- Has the agency ever been asked to return awarded funds?
- Has the agency ever requested a budget amendment or contract extension? If yes, was reasoning provided?

(Not at all) 0 1 2 3 4 5 6 7 8 [9] 10 (Very Much)

---

17. (10 Points)
Did the answer divide the organization's execution and administration of the project by the following?

- Name, titles, and resumes of the staff involved?
- Job descriptions for any new positions? Is the project manager identified?
- Is a distinction made between in-house staff and contracted assistance?
- Does Tab 6 include all staff positions and proposed positions?

(Not at all) 0 1 2 3 4 5 6 7 [8] 9 10 (Very Much)

---

18. (10 Points)
Does Appendix C (Schedule of Completion) include the following?

- A narrative summary describing the expenditure of Funds
- The rate of expenditure and the predicted progress of the proposed schedule
- An estimated completion of project.

(None) 0 1 2 3 4 5 6 7 8 [9] 10 (Extensive)

---

19. (10 Points)
Does Appendix D include a comprehensive budget for this proposed project? Is a narrative summary describing exactly what CDBG and/or ARPA CLFRF funds will pay for found in Appendix D?

- Are leveraged funding sources identified? Was formal documentation provided?
- For construction contracts, were bids and/or quotes provided?

(None) 0 1 2 3 4 5 6 7 8 [9] 10 (Extensive)

---

20. (10 Points)
How well does the answer explain how evidence-based interventions are used in this project? Does the answer include information regarding:

- Obstacle(s) being addressed.
- Goals (s) set for the project.

- Methods used to reach the goal(s).
- Outcomes intended.

(Not at all) 0 1 2 3 4 5 6 7 [8] 9 10 (Very Much)

---

21. (10 Points)
Has the agency received CDBG funding and/or another City of Flagstaff funding in the past? Is the Agency in good standing to receive federal and/or another City of Flagstaff funding?

(None) 0 1 2 3 4 5 6 7 8 [9] 10 (Extensive)

General Criteria

1. (10 Points)
How realistic is this project in terms of probability of success within the community?

(Not at all) 0 1 2 3 4 5 6 7 8 [9] 10 (Very)

---

2. (5 Points)
How realistic is the 12-month Schedule of Completion? Was the correct format used in creating the schedule?

(Not at all) 0 1 2 3 4 [5] (Very)

---

3. (15 Points)
How realistic is the project budget? Was the correct format used? Does the budget include:

- All funding sources to be used for the project, separating CDBG and/or ARPA CLFRF funds from non CDBG and/or ARPA CLFRF funds? (1 points)
- Leverage numbers on budget match to leverage letters (3 points)
- Is a realistic dollar amount assigned to any in-kind contributions? (1 points)
- Overall Budget Evaluation: (10 points)
    - Is the project cost effective?
    - What percentage of the project budget is leveraged funding?
    - What percentage of the budget is for administration?
    - Is the budget logical? Etc.

0 1 2 3 4 5 6 7 8 9 10 11 12 [13] 14 15

---

4. (10 Points)
   Has the applicant exhibited competence in preparing the proposal?
   Thorough and complete answers, well-written, correct grammar, easy to follow format, etc.

   (Not at all) 0 1 2 3 4 5 6 7 8 [9] 10 (Very)

---

5. Comments:
   The Ranking Committee would have like to see more information about potential partnerships with Coconino County Small Business Development Center, Inmate Sewing, and/or NACA. These partnerships are important and could help identify funding sources for the STEP program beyond CDBG funds and retail sales from Threaded Together.

Flagstaff Shelter Services Inc.

The Crown: Housing is Healthcare Operation of Non-Congregate Shelter

Public Service Activity

Agency/Organization Name:	Flagstaff Shelter Services Inc.
Executive Director/CEO Name, Phone & Email:	Ross Altenbaugh, 928-225-2533 x303, ross@flagshelter.org
Program Manager/Grant Contact Name, Phone & Email:	Ross Altenbaugh, 928-225-2533 x303, ross@flagshelter.org
Mailing Address:	PO BOX 1808
City:	Flagstaff
State:	AZ
Zip:	86002-1808
Physical Address:	4185 E. Huntington Drive
City:	Flagstaff
State:	Arizona
Zip:	86004
Is your agency/organization a 501 (c) 3 non-profit organization, government entity or other(please explain)?	501 (c) 3 Organization
Please explain:	*Field not completed.*
Federal EIN/TIN #:	20-4921369

Agency DUNS Number:	833108801
Is your agency registered in the Federal System for Award Management?	Yes
Agency CAGE (Sam.gov) Number:	666CB
Is your agency/organization a participating member of the Coconino County Continuum of Care?	Yes
Is the project for the prevention, response, preparation or mitigation of COVID-19?	Yes
CDBG Funding Request:	if needed
Local Recovery Funds Request:	$300,000

To determine your activity's eligibility for CDBG and/or ARPA Local Recovery Funds funding please contact kristine.pavlik@flagstaffaz.gov.

New or existing program:	Existing Program
Is the proposed project a quantifiable increase in services provided?	Yes
Project Name:	The Crown: Housing is Healthcare Operation of Non-Congregate Shelter
Please provide a brief description of the project, including a scope of work and how allocated funds will be used:	In response to community needs resulting from the ongoing COVID-19 pandemic, Flagstaff Shelter Services will provide safe, non-congregate, emergency shelter to an estimated 1,200 diverse Flagstaff residents experiencing homelessness over the course of the 12-month grant period. Since congregate shelter is not an appropriate setting for extremely vulnerable individuals or those who have contracted the Coronavirus, Flagstaff Shelter Services will provide private rooms to these guests at a 56-room motel being

	acquired by the agency. The requested funds will support operational costs of these units to get vulnerable households out of congregate shelter. As a result of this timely project, every individual and family experiencing homelessness in Flagstaff (regardless of COVID-19 status) will have access to safe shelter, nutritious meals, culturally sensitive medical and behavioral health care, day services, and evidence-based housing placement services.
Area of service:	Citywide
Type of project:	Public Service
Is the project related to congregate care services and/or facilities?	Yes, it will allow our congregate emergency shelter to have a cost-effective, non-congregate component.
Total estimated number of persons to be assisted:	1,200
Populations Served:	Income Qualified LMI Households, Elderly Persons, Persons with HIV/AIDS, Illiterate Adults, Victims of Domestic Violence, Severely Disabled Adults, Persons Experiencing Homelessness

(Section Break)

For CDBG Funding Requests Only:

National Objective:	Low/Mod Limited Clientele Benefit (LMC)
City Council CDBG Priority:	Addressing Homelessness
2021-2025 Consolidated Plan Priority Need:	Addressing Homelessness
2021-2025 Consolidated Plan Activity:	Service and Facility Operating Support; Increasing Shelter Beds/Units
2021-2025 Consolidated Plan Priority Level & 5 Year Goal:	High priority; 1,500 people five year goal; 15 Beds/Units five year goal

(Section Break)

Name and Title of Authorized Representative:	Ross S. Altenbaugh, Executive Director
Signature of Authorized Representative:	Ross S. Altenbaugh
Date:	2/19/22

Narrative Questions

Narrative Questions

Please respond to the following questions in the order listed.
Be sure to include the entire question in your response where appropriate.

(Section Break)

Answer Question 1 for CDBG Economic Development Activities ONLY (1 Point)

To find out if your activity is categorized as an Economic Development Activity please contact Kristine.Pavlik@flagstaffaz.gov.

1. Economic Development activities create jobs or support businesses in low income neighborhoods or for low income individuals. Please check one of these eligible activities if you are applying under the Economic Development Category.	*Field not completed.*

(Section Break)

Answer Questions 2, 3 and 4 for CDBG Public Service Activities ONLY (10 Points)

To find out if your activity is categorized as a Public Service Activity please contact Kristine.Pavlik@flagstaffaz.gov

2. Mark the public service activity that best fits your proposed service.	Services for homeless persons, COVID-19 preparation, prevention, response and/or mitigation
3. Clearly define how the proposed service is either a new service or a quantifiable increase in the level of an existing service.	The proposed service is a quantifiable increase in Flagstaff Shelter Services' existing COVID-19 response. While we are currently renting 20-30 motel rooms nightly for COVID-positive individuals and families experiencing homelessness (down from 150-170 COVID prevention rooms during the first year of the pandemic), this project will allow for the operation of 56 non-congregate, emergency shelter units at our new property: a former motel on east Route 66. All non-congregate motel shelter guests will have access to the same culturally appropriate wrap-around services as guests of our long-standing, congregate, emergency shelter. This includes nutritious meals, warm showers, laundry facilities, medical and behavioral healthcare, clothing, hygiene supplies, housing placement services, and additional day services.
4. Discuss similar services that are offered in Flagstaff and how the proposed service is different than what is already offered to the community (e.g., what gap will the proposed service fill?).	As the COVID-19 pandemic continues, there is a great need for non-congregate, emergency shelter space in Flagstaff. According to the Center for Disease Control, people experiencing homelessness are at increased risk of both contracting and dying from the Coronavirus, and this is in part due to a devastating shortage of non-congregate, emergency shelter. Flagstaff has very limited non-congregate shelter space for families and ZERO non-congregate, emergency shelter units for individuals aside from what Flagstaff Shelter Services is currently providing via rented motel rooms. This is problematic as (1) congregate shelter has been found to promote virus transmission, including transmission of COVID-19; (2) a congregate shelter setting is not appropriate for those who are COVID-positive or who have recently been exposed as it does not allow for adequate quarantining or isolating; and (3) nightly rental of local motel rooms to provide non-congregate shelter is financially unsustainable. In response, the proposed project represents an unprecedented community service that integrates non-congregate motel shelter with established and culturally relevant medical, behavioral health, and housing services for diverse individuals and families experiencing homelessness in Flagstaff. Thanks to a Vitalyst Foundation Innovation Grant in 2018, Flagstaff Shelter Services established robust partnerships with service providers in town to provide these comprehensive services, and this paved the way for our strong and coordinated response during the global public health crisis.

(Section Break)

Answer Questions 5, 6, and 7 for CDBG Funding Requests ONLY

Some projects are eligible for both/either CDBG and ARPA Local Recovery Funds, to find out if your activity is eligible for ONLY CDBG Funding and not also Local Recovery Funds please contact Kristine.Pavlik@flagstaffaz.gov.

5. (10 Points) Identify how this proposed project achieves the CDBG Primary and National Objectives by addressing how the project will develop viable urban communities and benefit low-moderate income persons or neighborhoods.	During the first year of the COVID-19 pandemic, homeless service providers across the country blazed a trail by swiftly learning how to use motels to safely shelter and house vulnerable populations. In Northern Arizona, this innovative and critical work was done by Flagstaff Shelter Services. Because of our ground-breaking work and the work of other agencies across the country, the federal government has made a meaningful financial investment in purchase and renovation of motel properties nationwide. The proposed project, The Crown: Housing is Healthcare Operation of Non-Congregate Shelter, is in direct alignment with this work and with the CDBG National Objective pertinent to Flagstaff of serving individuals that are defined by the Department of Housing and Urban Development (HUD) as low to moderate income (LMI) persons. The project falls under the Limited Clientele Activities (subcategory 2) as all households served by Flagstaff Shelter Services meet the federal definition of homeless as determined by HUD and are presumed to be extremely LMI. Additionally, Flagstaff Shelter Services clients also fall under the following specific people groups: • Elderly Persons: In 2021, Flagstaff Shelter Services served over 300 seniors (14% of our total population served). Continuing to serve this vulnerable population is critical as the Center for Disease Control notes older people experiencing homelessness may be at increased risk of severe illness from COVID-19. • Severely Disabled: On average, 50% of those served by Flagstaff Shelter Services report having a chronic mental or physical health issue. • Victims of Domestic Violence: About 40% of clients served by Flagstaff Shelter Services are women, 90% of whom report having experienced domestic or sexual violence. • Persons with HIV/AIDS: Flagstaff Shelter Services welcomes all, regardless of health status. This means we occasionally serve Flagstaff residents living with HIV/AIDS. • Illiterate Adults: Academic attainment levels are low among many of the individuals served by Flagstaff Shelter Services, and some of the adults served are illiterate. The proposed project will safely shelter some of Flagstaff's most vulnerable people groups by getting them out of congregate, emergency shelter and into private rooms owned and operated by Flagstaff Shelter Services. The project will also provide the comprehensive, culturally appropriate, wrap-around services shelter guests need to achieve long-term housing stability. This supports the following two CDBG Primary Objectives:

	1) Providing a suitable living environment: The COVID-19 pandemic has highlighted how housing truly is healthcare and has demonstrated the need for non-congregate shelter that allows individuals and families to safely distance and quarantine. For the past two years, Flagstaff Shelter Services has provided a critical community response for diverse people experiencing homelessness who have contracted COVID-19 by contracting with local motels to provide a temporary, suitable living environment. While extremely expensive, renting private motel rooms to safely shelter people in has proved effective in protecting vulnerable individuals and our community as a whole. Now, through the acquisition of a former motel property, Flagstaff Shelter Services is prepared to provide a safe and suitable living environment (via motel rooms serving as non-congregate, emergency shelter) for extremely LMI individuals in crisis until permanent housing can be secured. This represents an important investment in the physical and mental health of our community. Our non-congregate, emergency shelter program will provide a safe living environment without barriers or preconditions (such as sobriety or COVID status) to an estimated 1,200 unduplicated people annually, many of whom are turned away by every other agency in town. This motel shelter program will include families as the 56-room former motel site includes 12 family units. Families experiencing homelessness- particularly those that include fathers- will benefit greatly from this project as it will fill an urgent community need for shelter space for two-parent households and single fathers with children. Currently, Flagstaff only has the capacity to serve three of these families at a time. There is a desperate need for emergency shelter space that allows fathers to stay with their children. This project will help keep parents and children in crisis together and provide a suitable living environment by ensuring there is safe, barrier-free space and services for entire families. 2) Providing decent housing: In accordance with this CDBG Primary Objective, the ultimate goal of The Crown: Housing is Healthcare Operation of Non-Congregate Shelter is to help extremely LMI persons secure permanent, decent, and affordable housing. By increasing the capacity of our emergency shelter by operating a non-congregate motel shelter site, Flagstaff Shelter Services will be well equipped to help more individuals and families in crisis become stably housed. This will be achieved through culturally relevant supportive services, housing-focused case management, and community partnerships. Flagstaff Shelter Services already operates a successful housing program that is easily able to fold in new individuals and families. As such, we will leverage our Housing Case Management staff to bring necessary housing stabilization to guests of our non-congregate, motel shelter. Additionally, once COVID-19 is no longer an active threat to our community, this motel site will provide decent housing to 56 households by serving as a Permanent Supportive Housing complex for the most vulnerable in our community.
6. (10 Points) Identify how the proposal meets one or more of	The primary City Council CDBG Priority met by The Crown: Housing is Healthcare Operation of Non-Congregate Shelter is Addressing Homelessness. All households served by Flagstaff Shelter Services, including guests of our non-

the City Council's CDBG Priorities:	congregate, emergency motel shelter, qualify as homeless under the Department of Housing and Urban Development's definition. Supporting non-congregate, emergency shelter at Flagstaff Shelter Services (the only agency in all of Coconino County to offer temporary shelter to anyone regardless of faith, mental health, sobriety, criminal record or COVID status) is critical to decreasing the number of unsheltered individuals in Flagstaff. The other City Council CDBG Priority met by Flagstaff Shelter Services' operation of non-congregate motel shelter is Housing – Rental/ Ownership. Individuals, couples, and families staying at our motel shelter site will work with a Flagstaff Shelter Services Housing Case Manager as appropriate to secure permanent housing (generally through renting) that they can maintain using the financial resources they have or those they can cultivate. Our skilled Housing Case Managers work with a network of reputable landlords in the community, and Flagstaff Shelter Services provides shallow financial assistance to help clients cover rental application fees, deposits, and first/last months' rent. This promotes a successful transition to housing stability. Since we started offering these housing placement services in 2015, over 800 individuals have been housed, and 86% of them remain successfully housed one year later.
7. (10 Points) Identify how the proposed project is consistent with the needs, priorities, goals, and objectives identified in the City of Flagstaff 2021-2025 Consolidated Plan.	Flagstaff Shelter Services' operation of non-congregate, motel shelter will benefit extremely low to moderate income households with activities consistent with the CDBG Priority Need: Revitalization, Public Facilities & Infrastructure. This Facility Improvement project is in direct alignment with the City of Flagstaff's 5-Year Consolidated Plan goals as it addresses the following: Priority Need: Addressing Homelessness Activity: Service & Facility Operating Support Special population: Yes (individuals experiencing homelessness) Priority level: High 5-year goal: 1,500 people This shelter operations support will ensure all Flagstaff residents have access to a healthy, safe, and decent place to sleep even during the ongoing COVID-19 pandemic. This is in direct alignment with the City of Flagstaff's high priority, five-year goal to invest in homeless services that serve 1,500 people as it will ensure 1,200 unduplicated individuals (each of whom meet the federal definition of homeless) annually have access to critical, non-congregate emergency shelter regardless of faith, mental health, sobriety, criminal record, or COVID-19 status. With this safe shelter will come access to nutritious meals, warm showers, laundry facilities, culturally relevant medical and behavioral healthcare, clothing, hygiene supplies, housing placement services, and additional day services. The project is also consistent with the following City of Flagstaff's 5-Year Consolidated Plan goal: Priority Need: Addressing Homelessness

Activity: Increase shelter beds/units
Special population: Yes (individuals experiencing homelessness)
Priority level: High
5-year goal: 15 beds

In direct alignment with the City of Flagstaff's high priority goal to increase the number of emergency shelter beds/units by 15 beds/units, the proposed project will operate 56 new non-congregate, emergency motel shelter units that will provide a suitable alternative to people sleeping in unsafe places such as in a car or camping in the forest.

Narrative Questions Continued

Answer the following questions for ALL submissions:

Please ensure that each question is accompanied with a thorough answer in the proper order. Repetition is acceptable.

8. (5 Points) If applicable, indicate whether the project is specific to one of the four target neighborhoods and/or if the program office is located in one of the below target neighborhoods.	Flagstaff Shelter Services' non-congregate, emergency shelter will operate out of a former motel on the north side of east Route 66. These proposed services are not specific to or located in any of the target neighborhoods but rather will serve diverse, LMI households experiencing homelessness citywide.
9. (10 Points) Describe the proposed scope of the project:	To better respond to the ongoing COVID-19 pandemic and prevent further spread of the Coronavirus, Flagstaff Shelter Services is proposing to utilize $300,000 of ARPA Local Recovery Funds (or CDBG funds if needed) to provide safe, non-congregate, emergency shelter to diverse households experiencing homelessness using 56 former motel rooms owned and operated by Flagstaff Shelter Services. This crucial funding is needed to support (1) the wages of the Coordinators who will staff the location around the clock (see attached job description) and (2) shelter operations (utilities, phone, internet, property maintenance and repair, supplies, and insurance). This financial support will enable Flagstaff Shelter Services to provide safe, non-congregate, emergency shelter to 1,200 vulnerable Flagstaff residents experiencing homelessness over the course of the grant period via 56 private rooms (12 of which are family units). This Center for Disease Control-recommended model of providing safe shelter during a pandemic has been shown to drastically reduce virus transmission. By increasing the number of non-congregate, emergency shelter units in our community, we can keep individuals and families experiencing homelessness—as well as the general Flagstaff

community—safe from the ongoing public health crisis. To protect the most vulnerable in our community, the elderly, families, and people with underlying health conditions will be prioritized for non-congregate motel shelter. However, motel shelter will not be limited to these populations and, just like at our congregate shelter and all programs Flagstaff Shelter Services operates, this shelter will be low-barrier and open to all regardless of faith, sobriety, and mental health status. Individuals and families will be encouraged to take the necessary step of meeting with a Specialist from Front Door Coordinated Entry upon seeking shelter. Front Door is a community-wide, collaborative project that uses real time data to (1) expedite referrals for people in crisis to the housing partner best equipped to help individuals further develop their plan for housing permanence; (2) quickly end stays in homelessness; and (3) eliminate duplication of community services.

Also, in support of Flagstaff's continued conversation around options for emergency drop off of people in crisis, this new shelter site will create an additional location where much needed, culturally sensitive community services can be accessed. Just like at Flagstaff Shelter Services' congregate shelter, guests at this non-congregate motel shelter will have access to nutritious meals daily, warm showers, laundry facilities, coordinated medical and behavioral healthcare, seasonally appropriate clothing and shoes, hygiene supplies, day services, and housing placement services. Providing safe shelter is the first step to helping diverse individuals and families experiencing homelessness move into permanent housing and toward self-sufficiency.

Flagstaff Shelter Services is committed to bringing the right collaborators to the table to best serve vulnerable community residents and address otherwise unmet community needs. With 16 years of experience providing emergency shelter and five years of experience serving as one of two Front Doors for the coordinated entry project, we see the gaps in the local social service safety net every day and are prepared to help fill them through our non-congregate, motel shelter. After all, identifying and addressing unmet community needs regarding shelter and housing is at the heart of what we do at Flagstaff Shelter Services.

This project is in the expansion stage. While this is a new building, Flagstaff Shelter Services has been staffing and safely sheltering diverse individuals and families in rented motel rooms since the onset of the pandemic. Operating non-congregate motel shelter in our own building has been approved by Flagstaff Shelter Services' Board of Directors and is pending closing on the motel property purchase, which will occur soon thanks to secured funding from the Arizona Department of Housing (see attached award letter). With nearly two years of experience providing emergency shelter and wrap-around services via the use of rented motel rooms, Flagstaff Shelter Services has comprehensive, culturally relevant services ready to immediately implement at this new location. Additionally, as a result of COVID, we have already nearly doubled our personnel and are prepared to appropriately staff this non-congregate, motel shelter site.

10. (10 Points) Agency mission and commitment to diversity, equity, and inclusion.

The mission of Flagstaff Shelter Services is to provide individuals and families experiencing homelessness with crisis stabilization (via emergency shelter) and the tools needed to achieve housing stability; regardless of faith, mental health, or sobriety. For 16 years, Flagstaff Shelter Services has filled a critical gap in services by serving vulnerable Flagstaff residents without preconditions or barriers. This includes our neighbors who have contracted COVID-19. The Crown: Housing is Healthcare Operation of Non-Congregate Shelter will advance our mission as it will support Flagstaff Shelter Services' efforts to provide safe, non-congregate emergency shelter to diverse households in crisis. This is the first step to helping individuals and families experiencing homelessness achieve long-term housing stability. Additionally, once the pandemic no longer poses a significant threat to the Flagstaff community, this new motel site will serve as a long-term housing solution for the most vulnerable individuals in our community, which currently has a severe affordable housing shortage, as it will create 56 new, centrally located units of Permanent Supportive Housing in Flagstaff.

Racial inequity is a dominant truth that permeates all areas of American life. Social and housing service agencies are not exempt. Therefore, Flagstaff Shelter Services is intentionally transforming the way we care for diverse individuals experiencing homelessness with the provision of accessible, inclusive, and client-led services. Three years ago, we made a commitment to begin the difficult and dynamic work around diversity, equity, and inclusion (DEI). We know this work is never-ending, and we have taken steps to assure our programs and projects serve to promote DEI and that our services are delivered with cultural awareness and sensitivity as a priority. Using guidance from the National Alliance to End Homelessness and the Corporation for Supportive Housing, we have and will continue to evaluate racial and cultural disparities among the homeless services system as we carefully tailor our programs to address these disparities in a way that affirms the dignity and rights of all humans.

The population Flagstaff Shelter Services serves each year is generally representative of the overall homeless population in Flagstaff. About 40% of those served annually are women, 98% of whom report having experienced physical or sexual abuse. Around 20% are veterans, and about half of those we serve report struggling with chronic physical or mental illness. Our Indigenous neighbors are particularly over-represented in the homeless population in comparison to their portion of the general population in Flagstaff. This is evidenced in the following racial/ethnic breakdown of the ~2,200 unduplicated people served last year:

• 56% Indigenous– this is a substantial increase since the beginning of the pandemic (as compared to 7.8% of the general Flagstaff population)
• 28% White (as compared to 64.5% of the general Flagstaff population)
• 7% Hispanic/Latino (as compared to 19.3% of the general Flagstaff population)
• 5% multiracial (as compared to 5.3% of the general Flagstaff population)
• 4% Black (as compared to 2% of the general Flagstaff population)

Flagstaff Shelter Services takes equity work very seriously. Over 70% of those we serve annually are people of color, and it is important to the organization to have a Board of Directors and staff that reflects the people we serve. Nearly 50% of our Board and 60% of our staff are people of color, and over half of our Board and staff bring valuable lived experience as formerly homeless, veterans, justice-involved, and survivors of domestic violence. Our Board of Directors is dedicated to advising and directing all agency policies and operations. We depend on their strong and diverse voices to guide decisions and direction for our agency. Within the Board is a Committee on Social Justice & Racial Equity, and our Board of Directors is working with a contracted Racial Equity Officer and the Corporation for Supportive Housing's Arizona Supportive Housing Institute to establish and codify written policies and practices supporting diversity, equity, and inclusion. (See attached Board Retreat Report from November 2021, developed in conjunction with Moline Creative.) Our Executive Director is also proud to sit on the Arizona Department of Housing's Balance of State Social Justice & Racial Equity Committee.

Additionally, we recognize the importance of having appropriate representation at decision-making tables. Since we serve a significant number of unsheltered, Indigenous relatives and aim to ensure the provision of culturally appropriate services, we have intentionally taken steps to include and learn from those who bring expertise and experience in addressing the service and housing needs of this population. For example, 28% of our Board of Directors and 48% of our staff are Indigenous. Also, recognizing the limits of our cultural knowledge and understanding, Flagstaff Shelter Services is committed to partnering with other agencies who bring expertise. For example, we have a Memorandum of Understanding with Native Americans for Community Action (NACA) for the purpose of providing cultural training to Flagstaff Shelter Services' staff and culturally relevant support services to Indigenous populations seeking services at Flagstaff Shelter Services. Guests of our non-congregate motel shelter will benefit from this partnership as NACA and Flagstaff Shelter Services will continue to collaborate to provide culturally appropriate physical and behavioral health services to shelter guests at this new site.

11. (10 Points) Accessibility of Programs and Services	Flagstaff Shelter Services is committed to providing accessible services to diverse persons experiencing homelessness, including those with Limited English Proficiency. To this end, we have staff members who are fluent in the languages spoken- primarily Spanish, Dine and Hopi- by persons who seek our services. We also utilize a language line to serve guests who speak languages not represented by our staff. Regarding how the motel location will provide accessible services to persons with disabilities, there are rooms that are fully ADA-compliant, and our five-year plan includes efforts to create more fully ADA-compliant rooms. Additionally, there are four ADA-compliant parking spaces on the property. Although the building is exempt from ADA requirements based on its construction date, Flagstaff Shelter

	Services is committed to bringing the entire property into compliance through future phases of facility improvement.
12. (10 Points) Provide recent statistics, data, or other information to define the local community need for the proposed project. Please be detailed regarding local needs within Flagstaff city limits. Be sure to provide data relative to the population your project will serve.	Homelessness is a significant challenge in Flagstaff, but due to the COVID-19 pandemic, there is limited recent data on the extent of the problem in our community. Nationwide, the public health crisis disrupted the 2021 Point-in-Time count, which is the primary way local, state, and federal governments collect data on homelessness. As a result, only sheltered individuals were counted in Coconino County's 2021 Point-in-Time Count, and not unsheltered people living in tents, in the forests, in their cars, or on the streets of Flagstaff. Nevertheless, Flagstaff Shelter Services' increase in service numbers in 2020 and 2021 as compared to pre-pandemic years demonstrate how the public health crisis has exacerbated homelessness in our community. As the COVID-19 pandemic continues, there is a great need for non-congregate, emergency shelter space in Flagstaff. Congregate shelter has been found to promote virus transmission, including transmission of COVID-19, and a congregate shelter setting is simply not appropriate for those who are COVID-positive or who have recently been exposed as it does not allow for adequate quarantining or isolating. Yet Flagstaff has very limited non-congregate shelter space for families and ZERO non-congregate, emergency shelter units for individuals aside from what Flagstaff Shelter Services is currently providing via rented motel rooms. However, nightly rental of local motel rooms to provide non-congregate shelter is expensive and financially unsustainable. In response, at the recommendation of and with financial support from the Arizona Department of Housing (see attached award letter), Flagstaff Shelter Services is acquiring the Howard Johnson motel on Route 66 in order to add 56 units to the city's non-congregate, emergency shelter inventory. In addition to alleviating a glaring deficit in non-congregate, emergency shelter options for individuals, this will address an identified community need for more family shelter space as 12 of the rooms are family units. In Flagstaff, there are currently only three emergency/transitional units for families that include a father or a second head-of-household (two-parent households and single fathers with minor children). For two-parent households, the lack of adequate family space means fathers (and sometimes boys over the age of 12) are often separated and sent to one shelter while a mother and children are sent to another. Not only is this an extremely traumatizing solution for a family experiencing homelessness, but it is an extremely costly intervention for multiple agencies to be serving one family. By operating non-congregate, emergency shelter at this new location, we can keep parents and children in crisis safely together using 12 barrier-free family shelter units. Like all Flagstaff Shelter Services programs, the ultimate goal of this project is to help individuals and families experiencing homelessness secure safe, long-term housing that they have the resources to maintain. Flagstaff Shelter Services' housing case management staff work with people experiencing homelessness to move households into permanent housing. Motel shelter guests will be

	encouraged to meet with Front Door Coordinated Entry to be appropriately referred to an agency for housing placement. Flagstaff Shelter Services is proud to be one of the partnering agencies that works to provide housing opportunities. In December 2020, Flagstaff City Council declared a housing emergency. The declaration recognizes the need to make housing a leading priority within the city and the community. Therefore, it is noteworthy that, once COVID-19 is no longer a widespread threat, Flagstaff Shelter Services will transition use of our motel property from emergency shelter to Permanent Supportive Housing (PSH), filling another glaring community need. PSH options are extremely limited in our community as the 253 PSH units in Coconino County maintain a long wait list (over 100 households currently waiting for one of these units). This new property therefore not only represents an investment in today's current non-congregate shelter crisis, but it is also in direct alignment with the City's approved 10-Year Housing Plan as it will successfully add 56 units to the affordable housing inventory in Flagstaff. As a proud participant in the Corporation for Supportive Housing's 2022 Arizona Supportive Housing Institute, Flagstaff Shelter Services is learning from the nation's experts on supportive housing to help build a stronger foundation for the PSH work we look forward to engaging in when COVID-19 no longer necessitates the property be used as non-congregate, emergency shelter.
13. (10 Points) How will you identify success? Describe how your successes will be monitored/evaluated beyond CDBG/Local Recovery Funds requirements.	The emergency shelter operations for which funding is being requested will be considered a success when 100% of individuals and families in crisis who attempt to access emergency shelter at Flagstaff Shelter Services are provided a safe, suitable living environment and resources the same day. Over the course of the 12-month grant period, we expect to provide non-congregate, motel shelter and culturally sensitive wrap-around services to 1,200 men, women, and children of Flagstaff annually. This is a critical first step in assisting vulnerable households in securing stable housing and ensuring they have access to the supportive services necessary to achieve housing permanence. Therefore, the ultimate goal of the project is to successfully rehouse an average of two households every week, ending their stays in homelessness once and for all. Just like at our congregate shelter, meticulous records will be kept regarding who stays at this non-congregate motel shelter each night. Flagstaff Shelter Services staff will also enter guest data into the web-based Homeless Management Information System at guests' point of entry and during case manager visits. Based on this information, we can easily determine how many individuals and families are provided temporary, emergency shelter each year and how many successfully transition to permanent housing.
14. (10 Points) Briefly describe the scope of the community collaboration surrounding the proposed project.	The success of this non-congregate, emergency motel shelter will be in large part due to strong community collaborations. These partnerships will equip Flagstaff Shelter Services to cost-effectively provide a suitable living environment and culturally appropriate wrap-around services to an estimated 1,200 diverse,

unduplicated individuals at our motel shelter over the course of the grant period.

Community collaborators providing leverage for this project are as follows (see attached leverage letters):
• Flagstaff Family Food Center (FFFC) will provide meals to Flagstaff Shelter Services' non-congregate, emergency shelter guests daily. This agreement will not only ensure households experiencing homelessness have access to nutritious food but will also save Flagstaff Shelter Services approximately $498,687.18 annually by leveraging this support.
• North Country HealthCare (NCHC) will leverage $1,050,000 for the proposed project by providing uncompensated medical care and crucial medications to guests of Flagstaff Shelter Services' non-congregate, emergency shelter.
• Native Americans for Community Action will leverage $15,000 by providing medical and behavioral health staff to ensure culturally appropriate services and resources are made available to Indigenous, non-congregate, emergency shelter guests.
• The Guidance Center will leverage $80,000 by providing behavioral health staff to care for non-congregate, emergency shelter guests.
• Southwest Behavioral & Health Services will leverage $100,000 by providing behavioral health staff to serve guests of the proposed non-congregate, emergency shelter.
• Flagstaff Shelter Services will leverage the $6.19 million purchase of the motel property to be used as non-congregate shelter. We will also leverage 75% of three Housing Case Management salaries ($90,000) needed to bring necessary housing stabilization to guests of this emergency shelter site. This brings our total agency leverage amount to $6,280,000.

Other community supporters include but are not limited to the following (see attached letters of support):
• U.S. Representative Tom O'Halleran has visited Flagstaff Shelter Services on multiple occasions (most recently in January 2022) and fully supports the vital services we provide to communities in his district. Additionally, his office works with to help bring light to important Veteran issues in the community.
• Northland Family Help Center (NFHC) has collaborated and will continue to collaborate with Flagstaff Shelter Services on Front Door coordinated entry, housing placement services, and other efforts aimed at ending homelessness in Flagstaff. NFHC supports our work to create a safer Flagstaff community.
• North Country HealthCare (NCHC) will provide Flagstaff Shelter Services' emergency shelter guests with onsite primary care. Additionally, NCHC will connect guests to affordable medications, help them apply for health benefits, and coordinate COVID-19 vaccinations and testing.
• Native Americans for Community Action will partner with Flagstaff Shelter Services to ensure culturally appropriate medical and behavioral health services and resources are made available to Indigenous shelter guests and to provide culturally-sensitive training opportunities to Flagstaff Shelter Services' staff in partnership with Health Choice.
• The Guidance Center has a long-standing partnership with Flagstaff Shelter

	Services and supports our operation of 56 non-congregate, emergency shelter units. They are committed to providing coordinated behavioral health services, including substance misuse treatment, to emergency shelter guests. • Southwest Behavioral & Health Services is pleased to support the proposed project as they recognize the interconnectedness of safe shelter/housing and mental/behavioral health. They will offer low-barrier, coordinated behavioral health services to Flagstaff Shelter Services' emergency shelter guests. • Catholic Charities supports Flagstaff Shelter Services' request for ARPA/CDBG dollars to support non-congregate, emergency shelter operations in Flagstaff. The two agencies partner closely, as they each serve as one of the Coordinated Entry project's Front Doors. Catholic Charities conducts outreach via Project for Assistance in Transition from Homelessness (PATH) and brings people seeking shelter to Flagstaff Shelter Services as appropriate. Flagstaff Shelter Services is committed to working in a system of coordinated assessment. This system includes recognizing what resources already exist in the community and leaning on those partners in order to be strong stewards of our limited resources. For instance, we refer clients that are more appropriately served by another agency instead of trying to recreate service paths that already exist in our community. Flagstaff Shelter Services is an active member of the local Continuum of Care (CoC) in Northern Arizona, working in partnership with other homeless services providers to develop and implement a strategy to prevent and end homelessness in and around Flagstaff. Additionally, the Executive Director of Flagstaff Shelter Services is the Co-Chair of the Local Coalition to End Homelessness (LCEH) formerly known as our local CoC, is a member of the Executive Committee of the LCEH, sits on the Arizona Department of Housing's (ADOH) Balance of State Social Justice & Racial Equity Committee, is on the Flagstaff Housing Commission, and is a member of the Governance Advisory Board of the Arizona Balance of State CoC run by ADOH. Membership in these collaborations promotes sharing best practices, setting local priority for resources, and coordinating services so as not to duplicate efforts and waste valuable resources.
15. (10 Points) Is your agency participating in the coordinated entry, also known as Flagstaff's Front Door? Is your agency a member of Continuum of Care? To what extent does your agency participate?	Flagstaff Shelter Services is one of the two entry points for Flagstaff's coordinated entry program, Front Door, and we currently hold an executed Memorandum of Understanding with Front Door. See the attached signed MOU. Flagstaff Shelter Services is an active member of the local Continuum of Care (CoC), now known as the Coconino Local Coalition to End Homelessness, and our Executive Director serves as the Co-Chair. See attached letter from the CoC
Question 15 Attachment	Front Door MOU - CoC Letter.pdf
Narrative Questions Continued	

16. (10 Points) Briefly describe the organizations capacity for federal grant management:

Flagstaff Shelter Services has a long history of responding to identified community needs by successfully developing, implementing, and administering projects that directly address those needs. Since 2006, the agency has provided life-saving emergency shelter to Northern Arizona's most vulnerable residents experiencing homelessness, many of whom are turned away by every other shelter provider in town (primarily because of criminal background, mental health status, sobriety issues, or previous shelter stays). For the first eight years, Flagstaff Shelter Services was a seasonal operation designed to shield individuals from Flagstaff's extreme winter temperatures and inclement weather. Then in 2014, when the community identified the need for a year-round shelter, executive leadership and the Board of Directors made the commitment to keep Flagstaff Shelter Services' 86-bed emergency shelter open 365 nights a year. Our services expanded again in 2015 when we identified a community need for services that promote long-term housing stability. To address this, Flagstaff Shelter Services began offering a range of supportive housing services aimed at quickly and successfully connecting individuals experiencing homelessness to safe, affordable, permanent housing. By providing these services, we have successfully shortened stays in homelessness, prevented returns to homelessness, and helped over 800 diverse individuals transition to permanent housing (86% of whom remain stably housed one year later).

In January 2017, in collaboration with Catholic Charities, Flagstaff Shelter Services began Front Door, Flagstaff's coordinated entry process. This ensures individuals and families experiencing homelessness are referred to the most appropriate program, thus ending their experience in homelessness faster and more effectively.

In 2019, thanks in large part to 2018 CDBG Public Facility Improvement funding, Flagstaff Shelter Services expanded our emergency shelter by adding on a second story to our existing building. This brought our nightly capacity up to 163, and the added space of this expansion allowed us to begin better addressing housing and health outcomes by partnering with physical and behavioral health providers to design and implement the innovative Housing as Healthcare Program. Implemented in late 2019, no one could have ever imagined how timely this program would be in light of the COVID-19 pandemic. The global public health crisis hit Flagstaff just four months later and further highlighted the connection between health and housing as individuals experiencing homelessness were found to be at increased risk of contracting and dying from the Coronavirus.

In response to the pandemic and rampant transmission within congregate shelter, Flagstaff Shelter Services swiftly moved shelter guests into rented motel rooms in March 2020 in order to provide adequate opportunity for social distancing. We partnered closely with North Country HealthCare to conduct regular COVID-19 testing, and once vaccines became available, to host onsite vaccine clinics. We are proud to report that 83% of our shelter guests are now vaccinated against the deadly virus. In recognition of our swift pandemic

response and innovative Housing as Healthcare program, Flagstaff Shelter Services was awarded the 2021 Housing Hero Award for an Innovative Housing Program by the Arizona Department of Housing.

In April 2021, as a direct result of our high vaccination rates, Flagstaff Shelter Services was able to cautiously resume congregate shelter for most guests. Therefore, we still rent 20-30 local motel rooms each night to safely quarantine those who have contracted the Coronavirus. Temporarily sheltering Flagstaff's most vulnerable residents in private motel rooms through this Center for Disease Control-recommended model of emergency shelter is costly, but it is addressing the immediate needs of our community while also minimizing virus transmission rates. Another way we began addressing the needs of diverse individuals in our community in 2021 was by partnering with Care1st and a statewide transportation company to provide emergency transportation response for people experiencing homelessness in danger of dying on the streets of Flagstaff.

Since we are not out of the woods yet and the pandemic has demonstrated the need for non-congregate, emergency shelter in our community, Flagstaff Shelter Services is acquiring a local motel on the historic Route 66 to better care for our vulnerable neighbors. With the requested ARPA/CDBG dollars, we will operate 56 non-congregate, emergency shelter units at this new location. This will allow us to decompress our congregate shelter and will provide a safe place for diverse individuals and families to stay until permanent housing is secured. With almost two years of experience providing emergency shelter and wrap-around services via rented motel rooms, Flagstaff Shelter Services is fully prepared to quickly implement comprehensive, onsite services at this new location. We have the partnerships already in place to accomplish this. This includes behavioral health and medical care in partnership with Native Americans for Community Action, North Country HealthCare, The Guidance Center, and Southwest Behavioral & Health Services. Additionally, as a result of COVID, we have already nearly doubled our personnel and are prepared to appropriately staff this non-congregate emergency shelter site.

Flagstaff Shelter Services' organizational success with past programmatic expansions, our strong community partnerships, and our experience successfully administering federal and state funds position us well to successfully operate a second emergency shelter site. Flagstaff Shelter Services has successfully administered the following City of Flagstaff/CDBG funds without issue and complying with all statutes:

- 2022 - $150,000 (in process)
- 2021 - $562,248*
- 2020 - $350,000*
- 2019 - $59,597.45
- 2018 - $332,768
- 2018 - $60,000
- 2017 - $57,794

	• 2016 - $89,800 • 2015 - $50,000 • 2014 - $38,911 Flagstaff Shelter Services also has successfully administered the following Arizona Department of Housing Trust Fund monies without issue: • 2021 - $150,000* • 2020 - $150,000* • 2019 - $115,000 • 2018 - $100,000 • 2017 - $100,000 • 2016 - $105,000 • 2015 - $100,000 • 2014 - $98,000 Flagstaff Shelter Services has successfully administered the following Arizona Department of Economic Security funds without issue: • 2021 - $1,334,736* • 2020 - $975,497* • 2019 - $250,000 • 2018 - $160,000 • 2017 - $160,000 • 2016 - $160,000 *Please note: Funding amounts for 2020 and 2021 significantly increased to account for COVID-response expenses incurred by Flagstaff Shelter Services. Also, while the Federal Emergency Management Agency ultimately denied Flagstaff Shelter Services' reimbursement request for $949,540, the Arizona Department of Emergency & Military Affairs awarded $534,116.59 to support non-congregate, emergency shelter operations in 2020. Lastly, in 2021, Flagstaff Shelter Services' COVID-mitigation work was supported by $400,000 in emergency funds from the Governor's office and $50,000 from Coconino County. While we have never had to return awarded funds at any point, we did receive a contract extension for less than $5,000 of the 2018 CDBG funds awarded due to staffing and hiring challenges.
17. (10 Points) Divide the execution and administration of the project into areas of responsibility.	Flagstaff Shelter Services' non-congregate, motel shelter operations will be overseen by our in-house Director of Operations, Charles Arabas, who will serve as Project Manager. Mr. Arabas has served as Flagstaff Shelter Services' Director of Operations since 2015 and has been with the organization since 2013. He oversees all our emergency shelter operations, including at rented motel sites sheltering COVID-positive households. Mr. Arabas will be responsible for ensuring policies and procedures are appropriately managed, and he will supervise the Coordinators who will run the around-the-clock, non-congregate shelter. (See attached Coordinator job description). As a result of our COVID-

	response of safely sheltering vulnerable households in rented motel rooms staffed by Flagstaff Shelter Services' Coordinators, we have already nearly doubled our personnel and are prepared to appropriately staff this new, non-congregate, emergency shelter site. Flagstaff Shelter Services' Director of Programs, Holly Creager, will be responsible for developing programming at the site, guiding housing case management, and coordinating onsite wrap-around services including but not limited to medical care and behavioral health services. Mrs. Creager has been with Flagstaff Shelter Services since summer 2019 and brings rich behavioral health experience. See attached Organization Chart, Coordinators job description, and resumes for Mr. Arabas and Mrs. Creager.
Question 17 Attachments	Org Chart, Job Description, Resumes.pdf
18. (10 Points) Tab 7 of the checklist requests a Schedule of Completion for this proposed project.	Upon Notice to Proceed, Flagstaff Shelter Services will begin spending down awarded funds on Coordinator wages and shelter operations expenses. Funds will be spent down monthly, and the grant will be fully expended by the 12th month after the Notice to Proceed, with close-out and monitoring taking place in months 12 and 13. See attached Schedule of Completion.
Question 18 Attachment - Schedule of Completion	Schedule of Completion.xlsx
19. (10 Points) Tab 8 of the checklist requests a budget for this proposed project.	ARPA Local Recovery funds/CDBG funds will help cover Coordinator wages to staff the non-congregate, motel shelter site and will pay shelter operations expenses, including motel utilities, phone, internet, supplies, insurance, and property maintenance and repairs. These funds will enable Flagstaff Shelter Services to successfully provide safe, non-congregate, motel shelter to diverse individuals and families in Flagstaff. A full Project Budget of $8,549,087.18 is attached and includes the following leverage: • Flagstaff Family Food Center (FFFC) will provide meals to Flagstaff Shelter Services' non-congregate, emergency shelter guests daily (valued at $498,687.18). • North Country HealthCare (NCHC) will provide uncompensated medical care and crucial medications to shelter guests (valued at $1,050,000). • Native Americans for Community Action will provide culturally-relevant medical and behavioral services and resources to Indigenous shelter guests (valued at

	$15,000). • The Guidance Center will provide behavioral health services, including substance abuse treatment, to shelter guests (valued at $80,000). • Southwest Behavioral & Health Services will offer behavioral health services to shelter guests (valued at $100,000). • Flagstaff Shelter Services will leverage the $6.19 million purchase of the motel property to serve as non-congregate shelter. We will also leverage 75% of three Housing Case Management salaries. This brings our total agency leverage amount to $6,280,000.
Question 19 Attachment - Project Budget	Budget Shelter Ops.xlsx
20. (10 Points) Evidence-based interventions are practices or programs that have evidence to show that they are effective at producing results and improving outcomes when implemented.	According to the Center for Disease Control (CDC), people experiencing homelessness are at increased risk of both contracting and dying from the Coronavirus. This is in part due to a devastating shortage of non-congregate, emergency shelter. As the COVID-19 pandemic continues, there is a great need for non-congregate, emergency shelter space in Flagstaff. The city has very limited non-congregate shelter for families and ZERO non-congregate, emergency shelter units for individuals aside from what Flagstaff Shelter Services is currently providing through rented motel rooms. This project will address that obstacle by operating 56 non-congregate, emergency shelter units including 12 family units. This is important as non-congregate shelter is the CDC-recommended model for providing shelter during a pandemic because it enables guests to effectively social distance, and when necessary, isolate or quarantine. It has been found to reduce virus transmission, including transmission of COVID-19. As a result of this much needed project, Flagstaff Shelter Services expects to provide non-congregate, motel shelter and crucial, onsite, culturally appropriate resources to an estimated 1,200 vulnerable individuals experiencing homelessness over the course of the grant period. More than a bandage to the persistent challenge of homelessness in Flagstaff, all of Flagstaff Shelter Services' programs– including this non-congregate, motel shelter– aim to help extremely low to moderate income persons secure permanent, decent, and affordable housing. Therefore, the ultimate goal of the project is to successfully rehouse an average of two households every week, ending their stays in homelessness once and for all. Operating under the nationally recognized, evidence-based Housing First model, Flagstaff Shelter Services' skilled Housing Case Managers will provide persons experiencing homelessness with housing services designed to reduce lengthy stays in homelessness, promote improved health and self-sufficiency, and prevent returns to homelessness. Our Housing Case Managers work closely with a network of reputable landlords to identify appropriate, affordable, long-term housing for individuals and families, and Flagstaff Shelter Services offers shallow financial assistance for housing-related expenses such as security deposits, rental application fees, and first/last months' rent. Housing Case Managers also

	coordinate the wrap-around, supportive services households need to achieve housing stability. These supportive services include culturally appropriate housing-focused case management, budgeting support, and benefit application assistance, as well as coordinated care with our medical and behavioral health care partners. Once clients are housed, Housing Case Managers help identify and address barriers to remaining successfully housed and on the path to employment, good health, and self-sufficiency. Flagstaff Shelter Services has a long track record of accomplishing this. Since we started offering these housing services in 2015, over 800 individuals have been housed, and 86% of them remain successfully housed one year later.
21. (10 Points) Has your agency received CDBG funding and/or other City of Flagstaff funding in the past? What is the status of CDBG grant allocations from a prior year(s)?	Flagstaff Shelter Services has successfully administered the following City of Flagstaff/CDBG/CARES Act grants, spending all funds without issue and complying with all statutes: • 2022 - $150,000 in process (for emergency shelter) • 2021 - $562,248 for Front Door Coordinated Entry & motel sheltering for COVID-19 prevention • 2020 - $100,000 fully expended on COVID-response operations • 2019 - $60,000 fully expended on workforce development services for individuals experiencing homelessness • 2018 - $332,768 fully expended on emergency shelter renovation project (facility expansion) • 2018 - $60,000 fully expended to hire a new staff member, the Director of Shelter and Housing Services, to guide program expansion • 2017 - $57,794 fully expended to support Front Door Coordinated Entry • 2016 - $89,800 fully expended on overflow shelter services and a laundry facility project • 2015 - $50,000 fully expended in support of housing services • 2014 - $38,911 fully expended for the provision of emergency shelter for vulnerable women
Is there any other information you would like the Ranking Committee to know about your organization or project that is not already covered?	Flagstaff Shelter Services is extremely proud to have been accepted into the prestigious Corporation for Supportive Housing's 2022 Arizona Supportive Housing Institute. Participation in the Institute is providing our organization with education and technical assistance on a variety of topics including best practices, capacity building, sustainability, and implementation of low-barrier policies and procedures that take a harm reduction approach, are centered on choice and education, and promote long-term housing stability. This is an invaluable resource that will help Flagstaff Shelter Services better address glaring community needs around homelessness and housing for years to come.
Appendix A	
Appendix A	

City of Flagstaff Sub-Grant Agreement – Insurance Requirements

The Agency and it's sub-agencies shall procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Agency, its agents, representatives, employees, or sub-agencies, until all of their obligations have been discharged, including satisfaction of any warranty periods under this Agreement.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Agency from liabilities that might arise out of the performance of the work under this Agreement by the Agency, its agents, representatives, employees, or sub-agencies, and the Agency is free to purchase additional insurance as may be determined necessary.

1.1 Minimum Scope and Limits of Insurance. The Agency shall provide coverage at least as broad and with limits of liability not less than those stated below.

1.1.1... Commercial General Liability - Occurrence Form

General Aggregate ..... $ 2,000,000

Products-Completed Operations Aggregate..... $ 1,000,000

Each Occurrence ..... $ 1,000,000

1.1.2 .. Umbrella Coverage..... $ 2,000,000

1.1.3... Automobile Liability - Any Auto or Owned, Hired, and Non-Owned Vehicles

Combined Single Limit Per Accident

or Bodily Injury and Property Damage..... $ 1,000,000

1.1.4... Workers' Compensation and Employer's Liability

Workers' Compensation..... Statutory

Employer's Liability: Each Accident ..... $ 500,000

Disease-Each Employee..... $ 500,000

Disease-Policy Limit..... $ 500,000

1.2 Self-Insured Retentions/Deductibles. Any self-insured retentions and deductibles shall be declared to and approved by the City. If not approved, the City may require that the

insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. The Agency shall be solely responsible for any self-insured retention amounts. City at its option may require the Agency to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

1.3 Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1.3.1 Commercial General Liability and Automobile Liability Coverages

1.3.1.1 The City of Flagstaff, its officers, officials, agents, employees, and volunteers are to be listed as additional insureds with respect to liability arising out of: activities performed by, or on behalf of, the Agency, including the City's general supervision of the Agency; products and completed operations of the Agency; and automobiles owned, leased, hired, or borrowed by the Agency.

1.3.1.2 The Agency's insurance shall contain broad form contractual liability coverage.

1.3.1.3 The Agency's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Agency's insurance and shall not contribute to it.

1.3.1.4 The Agency's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

1.3.1.5 Coverage provided by the Agency shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

1.3.1.6 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the Agency for the City.

1.3.2 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the Agency for the City.

1.3.3 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to: Risk Manager, 211

W. Aspen Avenue, Flagstaff, AZ, 86001, and shall be sent by certified mail, return receipt requested.

1.3.4 Acceptability of Insurers. Insurance shall be placed 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 in no way warrants that the above-required minimum insurer rating is sufficient to protect the Agency from potential insurer insolvency.

1.3.5 Verification of Coverage. The Agency shall furnish the City with Certificates of Insurance as required by this Agreement. 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 Project name/description and City contract number shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Agency commences work.

1.3.5.1 Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall be a material breach of Agreement.

1.3.5.2 All Certificates of Insurance required by this Agreement shall be sent directly to: Stacey Brechler-Knaggs, Grants Administrator, 211 West Aspen Avenue, Flagstaff, Arizona, 86001. The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement, at any time.

1.3.6 Sub-agencies. The Agency's Certificates of Insurance shall include all sub-agencies as insureds under its policies, or the Agency shall furnish to the City separate Certificates of Insurance for each sub-agency. All coverages for sub-agencies shall be subject to the minimum requirements identified above.

1.3.7 Approval. Any modification or variation from the insurance requirements in this Agreement shall have prior approval from the Flagstaff City Attorney's Office and the Risk Manager, whose decision shall be final. Such action shall not require a formal Agreement Amendment but may be made by administrative action.

Appendix B

Appendix B

2021 Area Median Income Limits for the City of Flagstaff

Appendix C

Appendix C - Schedule of Completion	Upon Notice to Proceed, Flagstaff Shelter Services will begin spending down awarded funds on Coordinator wages and shelter operations expenses. Funds will be spent down monthly, and the grant will be fully expended by the 12th month after the Notice to Proceed, with close-out and monitoring taking place in months 12 and 13. See attached Schedule of Completion.

Schedule of Completion - Template

Click to Download Schedule of Completion Template

Upload Appendix C - Schedule of Completion	Schedule of Completion_1.xlsx

Schedule of Completion (Example)

Appendix D

Appendix D - Project Budget	ARPA Local Recovery funds/CDBG funds will help cover Coordinator wages to staff the non-congregate, motel shelter site and will pay shelter operations expenses, including motel utilities, phone, internet, supplies, insurance, and property maintenance and repairs. These funds will enable Flagstaff Shelter Services to successfully provide safe, non-congregate, motel shelter to diverse individuals and families in Flagstaff. A full Project Budget of $8,549,087.18 is attached and includes the following leverage: • Flagstaff Family Food Center (FFFC) will provide meals to Flagstaff Shelter Services' non-congregate, emergency shelter guests daily (valued at $498,687.18). • North Country HealthCare (NCHC) will provide uncompensated medical care and crucial medications to shelter guests (valued at $1,050,000). • Native Americans for Community Action will provide culturally-relevant medical and behavioral services and resources to Indigenous shelter guests (valued at $15,000). • The Guidance Center will provide behavioral health services, including substance abuse treatment, to shelter guests (valued at $80,000).

	• Southwest Behavioral & Health Services will offer behavioral health services to shelter guests (valued at $100,000). • Flagstaff Shelter Services will leverage the $6.19 million purchase of the motel property to serve as non-congregate shelter. We will also leverage 75% of three Housing Case Management salaries. This brings our total agency leverage amount to $6,280,000.

Project Budget - Template

Click to download project budget template

Upload Appendix D - Project Budget	Budget Shelter Ops_2.xlsx

Project Budget - Example

Appendix E

Appendix E Project Ranking Form 2022/2023

City staff and the Ranking Committee will use this form to evaluate potential projects. (Click to Download)

Assessments are based on CDBG and/or ARPA CLFRF eligibility criteria and the needs of the citizens of Flagstaff as identified in the 2021-2025 Consolidated Plan. Consideration is given to past performance of the submitting organization.

A summary of this evaluation is presented to City Council for their review and consideration in making final funding decisions. Maximum potential scores are listed in parenthesis next to the ranking form question.

Appendix F

Appendix F

Additional Attachments:	Leverage Letters.pdf
Additional Attachments:	Community Support Letters.pdf

Additional Attachements: ADOH Award, Project Location Map, Committment to DEI, Authorization to Request.pdf

Additional Attachements: Board List, 501c3 Letter, FY21 Audit.pdf

	Project Schedule of Completion
City of Flagstaff	**CDBG/ARPA CLFRF 2022/2023**
Project Description:	The Crown: Non-Congregate Motel Shelter Operations
Implementing Agency:	Flagstaff Shelter Services
CoF Project Number:	
Persons Served:	1200 individuals
Date Submitted:	2/22/2022

Action Items:	**Item Description**	**Program Year: 2022/2023**					**1st Month Begins with the Notice to Proceed**								
			1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th
1	Coordinator Wages Paid														
2	Shelter Operations Expenses Paid														
3	Close-out and Monitoring														

Project Budget	
City of Flagstaff	**CDBG / ARPA CLFRF 2021/2022**
Project Description:	The Crown: Non-Congregate, Motel Shelter Operations
Implementing Agency:	Flagstaff Shelter Services
CoF Project Number:	
Persons Served:	1200 individuals
Date Submitted:	2/22/2022

Item/Activity Identifier	Item/Activity Desription	Source 1	Source 2	Source 3	Leverage	In-Kind	Project
		City of Flagstaff ARPA/CDBG	Federal/State/ Local Funding	Other Funding Requests (Foundations & Corporations)	Agency Financing	Donations	TOTALS
1	**Program or Project Related Expenses**						
A	Motel Purchase				$6,190,000.00		**$6,190,000.00**
2	**Administration**						
A	Director of Operations (.33 FTE for this project)			$24,799.00			**$24,799.00**
B	Director of Programs (.33 FTE for this project)			$24,799.00			**$24,799.00**
3	**Program Operations**						
A	Food for Shelter Guests (from Fagstaff Family Food Center)					$498,687.18	**$498,687.18**
B	Shelter Operation Expenses (Utilities, Phone/Internet, Property Maintenance & Repairs, Supplies, Insurance)	$50,000.00		$33,100.00			**$83,100.00**
C	Motel Shelter Coordinator Wages (24 hrs/day, 7 days/week)	$250,000.00		$65,360.00			**$315,360.00**
D	Housing Case Manager Salaries (3 staff x .75 FTE each)				$90,000.00		**$90,000.00**
E	Flagstaff Shelter Services Employee Related Expenses			$77,342.00			**$77,342.00**
F	Medical Care (via North Country HealthCare)					$1,050,000.00	**$1,050,000.00**
G	Behavioral Health & Medical Care (from Native Americans for Community Action)					$15,000.00	**$15,000.00**
H	Behavioral Health Care (from the Guidance Center)					$80,000.00	**$80,000.00**
I	Behavioral Health Care (from Southwest Behavioral & Health Services)					$100,000.00	**$100,000.00**
Totals		$300,000.00	$0.00	$225,400.00	$6,280,000.00	$1,743,687.18	**$8,549,087.18**

Use of ARPA/CDBG Funds: Awarded funds will pay for Coordinator wages as well as shelter operation expeses, which include utilities, phone, internet, property maintenance and repairs, supplies, and insurance. This will enable Flagstaff Shelter Services to provide safe, non-congregate motel shelter to 1,200 diverse, unduplicated Flagstaff residents.

Appendix E

Project Ranking Form 2022/2023

City staff will use this form to evaluate potential projects. Assessments are based on CDBG and/or ARPA CLFRF eligibility criteria and the needs of the citizens of Flagstaff as identified in the 2021-2025 Consolidated Plan. Consideration is given to past performance of the submitting organization. A summary of this evaluation is presented to City Council for their review and consideration in making final funding decisions. Maximum potential scores are listed in parenthesis next to the ranking form question

Agency Name: Flagstaff Shelter Services

CDBG Funding Requested: If needed ARPA CLFRF Funding Requested: $300,000

Name of Project: The Crown: Housing is Healthcare Program

Area of service: X Citywide _____Other Qualified Census Tract: _____

_____Sunnyside _____La Plaza Vieja _____Pine Knoll _____Southside

Type of Project: X Public Service If Public Service, Congregate Care? X

_____ Economic Development _____Public Facilities and Improvements _____Housing

CDBG Eligible? YES / NO ARPA CLFRF Eligible? YES / NO

Additional Considerations:

Ratio of dollars per person benefitted by proposed project: $250/person

Has the organization administered a successful CDBG contract in past years? YES / NO

TOTAL RANKING SCORE: 170

POINTS POSSIBLE: 215

FOR CITY STAFF / RANKING COMMITTEE USE ONLY

~~1. (1 Point) Economic Development Activities ONLY~~

- ~~Did the agency correctly identify which economic development activity it was applying for?~~
- ~~Did the agency request technical assistance to determine the correct project category?~~

~~No (0 points) Yes (1 point)~~

---

2. – 4. (10 Points) Public Service Activities ONLY

How well does the answer define the following?

- A new service?
- A quantifiable increase in the level of an existing service?
- To what extent does the answer explain how the proposed project will fulfill service gaps in Flagstaff?

(Not at all) 0 1 2 3 4 5 6 7 8 9 10 (Very Much)

---

5. (10 points) CDBG Activities ONLY

How well does the answer explain how the project will achieve the CDBG Primary and National objectives?
How well does the response explain how the project will:

- Provide decent housing; or
- Provide a suitable living environment; or
- Expand economic development opportunities

(Not at all) 0 1 2 3 4 5 6 7 8 9 10 (Very Much)

---

6. (10 Points) CDBG Activities ONLY

How well does the answer explain whether the proposal meets one or more of the Council's CDBG Priorities?

Council's Priorities:

- Housing – Rental/Ownership
- Homelessness
- Neighborhood Revitalization
- Workforce Job Training

(Not at all) 0 1 2 3 4 5 6 7 8 9 10 (Very Much)

---

7. (10 Points) CDBG Activities ONLY

How well does the answer document that the proposed project will meet the needs proposed in the in

the City of Flagstaff 2021-2025 Consolidated Plan?

(Not at all) 0 1 2 3 4 5 6 7 [8] 9 10 (Very Much)

---

8. (5 Points)
   Does the proposed project take place in one of the target neighborhoods? Does the answer explain how the organization will provide outreach to residents in target neighborhoods and LMI households city wide?

   [No (0 points)] Yes (5 points)

---

9. (10 points)
   How well does the answer explain the proposed scope of the project?
   Does the answer include:

   - Estimated number of persons to be served
   - Whether or not the project prepares for, prevents and/or responds to COVID-19 and how.
   - Current status of the project
   - Are construction/concept plans attached with a scope of work for construction/rehabilitation projects (this is required if applicable)
   - Is a price estimate/quote attached for construction/rehabilitation projects (this is required if applicable)?

   (Not at all) 0 1 2 3 4 5 6 7 [8] 9 10 (Very Much)

---

10. (10 Points)
    How well does the answer explain how the project advances the agency's mission? Does the answer demonstrate the agency's commitment to diversity, equity, and inclusion as well as documented steps taken to strengthen that commitment?

    (Not at all) 0 1 2 3 4 5 6 7 [8] 9 10 (Very Much)

---

11. (10 Points)
    How well does the answer explain how the organization will provide services to LEP and/or ADA persons?

    (Not at all) 0 1 2 3 4 5 6 7 [8] 9 10 (Very Much)

---

12. (10 Points)
How well does the answer justify the local need for the proposed project within Flagstaff city limits? Are recent local data and/or supportive statistics attached?

(Not at all) 0 1 2 3 4 5 6 7 [8] 9 10 (Very Much)

---

13. (10 Points)
How well does the answer describe the way in which the agency will define success beyond CDBG/ ARPA CLFRF requirements?

(Not at all) 0 1 2 3 4 5 [6] 7 8 9 10 (Very Much)

Providing emergency non-congregate shelter for individuals and families is a crucial service in the community, but the Ranking Committee wasn't provided details about the program. How long can families/individuals stay? Do they have a time limit? Is there follow-up with clients?

---

14. (10 Points)
Is there evidence of community collaborations that can be effective programmatic support? Does the answer provide evidence of the following?

- Additional leverage letters
- Agreements, staffing partnerships, etc.
- Are current letters of community collaboration/support attached?

(None) 0 1 2 3 4 5 6 7 [8] 9 10 (Extensive)

---

15. (10 Points)
Is the agency participating in coordinated entry (Front Door)? Is a Memorandum of Understanding (MOU) or a letter from the Continuum of Care included?

No (0 points) [Yes (10 points)]

---

16. (10 Points)
How well does the answer describe?

- The organization's history administering this or similar projects?
- The organization's realistic capacity for undertaking this project.
- The organization's experience administering federal and state grants and complying with federal statutes?
- Has the agency ever been asked to return awarded funds?

- Has the agency ever requested a budget amendment or contract extension? If yes, was reasoning provided?

While the agency has many years of successful funding with the City of Flagstaff the Ranking Committee was confused about the comments re: FEMA funding for motel rooms. There was no background provided.

(Not at all) 0 1 2 3 4 5 6 **7** 8 9 10 (Very Much)

---

17. (10 Points)
Did the answer divide the organization's execution and administration of the project by the following?

- Name, titles, and resumes of the staff involved?
- Job descriptions for any new positions? Is the project manager identified?
- Is a distinction made between in-house staff and contracted assistance?
- Does Tab 6 include all staff positions and proposed positions?

(Not at all) 0 1 2 3 4 5 6 7 **8** 9 10 (Very Much)

---

18. (10 Points)
Does Appendix C (Schedule of Completion) include the following?

- A narrative summary describing the expenditure of Funds
- The rate of expenditure and the predicted progress of the proposed schedule
- An estimated completion of project.

(None) 0 1 2 3 4 5 6 7 8 **9** 10 (Extensive)

---

19. (10 Points)
Does Appendix D include a comprehensive budget for this proposed project? Is a narrative summary describing exactly what CDBG and/or ARPA CLFRF funds will pay for found in Appendix D?

- Are leveraged funding sources identified? Was formal documentation provided?
- For construction contracts, were bids and/or quotes provided?

(None) 0 1 2 3 4 5 6 **7** 8 9 10 (Extensive)

The leveraged funding was not confirmed, and it was difficult to understand how the budgeted amounts were determined.

---

20. (10 Points)
How well does the answer explain how evidence-based interventions are used in this project? Does the answer include information regarding:

- Obstacle(s) being addressed.

- Goals (s) set for the project.
- Methods used to reach the goal(s).
- Outcomes intended.

(Not at all) 0 1 2 3 4 5 6 7 [8] 9 10 (Very Much)

---

21. (10 Points)
Has the agency received CDBG funding and/or another City of Flagstaff funding in the past? Is the Agency in good standing to receive federal and/or another City of Flagstaff funding?

(None) 0 1 2 3 4 5 6 7 8 [9] 10 (Extensive)

General Criteria

1. (10 Points)
How realistic is this project in terms of probability of success within the community?

(Not at all) 0 1 2 3 4 5 6 7 8 [9] 10 (Very)

---

2. (5 Points)
How realistic is the 12-month Schedule of Completion? Was the correct format used in creating the schedule?

(Not at all) 0 1 2 3 4 [5] (Very)

---

3. (15 Points)
How realistic is the project budget? Was the correct format used? Does the budget include:

- All funding sources to be used for the project, separating CDBG and/or ARPA CLFRF funds from non CDBG and/or ARPA CLFRF funds? (1 points)
- Leverage numbers on budget match to leverage letters (3 points)
- Is a realistic dollar amount assigned to any in-kind contributions? (1 points)
- Overall Budget Evaluation: (10 points)
    - Is the project cost effective?
    - What percentage of the project budget is leveraged funding?
    - What percentage of the budget is for administration?
    - Is the budget logical? Etc.

0 1 2 3 4 5 6 7 8 9 10 [11] 12 13 14 15

The budget is unclear regarding leverage and whether funding is secured for the project.

---

4. (10 Points)
   Has the applicant exhibited competence in preparing the proposal?
   Thorough and complete answers, well-written, correct grammar, easy to follow format, etc.

   (Not at all) 0 1 2 3 4 5 6 7 **8** 9 10 (Very)

---

5. Comments:
   The application was very similar to the construction application, which made it confusing for the Ranking Committee to understand the outcomes of the project.

City of Flagstaff

Murdoch Neighborhood Park Improvements

Housing Activity – Internal

City of Flagstaff – 2022 CDBG Internal Project Funding Request

Please indicate the following agency representative that will be the primary contact person for this project:

Name:	Mark Reavis, AICP/NCARB	Phone:	(928) 213-2633
Title and Dept:	Neighborhood Planner/CD	Email:	Mark.Reavis@flagstaffaz.gov

Project Details:

Project Name:	Murdoch Neighborhood Park
Department:	Community Development
Project Location:	Murdoch Center, 203 E Brannen Ave
Total Project Cost:	$382,725.00
CDBG Amount Requested:	$370,411.32
Other Funding Sources & Amounts:	Arts and Science - Southside green space & art allocation. $20,000

Brief project description including: a scope of work; current status; project schedule and timeline; how CDBG funds will be utilized; funding leverage; identify funding gaps; and any pending/committed funding sources and amounts:

Current conditions: The Murdoch Park project proposes to solve multiple nuisance and environmental issues within the Southside Neighborhood and placing a renewed focus on the Murdoch Community Center as the public meeting center of the Southside and the community at large. The landscaped area to the west (closed off right-of-way) and the grounds immediately north of the Murdoch are proposed as a public park. The landscaped area to the west has been the site of behavioral problems and police calls that has included public health issues. The north Murdoch grounds is currently not supported by working irrigation and park-like improvements. These conditions add to the impression that this area is uncared for and reduce the utilization of the space by the neighborhood residents. In a 2018 survey of neighborhood residents, this area was highlighted as a place that individuals felt unsafe walking through because of these environmental factors.

Scope of work: The western right-of-way landscaped area is proposed to be incorporated into the current Murdoch grounds with a low decorative fence that is consistent in defining the overall park area. Problematic landscaping will be thinned, and improved lighting (dark sky compliant), park rules signage, and security provisions provided. The existing chain-link fence is to be removed from the north perimeter and replaced with the decorative pier and rail fencing. The north grounds currently has a mega sized chess board that will be incorporated with new hardscape and paths that provides ADA access into the

site improvements. A turf lawn area is planned as a general play area. Playground equipment is not initially planned unless public input dictates. Informal areas are conceived that promotes creative play opportunities. Existing trees will be retained and additional provided. New shrubbery will not be provided but low-water native plantings encouraged where appropriate and limited. Appropriate site furnishings and lighting (dark sky) are to be provided.

The project schedule is conceived as being designed and completed within a years' time. The project proposes to utilize CDBG funding for the majority of construction costs, including but not limited to: excavation, irrigation, hardscape, sidewalks, retaining walls, storage, site furnishing & lighting, signage (rules, ID, interpretation) etc. Flagstaff Arts and Science has some funding available for green space development within the Southside (& Southside Plan) that can be reallocated to Murdoch Park to leverage CDBG funding. A small grant is currently approved for native planting around the chess board. There are no anticipated funding gaps.

Public participation has been initiated with the Murdoch Center Board (Southside Association) and an outreach to some interested neighbors. The Murdoch Center has expressed that they wish to have the City's Parks program manage the new neighborhood park while they will continue to manage the building and parking lot and look for opportunities to improve the parking configuration (per the plan) and develop a plaza area in the triangular area south of the building as a Phase 2 project under their management. Public participation will continue and be part of the project and as plans are developed further. The limited square footage of the north grounds, retention of the chess board and the need for multi-use areas will limit some potential opportunities. The intent is to provide a small safe neighborhood park, landscaped and irrigated that promotes creative plan and contemplative areas with overall improved security. It has been state by many that the importance of the Murdoch and its relationship to Flagstaff's ethnic history should be shared and integrated into the site in the potential for art and interpretive plaque installations.

The project schedule is estimated for completion within one year and be completed within the cost estimates. Beyond the CDBG funding sources and Arts and Science funding request of allocated funds there are no anticipated funding gaps. There is considerable interest from the community in assisting with the ethnic heritage interpretation for the park.

Total Beneficiaries:	_1,257_____ Households	_2,666_____ Individuals

Average household size is 2.61 people per household Utilize census tract information for target neighborhood infrastructure projects and/or utilization data for public facilities

Please reference the 2021-2025 5 Year Consolidated Plan Goals:

Category:	Neighborhood Revitalization	Priority Level:	High
Activity:	Public Facilities Improvements	5 Year Goal:	3,000 people

Council CDBG priority (mark all that apply):

☒ Neighborhood Revitalization ☐ Addressing Homelessness

☐ Housing ☐ Workforce Development

Will the activity take place in a target neighborhood?

- ☒ Southside
- ☐ La Plaza Vieja
- ☐ Sunnyside
- ☐ Pine Knoll

Special population (if any) to be assisted:

- ☐ Abused Children
- ☐ Persons with HIV/AIDS
- ☐ Elderly Persons
- ☐ Migrant Farm Workers
- ☐ Severely Disabled Persons
- ☐ Homeless Persons
- ☐ Victims of Domestic Violence
- ☐ Illiterate Adults

CDBG Primary Objective:

- ☐ Providing Decent Housing

  (Ex. Owner Occupied Housing Rehabilitation)
- ☒ Providing a suitable living environment

  (Ex. Neighborhood Revitalization/Infrastructure Improvements)
- ☐ Expanding Economic Opportunities for LMI Persons or Neighborhoods

  (Ex. Job Creation)

CDBG National Objective:

- ☒ Area Benefit Activities (LMA)
- ☐ Housing Activities (LMH)
- ☐ Limited Clientele Activities (LMC)
- ☐ Job Creation/Retention (LMJ)

Please attach *(if available)*:

- ☐ Map of Project Location
- ☐ Detailed Scope of Work for Construction Projects
- ☐ Construction and/or Concept Plans

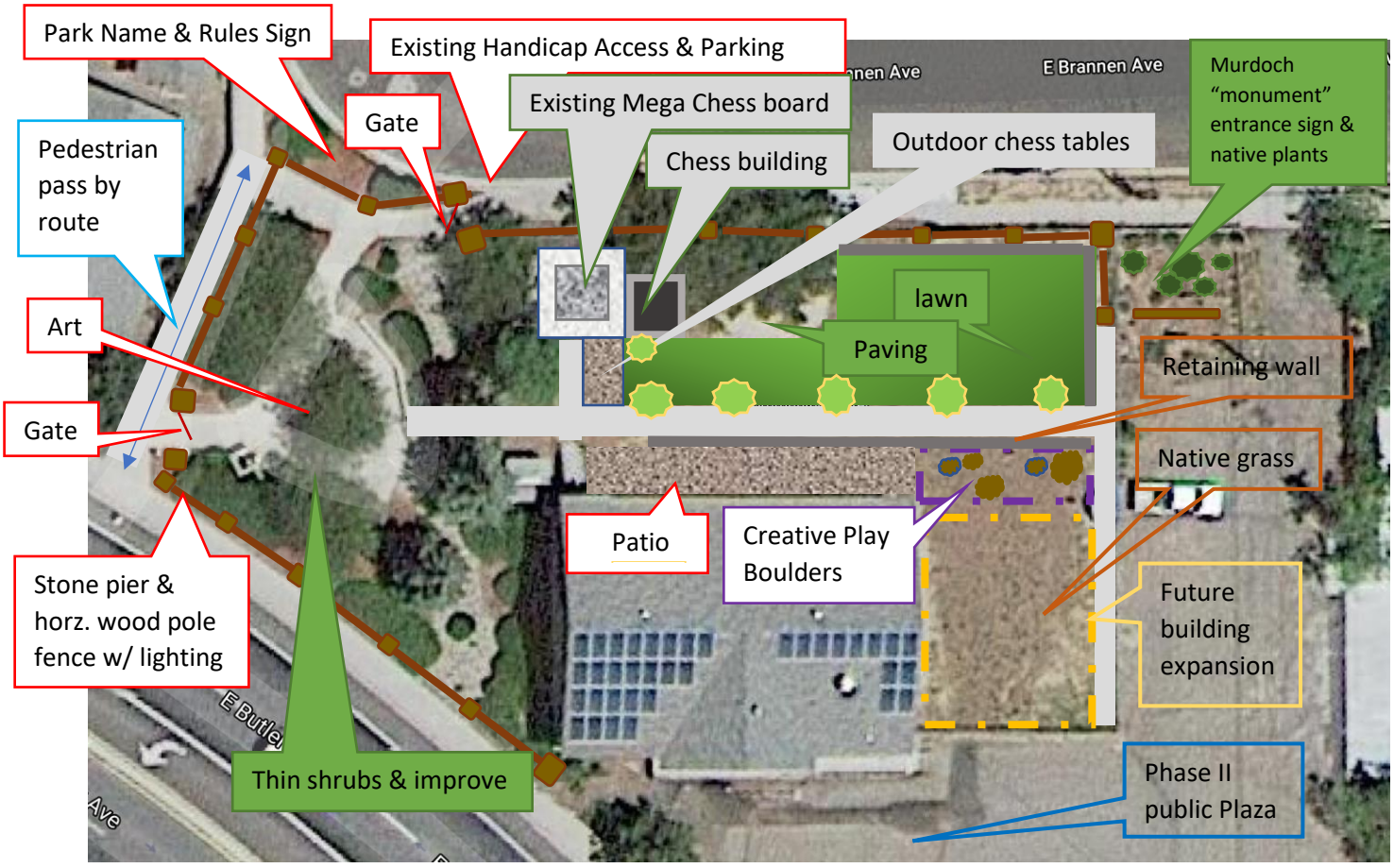
☐ Price Estimates

Please briefly describe how this project aligns with the City's Regional Plan, Carbon Neutrality Plan, and (if applicable) Neighborhood or Community Specific Plan:

The project aligns with the City's Regional Plan in its approach in the preparation of the Southside Neighborhood Specific Plan adopted by the City Council. The Southside plan had a particular focus on the importance of the Murdoch Center as a publicly available community meeting facility for the Southside and the Community at large. The Southside Plan specifically noted the need to improve the Murdoch grounds and the Plan presented potential improvements conceptually. Park landscaping assists in Carbon Neutrality.

Murdoch Center Phase 1- Landscape Concept

NOTE: This is just the current general concept calling out existing features and enhancements.



Phase I Murdoch concepts consistent with adopted Southside Plan

Phase I: The concept shows a variation of landscaping styles, solid green area as turf, dull green shows more natural feeling. A new monument sign and area for native landscape NE corner. Large boulders for creative active play space for all ages. Existing mega chess board concept to remain with large chess piece storage building with expansion with pavers with normal sized boards on tables added. Concept incorporates the existing west pocket park with thinned shrubs that will effetely double the available park area. Additional dark-sky lighting improvements and security provisions are provided to address the west areas issues. Stone pier and pole fence with incorporated (dark sky) lights should balance safety, inclusiveness, and aesthetics (one possible fence design). Concept presents opportunities for public art and ethnic history interpretation. The new concrete path planned for ADA access into the site.

Phase II & Future Expansion (Murdoch Center managed)**:** Create a public plaza with pavers in the triangular space currently used for parking, area immediately south of the Murdoch. Orient all new parking parallel to alley that improves organized parking numbers and frees up the plaza area. Provide an elevated platform at west end of plaza triangle at the height of the Murdoch entry doors as a stage.

Murdoch Park – Scope of Work & Cost Estimate

General Description: The area to be improved encompasses approximately 10,000 SF that includes the current west landscaped area and land north of the Murdoch building. Improvements include but are not limited to: stone pier & pole perimeter fencing with lighting enclosing the park on south, west & north, Thinning improvements to right-of-way park west of Murdoch. For the area north of Murdoch to include but not limited to: excavated land preparation, retaining wall blocks, irrigated turf lawn, hard scape pavers, trees, native plantings, large boulders for imaginative play and storage building for large chess pieces and facility maintenance with typical site furnishings of benches, trash cans and other amenities.

Estimate of Scope of Work:

General work and mobilization for $10,000 SF

Incorporation of Right-of-way landscaped area @ 4,400 SF:

- Thinning of shrubs
- Lava stone mulch
- Lighting & security provisions
- Ethnic history interpretation – 6 stations

Park Perimeter decorative fence (stone pier & pole w/ lighting):

- 320 LF of fencing
- 32 stone piers with lighting (dark sky/low profile

North Murdoch Park Area (5,000 SF):

- Site preparation & excavation
- 180 LF of 4 ft wide sidewalk (ADA) east-west & east parking
- Lawn area leveling, retaining blocks, soil, etc.
- Irrigated Turf lawn @ 2,000 SF
- Native plantings @ 800 SF

Mega Chess Board Area:

- Pavers for ADA connectivity & other hardscape 1,200 SF
- 10’ x 10” CMU Storage building with castle/Rook detailing (mega chess pieces, general storage, sprinkler controls, etc.
- Outdoor chess tables/bench x2

Adjacent land to Murdoch (future deck (north) building expansion (east):

- Area at north patio w/ rock mulch (or pavers) 600 SF
- Area east for building expansion (native grass) 1,200 SF

Driveway entry area (Murdoch Center sign, native plantings) 400 SF

Creative Play – not formal:

- 5 large boulders, Small slide, Tan-bark (soft landing), Perimeter

Trees: 6 substantial trees

- Accessories/furnishings (benches, trash cans, etc.)

Total Estimated Project Scope

Murdoch Park

No.	Description	Quantity	Unit	Unit Price	Extended Price
1	General Conditions	10,000	SF	$ 1.00	$ 10,000.00
2	Site Preparation	10,000	SF	$ 0.50	$ 5,000.00
3	Grading	10,000	SF	$ 0.50	$ 5,000.00
4	Drainage	10,000	SF	$ 0.30	$ 3,000.00
5	Utilities (Wet & Dry)	10,000	SF	$ 1.50	$ 15,000.00
6	Landscaping	5,000	SF	$ 4.00	$ 20,000.00
7	Turf/Lawn	2,000	SF	$ 27.50	$ 55,000.00
8	Pavers	1,200	SF	$ 15.00	$ 18,000.00
9	Storage Building	1	EA	$10,000.00	$ 10,000.00
10	Chess/Furnishings	1	EA	$ 7,000.00	$ 7,000.00
11	Fencing	320	LF	$ 35.00	$ 11,200.00
12	Stone Piers	32	EA	$ 1,000.00	$ 32,000.00
13	Historic Staitons	6	EA	$ 2,500.00	$ 15,000.00
14	Sidewalk	180	LF	$ 15.00	$ 2,700.00
15	Subtotal				**$ 208,900.00**
16	Contingency		%	10.0%	**$ 20,890.00**
				Total	**$ 229,790.00**

Additional participation from Arts & Science @ $20,000 for interpretive art & “green” improvements.

Phase 2 for Murdoch Park includes creating a paver event plaza and reconfiguring the existing parking lot to a functional perpendicular parking capacity as well as minor landscape features.





Phase 2 Murdoch Southside "Green Space Creation" Event Plaza

Murdoch Park Phase 2

No.	Description	Quantity	Unit	Unit Price	Extended Price
1	General Conditions	9,500	SF	$ 1.00	$ 9,500.00
2	Site Preparation	9,500	SF	$ 0.50	$ 4,750.00
3	Grading	9,500	SF	$ 0.50	$ 4,750.00
4	Drainage	9,500	SF	$ 0.30	$ 2,850.00
5	Parking Lot Overlay & Stripe	5,000	SF	$ 6.00	$ 30,000.00
6	Landscaping	200	SF	$ 4.00	$ 800.00
7	Pavers	3,600	SF	$ 17.00	$ 61,200.00
8	Stage	1	EA	$ 4,000.00	$ 4,000.00
14	Sidewalk	200	LF	$ 15.00	$ 3,000.00
15	Subtotal				**$ 120,850.00**
16	Contingency		%	10.0%	**$ 12,085.00**
				Total	**$ 132,935.00**

Flagstaff Shelter Services Inc.

The Crown Motel: Hotel to Housing Renovation Project

Housing Activity

Agency/Organization Name:	Flagstaff Shelter Services Inc.
Executive Director/CEO Name, Phone & Email:	Ross Altenbaugh, 928-225-2533 x303, ross@flagshelter.org
Program Manager/Grant Contact Name, Phone & Email:	Ross Altenbaugh, 928-225-2533 x303, ross@flagshelter.org
Mailing Address:	PO BOX 1808
City:	Flagstaff
State:	AZ
Zip:	86002-1808
Physical Address:	3300 E. Route 66
City:	Flagstaff
State:	AZ
Zip:	86004
Is your agency/organization a 501 (c) 3 non-profit organization, government entity or other(please explain)?	501 (c) 3 Organization
Please explain:	*Field not completed.*
Federal EIN/TIN #:	20-4921369

Agency DUNS Number:	833108801
Is your agency registered in the Federal System for Award Management?	Yes
Agency CAGE (Sam.gov) Number:	666CB
Is your agency/organization a participating member of the Coconino County Continuum of Care?	Yes
Is the project for the prevention, response, preparation or mitigation of COVID-19?	Yes
CDBG Funding Request:	$250,000
Local Recovery Funds Request:	*Field not completed.*

To determine your activity's eligibility for CDBG and/or ARPA Local Recovery Funds funding please contact kristine.pavlik@flagstaffaz.gov.

New or existing program:	New Program
Is the proposed project a quantifiable increase in services provided?	Yes
Project Name:	The Crown Motel: Hotel to Housing Renovation Project
Please provide a brief description of the project, including a scope of work	With the support and financial backing of the Arizona Department of Housing, Flagstaff Shelter Services is acquiring a 56-room motel on Route 66, complete with 12 family units. To address community needs resulting from the COVID-19 pandemic, Flagstaff Shelter Services will use this new site to provide non-

and how allocated funds will be used:	congregate, emergency shelter to diverse Flagstaff individuals and families experiencing homelessness. Eventually, once the pandemic is no longer an active threat to our community, the site will offer much-needed Permanent Supportive Housing units for vulnerable, housing-insecure community members. In the meantime, CDBG funds are needed to support crucial renovation costs to the motel property.
Area of service:	Citywide
Type of project:	Public Facilities & Improvements
Is the project related to congregate care services and/or facilities?	Yes, it will renovate a motel for non-congregate shelter use to provide an alternative to congregate shelter.
Total estimated number of persons to be assisted:	1,200
Populations Served:	Income Qualified LMI Households, Elderly Persons, Persons with HIV/AIDS, Illiterate Adults, Victims of Domestic Violence, Severely Disabled Adults, Persons Experiencing Homelessness

(Section Break)

For CDBG Funding Requests Only:

National Objective:	Low/Mod Limited Clientele Benefit (LMC)
City Council CDBG Priority:	Addressing Homelessness
2021-2025 Consolidated Plan Priority Need:	Neighborhood revitalization, public facilities and infrastructure
2021-2025 Consolidated Plan Activity:	Public Facilities
2021-2025 Consolidated Plan Priority Level & 5 Year Goal:	High; 100 people

(Section Break)

Name and Title of Authorized Representative:	Ross S. Altenbaugh, Executive Director
Signature of Authorized Representative:	Ross S. Altenbaugh
Date:	2/19/22

Narrative Questions

Narrative Questions

Please respond to the following questions in the order listed. Be sure to include the entire question in your response where appropriate.

(Section Break)

Answer Question 1 for CDBG Economic Development Activities ONLY (1 Point)

To find out if your activity is categorized as an Economic Development Activity please contact Kristine.Pavlik@flagstaffaz.gov.

1. Economic Development activities create jobs or support businesses in low income neighborhoods or for low income individuals. Please check one of these eligible activities if you are applying under the Economic Development Category.	*Field not completed.*

(Section Break)

Answer Questions 2, 3 and 4 for CDBG Public Service Activities ONLY (10 Points)

To find out if your activity is categorized as a Public Service Activity please contact Kristine.Pavlik@flagstaffaz.gov

2. Mark the public service activity that best fits your proposed service.	*Field not completed.*
3. Clearly define how the proposed service is either a new service or a quantifiable increase in the level of an existing service.	N/A
4. Discuss similar services that are offered in Flagstaff and how the proposed service is different than what is already offered to the community (e.g., what gap will the proposed service fill?).	N/A

(Section Break)

Answer Questions 5, 6, and 7 for CDBG Funding Requests ONLY

Some projects are eligible for both/either CDBG and ARPA Local Recovery Funds, to find out if your activity is eligible for ONLY CDBG Funding and not also Local Recovery Funds please contact Kristine.Pavlik@flagstaffaz.gov.

5. (10 Points) Identify how this proposed project achieves the CDBG Primary and National Objectives by addressing how the project will develop viable urban communities and benefit low-moderate income persons or neighborhoods.	During the first year of the COVID-19 pandemic, homeless service providers nationwide blazed a trail for learning how to use motels to safely shelter and house vulnerable populations. In Northern Arizona, this work was done by Flagstaff Shelter Services. Because of our ground-breaking work and the work of other agencies across the country, the federal government has made a meaningful financial investment in the purchase of motel properties nationwide to meet identified shelter and housing needs. Flagstaff Shelter Services has received federal funding via the Arizona Department of Housing to purchase the Howard Johnson Motel (historically known as the Crown Motel) on east Route 66 (see attached award letter). The proposed Crown Motel: Hotel to Housing Renovation Project will support safety-related renovations of the property. This project is in direct alignment with the CDBG National Objective pertinent to

Flagstaff of serving individuals that are defined by the Department of Housing and Urban Development (HUD) as low to moderate income (LMI) persons. The project falls under the Limited Clientele Activities (subcategory 2) as all households served by Flagstaff Shelter Services meet the federal definition of homeless as determined by HUD and are presumed to be extremely LMI. Additionally, Flagstaff Shelter Services' clients also fall under the following specific people groups:

• Elderly Persons: In 2021, Flagstaff Shelter Services served over 300 seniors (14% of our total population served). Continuing to serve this vulnerable population is critical as the Center for Disease Control notes older individuals experiencing homelessness may be at increased risk of severe illness from COVID-19.
• Severely Disabled: On average, 50% of those served by Flagstaff Shelter Services report having a chronic mental or physical health issue.
• Victims of Domestic Violence: About 40% of clients served by Flagstaff Shelter Services are women, 90% of whom report having experienced domestic or sexual violence.
• Persons with HIV/AIDS: Flagstaff Shelter Services welcomes all, regardless of health status. This means we occasionally serve Flagstaff residents living with HIV/AIDS.
• Illiterate Adults: Academic attainment levels are low among many of the individuals served by Flagstaff Shelter Services, and some of the adults served are illiterate.

The proposed Crown Motel: Hotel to Housing Renovation Project will create critical, non-congregate emergency shelter space to meet the housing needs of some of the most vulnerable people groups in our community and will support the following two CDBG Primary Objectives:

1) Providing a suitable living environment: The COVID-19 pandemic has highlighted how housing truly is healthcare and has demonstrated the need for non-congregate shelter space that allows individuals and families to safely distance and quarantine. For the past two years, Flagstaff Shelter Services has provided a critical community response for diverse people experiencing homelessness who have contracted COVID-19 by contracting with local motels to provide a temporary, suitable living environment. While extremely expensive, this has proved effective in protecting vulnerable individuals and our community as a whole. Now, Flagstaff Shelter Services is acquiring our own former motel property, and the proposed renovation of this property will allow us to provide a safe and suitable living environment (via non-congregate emergency shelter) for extremely LMI individuals in crisis until permanent housing can be secured. This represents an important investment in the health of our community. This new emergency motel shelter site will provide a safe living environment without barriers or preconditions (such as sobriety or COVID status) to an estimated 1,200 unduplicated people annually. It will serve the most vulnerable households in crisis, many of whom are turned away by every other agency in town. This

	includes families as the 56-room motel site includes 12 family units. Families experiencing homelessness, particularly those that include fathers, will benefit greatly from this project as it will fill an urgent community need for shelter space for two-parent households and single fathers with children. Currently, Flagstaff only has the capacity to serve three of these families at a time. There is a desperate community need for emergency shelter space that allows fathers to stay with their children. This project will help keep parents and children in crisis together and provide a suitable living environment by ensuring there is safe, sufficient, barrier-free space and culturally sensitive services for entire families. Additionally, it is worth noting that this motel site will provide a suitable living environment to vulnerable Flagstaff residents for years to come. Once the COVID-19 pandemic is no longer a significant threat to our community, Flagstaff Shelter Services will transition this site from being used as non-congregate, emergency shelter to providing Permanent Supportive Housing for the most vulnerable in our community under our already successful Housing as Healthcare program. 2) Providing decent housing: In accordance with this CDBG Primary Objective, the ultimate goal of the Crown Motel: Hotel to Housing Renovation Project is to help extremely LMI persons secure permanent, decent, and affordable housing. By increasing the capacity of our emergency shelter, Flagstaff Shelter Services will be well equipped to help more individuals and families in crisis become stably housed. This will be achieved through culturally appropriate supportive services, housing-focused case management, and community partnerships. Flagstaff Shelter Services operates a successful housing program that can easily fold in new individuals and families. As such, we will leverage our experienced Housing Case Management staff to bring necessary housing stabilization to guests of this new non-congregate, emergency motel shelter site.
6. (10 Points) Identify how the proposal meets one or more of the City Council's CDBG Priorities:	The primary City Council CDBG Priority met by the proposed Crown Motel: Hotel to Housing Renovation Project is Addressing Homelessness. All households served by Flagstaff Shelter Services, and in turn this motel shelter renovation project, qualify as homeless under the Department of Housing and Urban Development's definition. Expanding non-congregate, emergency shelter capacity at Flagstaff Shelter Services (the only agency in all of Coconino County to offer temporary shelter to anyone regardless of faith, mental health, sobriety, criminal record or COVID status) is critical to decreasing the number of unsheltered individuals in Flagstaff. The other City Council CDBG Priority met by the proposed Crown Motel: Hotel to Housing Renovation Project is Housing – Rental/ Ownership. Individuals, couples, and families served by at this new site will work with a Flagstaff Shelter Services Housing Case Manager as appropriate to secure permanent housing (generally through renting) that they have or will cultivate the financial resources to maintain. Our skilled Housing Case Managers work with a network of reputable landlords in the community, and Flagstaff Shelter Services provides

shallow financial assistance to help clients cover rental application fees, deposits, and first/last months' rent. This promotes a successful transition to housing stability. Since we started offering these housing placement services in 2015, over 800 individuals have been housed, and 86% of them remain successfully housed one year later.

7. (10 Points) Identify how the proposed project is consistent with the needs, priorities, goals, and objectives identified in the City of Flagstaff 2021-2025 Consolidated Plan.

Flagstaff Shelter Services' Crown Motel: Hotel to Housing Renovation Project will benefit extremely low to moderate income households with activities consistent with the CDBG Priority Need: Revitalization, Public Facilities & Infrastructure. This Facility Improvement project is in direct alignment with the City of Flagstaff's 5-Year Consolidated Plan goals as it addresses the following:

Priority Need: Neighborhood Revitalization, Public Facilities & Infrastructure
Activity: Public Facility Improvements
Special population: Yes (individuals experiencing homelessness)
Priority level: High
5-year goal: 100 people

This facility improvement project will increase access to a healthy, safe, and decent place to sleep by increasing non-congregate emergency shelter space in Flagstaff. This is in direct alignment with the City of Flagstaff's high priority goal to invest in facility improvement projects that serve 100 people as it will ensure 1,200 unduplicated individuals (each of whom meet the federal definition of homeless) have access to critical, non-congregate motel shelter annually. This will help ensure every person experiencing homelessness in Flagstaff on any given night (regardless of faith, mental health, sobriety, criminal record, or COVID-19 status) has access to safe shelter, nutritious meals, warm showers, laundry facilities, culturally relevant medical and behavioral health care, clothing, hygiene supplies, housing placement services, and additional day services.

The project is also consistent with the following City of Flagstaff's 5-Year Consolidated Plan goal:

Priority Need: Addressing Homelessness
Activity: Increase shelter beds/units
Special population: Yes (individuals experiencing homelessness)
Priority level: High
5-year goal: 15 beds

In direct alignment with the City of Flagstaff's high priority goal to increase the number of emergency shelter beds/units by 15 beds/units, the proposed Crown Motel: Hotel to Housing Renovation Project will add 56 new non-congregate, emergency shelter units that will provide a suitable alternative to people sleeping in unsafe places such as in a car or camping in the forest.

Narrative Questions Continued

Answer the following questions for ALL submissions:

Please ensure that each question is accompanied with a thorough answer in the proper order. Repetition is acceptable.

8. (5 Points) If applicable, indicate whether the project is specific to one of the four target neighborhoods and/or if the program office is located in one of the below target neighborhoods.	Flagstaff Shelter Services' Crown Motel: Hotel to Housing Renovation Project, located on the north side of east Route 66, is not specific to or located in any of the target neighborhoods but rather will serve diverse, low to moderate income households experiencing homelessness citywide.
9. (10 Points) Describe the proposed scope of the project:	To better respond to the ongoing COVID-19 pandemic and prevent further spread of the Coronavirus, Flagstaff Shelter Services is proposing to utilize $250,000 of CDBG funds to renovate a former motel that will bring 56 much-needed, non-congregate emergency shelter units to Flagstaff. While the Crown Motel (currently known as the Howard Johnson on Route 66) is livable and includes all furnishings, the proposed renovations are needed to improve safety and security. These changes include installing wrought iron fencing around the property, filling in the existing pool, installing an interior fire sprinkler system, removing the existing porte cochere, updating the existing laundry facilities to add four additional washers and dryers, and redoing the dilapidated parking lot (see attached Concept Plan and Price Estimate). It is also worth noting that Flagstaff Shelter Services is in discussion with City of Flagstaff staff to explore opportunities for preserving this unique property, which has been determined to be an eligible candidate for Historic Preservation. In acquiring and renovating this motel on the historic Route 66, we aim to enrich the community as a whole and to beautify a space for diverse, vulnerable community members to live. The proposed renovation project will enable Flagstaff Shelter Services to provide safe, non-congregate motel shelter to vulnerable individuals and families experiencing homelessness through the remainder of the COVID-19 crisis. This Center for Disease Control-recommended model of providing safe shelter during a pandemic has been shown to drastically reduce virus transmission. By increasing the number of non-congregate, emergency shelter units in our community, we can keep vulnerable populations experiencing homelessness—as well as the general Flagstaff community as a whole—safe from the ongoing public health crisis. Of course, providing emergency shelter is also the first step to helping diverse individuals and families experiencing homelessness move into permanent housing and toward long-term self-sufficiency. Also, in support of Flagstaff's continued conversation around options for emergency drop-off of people in crisis, this project will create an additional location where much

needed, culturally appropriate community services can be accessed.

As of the February 2022 writing of this application, this motel renovation project is in the planning stage. We are awaiting closing on the motel property purchase, which will occur very soon thanks to secured funding from the Arizona Department of Housing (see attached award letter), and renovations have been approved by the Flagstaff Shelter Services Board of Directors. As a result of the proposed Crown Motel: Hotel to Housing Renovation Project, 56 private rooms (12 of which are family rooms) will serve an estimated 1,200 vulnerable Flagstaff residents experiencing homelessness annually through the ongoing COVID-19 pandemic. As is already the case at Flagstaff Shelter Services' long-standing congregate shelter, individuals and families will be encouraged to take the necessary step of meeting with a Specialist from Front Door Coordinated Entry upon seeking shelter. Front Door is a community-wide, collaborative project that uses real time data to (1) expedite referrals for people in crisis to the housing partner best equipped to help individuals further develop their plan for housing permanence; (2) quickly end stays in homelessness; and (3) eliminate duplication of community services.

Just like at Flagstaff Shelter Services' congregate shelter, guests at this non-congregate motel shelter site will have access to nutritious meals daily, warm showers, laundry facilities, coordinated medical and behavioral healthcare, seasonally appropriate clothing and shoes, hygiene supplies, day services, and housing placement services. With nearly two years of experience providing emergency shelter and culturally sensitive wrap-around services via the use of rented motel rooms, Flagstaff Shelter Services has these comprehensive services ready to immediately implement at this new location. Additionally, as a result of COVID, we have already nearly doubled our personnel and are prepared to appropriately staff this non-congregate motel shelter site.

Flagstaff Shelter Services is committed to bringing the right collaborators to the table to best serve vulnerable community residents and address otherwise unmet community needs. With 16 years of experience providing emergency shelter and five years of experience serving as one of two Front Doors for the coordinated entry project, we see the gaps in the local social service safety net every day and are prepared to help fill them by developing this non-congregate, emergency shelter site. After all, identifying and addressing unmet community needs regarding shelter and housing is at the heart of what we do at Flagstaff Shelter Services. That is why, once the pandemic no longer represents an active threat to the Flagstaff community, this renovated motel site will serve as much needed Permanent Supportive Housing for our most vulnerable neighbors.

As soon as the Notice to Proceed is received, in compliance with procurement procedures, Flagstaff Shelter Services will move forward with appropriate bids through the formal procurement process. Once a contract has been secured, construction will begin. The renovation price estimate we have received from Kinney Construction Services is for $551,990. Factoring in $6,190,000 for the

	motel purchase, $63,211 for construction contingency, $24,799 for project oversight from our Director of Operations, and $2,149,047.18 for first year of program food and staffing, the total project budget is $8,979,047.18. The motel purchase is fully covered by secured funding from the Arizona Department of Housing (see attached award letter). Program operations are covered by secured leverage funds from Flagstaff Shelter Services, Flagstaff Family Food Center, Native Americans for Community Action, Southwest Behavioral & Health Services, The Guidance Center, and North Country HealthCare. The remainder of the project budget is being covered by other funding sources, namely foundation and corporate grants diligently being pursued.
10. (10 Points) Agency mission and commitment to diversity, equity, and inclusion.	The mission of Flagstaff Shelter Services is to provide individuals and families experiencing homelessness with crisis stabilization (via emergency shelter) and the tools needed to achieve housing stability; regardless of faith, mental health, or sobriety. For 16 years, Flagstaff Shelter Services has filled a critical gap in services by serving vulnerable Flagstaff residents without preconditions or barriers. This includes our neighbors who have contracted COVID-19. The proposed Crown Motel: Hotel to Housing Renovation Project will advance our mission as it will enable Flagstaff Shelter Services to provide safe, non-congregate emergency shelter to diverse households in crisis. This is the first step to helping individuals and families experiencing homelessness achieve long-term housing stability. Additionally, in future years, this new site will offer a long-term housing solution for the most vulnerable individuals in our community, which currently has a severe affordable housing shortage, as it will create 56 new units of Permanent Supportive Housing in Flagstaff. Racial inequity is a dominant truth that permeates all areas of American life. Social and housing service agencies are not exempt. Therefore, Flagstaff Shelter Services is intentionally transforming the way we care for diverse households experiencing homelessness with the provision of accessible, inclusive, and client-led services. Three years ago, we made a commitment to begin the difficult and dynamic work around diversity, equity, and inclusion (DEI). We know this work is never-ending, and we have taken steps to assure our programs and projects serve to promote DEI and that our services are delivered with cultural awareness and sensitivity as a priority. Using guidance from the National Alliance to End Homelessness and the Corporation for Supportive Housing, we have and will continue to evaluate racial and cultural disparities among the homeless services system as we carefully tailor our programs to address these disparities in a way that affirms the dignity and rights of all people. The population Flagstaff Shelter Services serves each year is generally representative of the overall homeless population in Flagstaff. About 40% of those served annually are women, 98% of whom report having experienced physical or sexual abuse. Around 20% are veterans, and about half of those we serve report struggling with chronic physical or mental illness. Our Indigenous neighbors are particularly over-represented in the homeless population in comparison to their portion of the general population in Flagstaff. This is

	evidenced in the following racial/ethnic breakdown of the ~2,200 unduplicated people Flagstaff Shelter Services cared for last year: • 56% Indigenous– this is a substantial increase since the beginning of the pandemic (as compared to 7.8% of the general Flagstaff population) • 28% White (as compared to 64.5% of the general Flagstaff population) • 7% Hispanic/Latino (as compared to 19.3% of the general Flagstaff population) • 5% multiracial (as compared to 5.3% of the general Flagstaff population) • 4% Black (as compared to 2% of the general Flagstaff population) Flagstaff Shelter Services takes equity work very seriously. Over 70% of those we serve annually are people of color, and it is important to the organization to have a Board of Directors and staff that reflects the people we serve. Nearly 50% of our Board of Directors and 60% of our staff are people of color, and over half of our Board of Directors and staff bring valuable lived experience as formerly homeless, veterans, justice-involved, and survivors of domestic violence. Our Board of Directors is dedicated to advising and directing all agency policies and operations. We depend on their strong and diverse voices to guide decisions and direction for our agency. Within the Board is a Committee on Social Justice & Racial Equity, and our Board of Directors is working with a contracted Racial Equity Officer and the Corporation for Supportive Housing's 2022 Arizona Supportive Housing Institute to establish and codify written policies and practices supporting diversity, equity, and inclusion. (See attached Board Retreat Report from November 2021, developed in conjunction with Moline Creative.) Our Executive Director is also proud to sit on the Arizona Department of Housing's Balance of State Social Justice & Racial Equity Committee. Additionally, Flagstaff Shelter Services recognizes the importance of having appropriate representation at decision-making tables. Since we serve a significant number of unsheltered, Indigenous relatives and aim to ensure the provision of culturally appropriate services, we have intentionally taken steps to include and learn from those who bring expertise and experience in addressing the service and housing needs of this population. For example, 28% of our Board of Directors and 48% of our staff are Indigenous. Also, recognizing the limits of our cultural knowledge and understanding, Flagstaff Shelter Services is committed to partnering with other agencies who bring expertise. For example, we have a Memorandum of Understanding with Native Americans for Community Action (NACA) for the purpose of providing cultural training to Flagstaff Shelter Services' staff and culturally relevant support services to Indigenous populations seeking services at Flagstaff Shelter Services. Guests of our non-congregate motel shelter will benefit from this partnership as NACA and Flagstaff Shelter Services will continue to collaborate to provide culturally appropriate physical and behavioral health services to shelter guests at this new site.
11. (10 Points) Accessibility of Programs and Services	Flagstaff Shelter Services is committed to providing accessible services to diverse persons experiencing homelessness, including those with Limited English Proficiency. To this end, we have staff members who are fluent in the languages spoken—primarily Spanish, Dine and Hopi—by persons who seek our

services. We also utilize a language line to serve guests who speak languages not represented by our staff.

Regarding how the motel location will provide accessible services to persons with disabilities, there are rooms that are fully ADA-compliant, and our five-year plan includes efforts to create more fully ADA-compliant rooms. Additionally, there are four ADA-compliant parking spaces on the property. Although the building is exempt from compliance with ADA based on its construction date, Flagstaff Shelter Services is committed to bringing the entire property into compliance through future phases of facility improvement.

12. (10 Points) Provide recent statistics, data, or other information to define the local community need for the proposed project. Please be detailed regarding local needs within Flagstaff city limits. Be sure to provide data relative to the population your project will serve.	Homelessness is a significant challenge in Flagstaff, but due to the COVID-19 pandemic, there is limited recent data on the extent of the problem in our community. Nationwide, the public health crisis disrupted the 2021 Point-in-Time count, which is the primary way local, state, and federal governments collect data on homelessness. As a result, only sheltered individuals were counted in Coconino County's 2021 Point-in-Time Count, and not unsheltered people living in tents, in the forests, in their cars, or on the streets of Flagstaff. Nevertheless, Flagstaff Shelter Services' increase in service numbers in 2020 and 2021 as compared to pre-pandemic years demonstrate how the public health crisis has exacerbated homelessness in our community. As the COVID-19 pandemic continues, there is a great need for non-congregate, emergency shelter space in Flagstaff. According to the Center for Disease Control, people experiencing homelessness are at increased risk of both contracting and dying from the Coronavirus, and this is in part due to a devastating shortage of non-congregate, emergency shelter. Flagstaff has very limited non-congregate shelter units for families and ZERO non-congregate, emergency shelter units for individuals aside from what Flagstaff Shelter Services is currently providing through the use of rented motel rooms. This is extremely problematic as (1) congregate shelter has been found to promote virus transmission, including transmission of COVID-19; (2) a congregate shelter setting is not appropriate for those who are COVID-positive or who have recently been exposed as it does not allow for adequate quarantining or isolating; and (3) nightly rental of local motel rooms to provide non-congregate shelter is financially unsustainable. In response, at the recommendation of and with financial support from the Arizona Department of Housing (see attached award letter), Flagstaff Shelter Services is acquiring the Howard Johnson motel on Route 66 in order to add 56 units to the city's non-congregate, emergency shelter inventory. This will allow us to decompress our congregate shelter and will provide a safe place for diverse, medically vulnerable individuals and families to stay until permanent housing is secured. In addition to alleviating a glaring deficit in non-congregate, emergency shelter options for individuals, this will address an identified community need for more family shelter space as 12 of the rooms are family units. In Flagstaff, there are currently only three emergency/transitional units for families that include a

	father or a second head-of-household (two-parent households and single fathers with minor children). For two-parent households, the lack of adequate family space means fathers (and sometimes boys over the age of 12) are often separated and sent to one shelter while a mother and children are sent to another. Not only is this an extremely traumatizing solution for a family experiencing homelessness, but it is an extremely costly intervention for multiple agencies to be serving one family. The proposed Crown Motel: Hotel to Housing Renovation Project will help keep parents and children in crisis safely together by creating 12 barrier-free family shelter units. In December 2020, Flagstaff City Council declared a housing emergency. The declaration recognizes the need to make housing a leading priority within the city and the community. Therefore, it is noteworthy that, once COVID-19 is no longer a widespread threat, Flagstaff Shelter Services will transition our new, former motel property from emergency shelter to Permanent Supportive Housing (PSH), filling another glaring community need. PSH options are extremely limited in our community as the 253 PSH units in Coconino County maintain a long wait list (over 100 households currently waiting for one of these units). This new property therefore not only represents an investment in today's current non-congregate shelter crisis, but it is also in direct alignment with the City's approved 10-Year Housing Plan as it will successfully add 56 units to the affordable housing inventory in Flagstaff. As a proud member of the Corporation for Supportive Housing's 2022 Arizona Supportive Housing Institute, Flagstaff Shelter Services is learning from the nation's experts on supportive housing to help build a stronger foundation for the PSH work we look forward to engaging in when COVID-19 no longer necessitates the use of non-congregate shelter.
13. (10 Points) How will you identify success? Describe how your successes will be monitored/evaluated beyond CDBG/Local Recovery Funds requirements.	This proposed Crown Motel: Hotel to Housing facility renovation project will be considered a success when 100% of individuals and families in crisis who attempt to access safe, emergency shelter at Flagstaff Shelter Services are provided a suitable living environment and resources the same day. This is a critical first step in assisting diverse households in securing stable housing and ensuring they have access to the supportive services needed to achieve housing permanence. The proposed renovation of the 56-room motel property will allow Flagstaff Shelter Services to provide safe, non-congregate, emergency shelter and culturally relevant wrap-around services to 1,200 men, women, and children of Flagstaff annually. Like all of Flagstaff Shelter Services' programs, the ultimate goal of this project is to help individuals and families experiencing homelessness secure safe, long-term housing that they have the financial resources to maintain. Just like at our congregate shelter, meticulous records will be kept regarding who stays at this motel shelter each night. Flagstaff Shelter Services staff will also enter guest data into the web-based Homeless Management Information System at guests' point of entry and during case manager visits. Based on this information, we can easily determine how many individuals and families are

	provided temporary, emergency shelter each year and how many successfully transition to permanent housing.
14. (10 Points) Briefly describe the scope of the community collaboration surrounding the proposed project.	The success of the non-congregate, emergency motel shelter project will be in large part due to strong community collaborations. These partnerships will equip Flagstaff Shelter Services to cost-effectively provide a suitable living environment to an estimated 1,200 diverse, unduplicated individuals served annually at this new site. A list of community collaborations providing leverage are as follows (see attached leverage letters): • Flagstaff Family Food Center (FFFC) will provide meals to Flagstaff Shelter Services' non-congregate, emergency shelter guests daily. This agreement will not only ensure households experiencing homelessness have access to nutritious food but will also save Flagstaff Shelter Services approximately $498687.18 annually by leveraging this support. • North Country HealthCare (NCHC) will leverage $1,050,000 for the proposed project by providing uncompensated medical care and crucial medications to guests of Flagstaff Shelter Services' new non-congregate, emergency shelter. • Native Americans for Community Action will leverage $15,000 by providing medical and behavioral health staff to ensure culturally appropriate services and resources are made available to Indigenous, non-congregate, emergency shelter guests. • The Guidance Center will leverage $80,000 by providing behavioral health staff to care for non-congregate, emergency shelter guests. • Southwest Behavioral & Health Services will leverage $100,000 by providing behavioral health staff to serve guests of the proposed non-congregate, emergency shelter. • Flagstaff Shelter Services will leverage the $6.19 million purchase of the motel property to be renovated with CDBG funding. We will also leverage the wages of our Shelter Coordinators ($315,360) who will staff the property 24 hours a day, 7 days a week, and will leverage 75% of three Housing Case Management salaries ($90,000) needed to bring necessary housing stabilization to guests of this new non-congregate emergency shelter site. This brings our total agency leverage amount to $6,595,360. Other community supporters include but are not limited to the following (see attached letters of support): • U.S. Representative Tom O'Halleran has visited Flagstaff Shelter Services on multiple occasions (most recently in January 2022) and fully supports the vital services we provide to communities in his district. Additionally, his office works with to help bring light to important Veteran issues in the community. • Northland Family Help Center (NFHC) has collaborated and will continue to collaborate with Flagstaff Shelter Services on Front Door coordinated entry, housing placement services, and other efforts aimed at ending homelessness in Flagstaff. NFHC supports our work to create a safer Flagstaff community. • North Country HealthCare (NCHC) will provide Flagstaff Shelter Services'

	emergency shelter guests with onsite primary care. Additionally, NCHC will connect guests to affordable medications, help them apply for health benefits, and coordinate COVID-19 vaccinations and testing. • Native Americans for Community Action will partner with Flagstaff Shelter Services to ensure culturally appropriate medical and behavioral health services and resources are made available to Indigenous shelter guests and to provide culturally-sensitive training opportunities to Flagstaff Shelter Services' staff in partnership with Health Choice. • The Guidance Center has a longstanding partnership with Flagstaff Shelter Services and supports the addition of 56 new non-congregate emergency shelter units. They are committed to providing coordinated behavioral health services, including substance misuse treatment, to emergency shelter guests. • Southwest Behavioral & Health Services is pleased to support the proposed project as they recognize the interconnectedness of safe shelter/housing and mental/behavioral health. They will offer low-barrier, coordinated behavioral health services to Flagstaff Shelter Services' emergency shelter guests. • Catholic Charities supports Flagstaff Shelter Services' request for CDBG dollars to renovate the motel property that will soon provide non-congregate, emergency shelter in Flagstaff. The two agencies partner closely, as they each serve as one of the Coordinated Entry project's Front Doors. Catholic Charities conducts outreach via Project for Assistance in Transition from Homelessness (PATH) and brings people seeking shelter to Flagstaff Shelter Services as appropriate. Flagstaff Shelter Services is committed to working in a system of coordinated assessment. This system includes recognizing what resources already exist in the community and leaning on those partners in order to be strong stewards of our limited resources. For instance, we refer clients that are more appropriately served by another agency instead of trying to recreate service paths that already exist in our community. Flagstaff Shelter Services is an active member of the local Continuum of Care (CoC) in Northern Arizona, working in partnership with other homeless services providers to develop and implement a strategy to prevent and end homelessness in and around Flagstaff. Additionally, the Executive Director of Flagstaff Shelter Services is the Co-Chair of the Local Coalition to End Homelessness (LCEH) formerly known as our local CoC, is a member of the Executive Committee of the LCEH, sits on the Arizona Department of Housing's (ADOH) Balance of State Social Justice & Racial Equity Committee, is on the Flagstaff Housing Commission, and is a member of the Governance Advisory Board of the Arizona Balance of State CoC run by ADOH. Membership in these collaborations promotes sharing best practices, setting local priority for resources, and coordinating services so as not to duplicate efforts and waste valuable resources.
15. (10 Points) Is your agency participating in the coordinated entry, also known as Flagstaff's Front Door? Is your agency a	Flagstaff Shelter Services is one of the two entry points for Flagstaff's coordinated entry program, Front Door, and we currently hold an executed Memorandum of Understanding (MOU) with Front Door. (See the attached signed MOU.)

member of Continuum of Care? To what extent does your agency participate?	Flagstaff Shelter Services is an active member of the local Continuum of Care (CoC), now known as the Coconino Local Coalition to End Homelessness, and our Executive Director serves as the Co-Chair. (See attached letter from the CoC.)
Question 15 Attachment	Front Door MOU and CoC Letter.pdf

Narrative Questions Continued

16. (10 Points) Briefly describe the organizations capacity for federal grant management:	Flagstaff Shelter Services has a long history of responding to identified community needs by successfully developing and administering projects that directly address those needs. Since 2006, the agency has provided life-saving emergency shelter to Northern Arizona's most vulnerable residents experiencing homelessness, many of whom are turned away by every other shelter provider in town (primarily because of criminal background, mental health status, sobriety issues, or previous shelter stays). For the first eight years, Flagstaff Shelter Services was a seasonal operation designed to shield individuals from Flagstaff's extreme winter temperatures and inclement weather. Then in 2014, when the community identified the need for a year-round shelter, executive leadership and the Board of Directors made the commitment to keep Flagstaff Shelter Services' 86-bed emergency shelter open 365 nights a year. Our services expanded again in 2015 when a community need for services that promote long-term housing stability was identified. To address this, Flagstaff Shelter Services began offering a range of supportive housing services aimed at quickly and successfully connecting individuals experiencing homelessness to safe, affordable, permanent housing. By providing these services, we have successfully shortened stays in homelessness, prevented returns to homelessness, and helped over 800 diverse individuals transition to permanent housing (86% of whom remain stably housed one year later). In January 2017, in collaboration with Catholic Charities, Flagstaff Shelter Services began Front Door, Flagstaff's coordinated entry process. This ensures individuals and families experiencing homelessness are referred to the most appropriate program, thus ending their experience in homelessness faster and more effectively. In 2019, thanks in large part to 2018 CDBG Public Facility Improvement funding, Flagstaff Shelter Services expanded our emergency shelter by adding on a second story to our existing building. This brought our nightly capacity up to 163, and the added space of this expansion allowed us to begin better addressing housing and health outcomes by partnering with physical and behavioral health providers to design and implement the innovative and culturally sensitive Housing as Healthcare Program. Implemented in late 2019, no one could have ever imagined how timely this program would be in light of the COVID-19 pandemic. The global public health crisis hit Flagstaff just four months later and further highlighted the connection between health and housing as individuals

experiencing homelessness were found to be at increased risk of contracting and dying from the Coronavirus.

In response to the pandemic and rampant transmission within congregate shelter, Flagstaff Shelter Services swiftly moved shelter guests into rented motel rooms in March 2020 in order to provide adequate opportunity for social distancing. We partnered closely with North Country HealthCare to conduct regular COVID-19 testing, and once vaccines became available, to host onsite vaccine clinics. We are proud to report that 83% of our shelter guests are now vaccinated against the deadly virus. In recognition of our swift pandemic response and innovative Housing as Healthcare program, Flagstaff Shelter Services was awarded the 2021 Housing Hero Award for an Innovative Housing Program by the Arizona Department of Housing.

In April 2021, as a direct result of our high vaccination rates, Flagstaff Shelter Services was able to cautiously resume congregate shelter for most guests. However, to this day, we continue to be Flagstaff's community response for COVID-positive residents who lack stable housing. Therefore, we still rent 20-30 local motel rooms each night to safely quarantine those who have contracted the Coronavirus. Temporarily sheltering Flagstaff's most vulnerable residents in private motel rooms through this Center for Disease Control-recommended model of emergency shelter is costly, but it is addressing the immediate needs of our community while also minimizing virus transmission rates. Another way we began addressing the needs of diverse individuals in our community in 2021 was by partnering with Care1st and a statewide transportation company to provide emergency transportation response for people experiencing homelessness in danger of dying on the streets of Flagstaff.

Since we are not out of the woods yet and the pandemic has demonstrated the need for non-congregate, emergency shelter options in our community, Flagstaff Shelter Services is preparing to close on a local motel on the historic Route 66 to better care for our vulnerable neighbors. With CDBG dollars, the proposed Crown Motel: Hotel to Housing Project will make crucial renovations to the property, ensuring it can safely serve as non-congregate, emergency shelter for as long as is needed and then as Permanent Supportive Housing (PSH) for decades to follow. Flagstaff Shelter Services is extremely proud to have been accepted into the Corporation for Supportive Housing's 2022 Arizona Supportive Housing Institute. Learning from the nation's experts in supportive housing is helping us build a stronger foundation for the PSH work we look forward to engaging in when COVID-19 no longer necessitates our new property be used as non-congregate, emergency shelter.

With almost two years of experience providing emergency shelter and culturally sensitive wrap-around services via the use of rented motel rooms, Flagstaff Shelter Services is fully prepared to quickly implement comprehensive services for all guests of this new location. We are skilled at partnering with other local service providers to offer co-located services and will ensure these services are

also provided at our new location. This includes culturally appropriate behavioral and physical healthcare in partnership with Native Americans for Community Action, North Country HealthCare, The Guidance Center, and Southwest Behavioral & Health Services. Additionally, as a result of COVID, we have already nearly doubled our personnel and are prepared to appropriately staff this non-congregate motel shelter site.

Flagstaff Shelter Services' success with past programmatic expansions and building renovations, our strong community partnerships, and our experience successfully administering federal and state funds position us well to successfully renovate this new property, operate this second location, and protect the health and safety of the most vulnerable in our community for the long-term.

Flagstaff Shelter Services has successfully administered the following City of Flagstaff/CDBG/CARES Act funds without issue and complying with all statutes:
• 2022 - $150,000 (in process)
• 2021 - $562,248*
• 2020 - $350,000*
• 2019 - $59,597.45
• 2018 - $332,768
• 2018 - $60,000
• 2017 - $57,794
• 2016 - $89,800
• 2015 - $50,000
• 2014 - $38,911

Flagstaff Shelter Services also has successfully administered the following Arizona Department of Housing Trust Fund monies without issue:
• 2021 - $150,000*
• 2020 - $150,000*
• 2019 - $115,000
• 2018 - $100,000
• 2017 - $100,000
• 2016 - $105,000
• 2015 - $100,000
• 2014 - $98,000

Flagstaff Shelter Services has successfully administered the following Arizona Department of Economic Security funds without issue:
• 2021 - $1,334,736*
• 2020 - $975,497*
• 2019 - $250,000
• 2018 - $160,000
• 2017 - $160,000
• 2016 - $160,000

*Please note: Funding amounts for 2020 and 2021 significantly increased to

	account for COVID-response expenses incurred by Flagstaff Shelter Services. Also, while the Federal Emergency Management Agency ultimately denied Flagstaff Shelter Services' reimbursement request for $949,540, the Arizona Department of Emergency & Military Affairs awarded $534,116.59 to support non-congregate, emergency shelter operations in 2020. Lastly, in 2021, Flagstaff Shelter Services' COVID-mitigation work was supported by $400,000 in emergency funds from the Governor's office and $50,000 from Coconino County. While we have never had to return awarded funds at any point, we did receive a contract extension for less than $5,000 of the 2018 CDBG funds awarded due to staffing and hiring challenges.
17. (10 Points) Divide the execution and administration of the project into areas of responsibility.	The proposed Crown Motel: Hotel to Housing Renovation Project will be overseen by Flagstaff Shelter Services' Executive Director, Ross Schaefer Altenbaugh, and Board Member, David Hayward. Flagstaff Shelter Services' in-house Director of Operations, Charles Arabas, will serve as Project Manager. See attached resumes. Ms. Altenbaugh has been the Executive Director of Flagstaff Shelter Services since 2014 and has nearly two decades of experience working in homeless services, specifically in agency transformation leadership. She is the Co-Chair of the Local Coalition to End Homelessness (LCEH) formerly known as our local CoC, is a member of the Executive Committee of the LCEH, sits on the Arizona Department of Housing's (ADOH) Balance of State Social Justice & Racial Equity Committee, is on the Flagstaff Housing Commission, and is a member of the Governance Advisory Board of the Arizona Balance of State CoC run by ADOH. She is also the 2021 Northern Arizona University Commission on Status of Women Community Award winner. Mr. Hayward is a Flagstaff Shelter Services Board Member and real estate developer who focuses on niche, complex, and triple bottom line development opportunities in Flagstaff. This focus, along with his background in rehabilitating historic properties, has led him to chair the Flagstaff Heritage Preservation Commission and sit on the Business Advocacy Board for the Greater Flagstaff Chamber of Commerce. Mr. Hayward brings a wealth of applicable knowledge and experience to the proposed project. Through the motel property acquisition process and conversations around how to best promote the historic preservation of the property, he has already proved to be a tremendous asset to Flagstaff Shelter Services. Mr. Arabas has served as Flagstaff Shelter Services' Director of Operations since 2015, and has been with the organization since 2013. He successfully managed Flagstaff Shelter Services' 2018-19 shelter expansion project and is well versed in working with vendors and contractors. He currently handles necessary follow up on many of our contracts and projects and is skilled at managing resources and relationships to ensure quality at the agency. Since Mr. Arabas also

	supervises all staff who coordinate the day-to-day shelter services, he will oversee programming and be responsible for ensuring policies and procedures are appropriately managed once the non-congregate, motel shelter site is operational. To complete the renovations of this new motel property, Flagstaff Shelter Services will hire licensed contractors that can provide information on internal practices and procedures assuring compliance with The Davis Bacon Act (40 U.S.C.A. §§ 276a to 276a-5). We are familiar with and agree to follow the required procurement process. See attached Organization Chart and resumes.
Question 17 Attachments	Org Chart - Resumes.pdf
18. (10 Points) Tab 7 of the checklist requests a Schedule of Completion for this proposed project.	Upon Notice to Proceed, Flagstaff Shelter Services will begin the procurement process. The majority of renovation design is expected to occur in month two, and permitting of project components will follow in months three through five. The exception to this is fire suppression design and permitting, which will occur in months four, five, and six. Actual renovations will be done in months six through ten, and renovations are expected to be completed and funding fully expended by the end of the 10th month. Supervision and support will be provided by Flagstaff Shelter Services' Board of Directors, staff, and community experts throughout the entire process to ensure the project stays on schedule. Final inspections and grant closeout are expected to occur in months 11 and 12. (See attached Schedule of Completion.)
Question 18 Attachment - Schedule of Completion	Schedule of Completion Motel Rehab.xlsx
19. (10 Points) Tab 8 of the checklist requests a budget for this proposed project.	CDBG funds will support motel renovation expenses, which include installing wrought iron fencing around the motel property, removing the existing porte cochere, updating the existing laundry facilities to add four additional washers and dryers, installing an interior fire sprinkler system, redoing the dilapidated parking lot, and filling in the existing motel pool (see attached Concept Plan and Kinney Construction Services' $551,990 renovation estimate). This will enable the property to safely serve as non-congregate emergency shelter through the remainder of the COVID-19 pandemic, and then as Permanent Supportive Housing once the public health crisis is behind us. A full Project Budget of $8,979,047.18 is attached and includes the following leverage: • Flagstaff Family Food Center (FFFC) will provide meals to Flagstaff Shelter Services' non-congregate, emergency shelter guests daily (valued at $498,687.18). • North Country HealthCare (NCHC) will provide uncompensated medical care

	and crucial medications to shelter guests (valued at $1,050,000). • Native Americans for Community Action will provide culturally relevant medical and behavioral services and resources to Indigenous shelter guests (valued at $15,000). • The Guidance Center will provide behavioral health services, including substance abuse treatment, to shelter guests (valued at $80,000). • Southwest Behavioral & Health Services will offer behavioral health services to shelter guests (valued at $100,000). • Flagstaff Shelter Services will leverage the $6.19 million purchase of the motel property to be renovated with CDBG funding. We will also leverage the wages of our Shelter Coordinators ($315,360) and 75% of three Housing Case Management salaries ($90,000). This brings our total agency leverage amount to $6,595,360.
Question 19 Attachment - Project Budget	Concept Plan and Estimate.pdf
20. (10 Points) Evidence-based interventions are practices or programs that have evidence to show that they are effective at producing results and improving outcomes when implemented.	As the COVID-19 pandemic continues, there is a great need for non-congregate, emergency shelter space in Flagstaff. According to the Center for Disease Control (CDC), people experiencing homelessness are at increased risk of both contracting and dying from the Coronavirus. This is in part due to a devastating shortage of non-congregate, emergency shelter. Flagstaff has very limited non-congregate shelter space for families and ZERO non-congregate, emergency shelter units for individuals aside from what Flagstaff Shelter Services is currently providing through rented motel rooms. This project will address that obstacle by creating 56 non-congregate, emergency shelter units including 12 family units. This is important as non-congregate shelter is the CDC-recommended model for providing shelter during a pandemic. Non-congregate shelter enables guests to effectively social distance, and when necessary, isolate or quarantine. It has been found to reduce virus transmission, including transmission of COVID-19. As a result of this much needed project, Flagstaff Shelter Services expects to provide non-congregate, motel shelter and crucial, culturally relevant resources (including housing services) to an estimated 1,200 vulnerable individuals experiencing homelessness annually for the duration of the pandemic. Once the pandemic is determined to no longer be an active threat to the Flagstaff community, this renovated property will be used as Permanent Supportive Housing (PSH) to help primarily chronically homeless Flagstaff residents live more stable, productive lives. According to the Center for Evidence-based Solutions to Homelessness, “PSH has been shown to be an effective intervention for people who have multiple barriers to finding and maintaining stable housing.” The Corporation for Supportive Housing (CSH) cites research that has shown PSH to be a cost-effective response to homelessness that results in “decreased use of expensive homeless shelters, hospitals, emergency rooms, jails and prisons.” CSH also notes this model of providing affordable housing “has positive

	effects on housing stability, employment, mental and physical health, and school attendance.”
21. (10 Points) Has your agency received CDBG funding and/or other City of Flagstaff funding in the past? What is the status of CDBG grant allocations from a prior year(s)?	Flagstaff Shelter Services has successfully administered the following City of Flagstaff/CDBG grants, spending all funds without issue and complying with all statutes: • 2022 - $150,000 in process (for emergency shelter) • 2021 - $562,248 for Front Door Coordinated Entry & motel sheltering for COVID-19 prevention • 2020 - $100,000 fully expended on COVID-response operations • 2019 - $60,000 fully expended on workforce development services for individuals experiencing homelessness • 2018 - $332,768 fully expended on emergency shelter renovation project (facility expansion) • 2018 - $60,000 fully expended to hire a new staff member, the Director of Shelter and Housing Services, to guide program expansion • 2017 - $57,794 fully expended to support Front Door Coordinated Entry • 2016 - $89,800 fully expended on overflow shelter services and a laundry facility project • 2015 - $50,000 fully expended in support of housing services • 2014 - $38,911 fully expended for the provision of emergency shelter for vulnerable women
Is there any other information you would like the Ranking Committee to know about your organization or project that is not already covered?	Flagstaff Shelter Services is extremely proud to have been accepted to the prestigious Corporation for Supportive Housing’s 2022 Arizona Supportive Housing Institute. Participation in the Institute is providing our organization with education and technical assistance on a variety of topics relating to the proposed Crown Motel: Hotel to Housing Project. This including best practices, capacity building, sustainability, and implementation of low-barrier policies and procedures that take a harm reduction approach, are centered on choice and education, and promote long-term housing stability. This is an invaluable resource that will help ensure the project’s long-term success in meeting glaring community needs.

Appendix A

Appendix A

City of Flagstaff Sub-Grant Agreement – Insurance Requirements

The Agency and it's sub-agencies shall procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Agency, its agents, representatives, employees, or sub-agencies, until all of their obligations have been discharged, including satisfaction of any warranty periods under this Agreement.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Agency from liabilities that might arise out of the performance of the work under this Agreement by the Agency, its agents, representatives, employees, or sub-agencies, and the Agency is free to purchase additional insurance as may be determined necessary.

1.1 Minimum Scope and Limits of Insurance. The Agency shall provide coverage at least as broad and with limits of liability not less than those stated below.

1.1.1... Commercial General Liability - Occurrence Form

General Aggregate ..... $ 2,000,000

Products-Completed Operations Aggregate..... $ 1,000,000

Each Occurrence ..... $ 1,000,000

1.1.2 .. Umbrella Coverage..... $ 2,000,000

1.1.3... Automobile Liability - Any Auto or Owned, Hired, and Non-Owned Vehicles

Combined Single Limit Per Accident

or Bodily Injury and Property Damage..... $ 1,000,000

1.1.4... Workers' Compensation and Employer’s Liability

Workers' Compensation..... Statutory

Employer's Liability: Each Accident ..... $ 500,000

Disease-Each Employee..... $ 500,000

Disease-Policy Limit..... $ 500,000

1.2 Self-Insured Retentions/Deductibles. Any self-insured retentions and deductibles shall be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. The Agency shall be solely responsible for any self-insured retention amounts. City at its option may require the Agency to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

1.3 Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1.3.1 Commercial General Liability and Automobile Liability Coverages

1.3.1.1 The City of Flagstaff, its officers, officials, agents, employees, and volunteers are to be listed as additional insureds with respect to liability arising out of: activities performed by, or on behalf of, the Agency, including the City's general supervision of the Agency; products and completed operations of the Agency; and automobiles owned, leased, hired, or borrowed by the Agency.

1.3.1.2 The Agency's insurance shall contain broad form contractual liability coverage.

1.3.1.3 The Agency's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Agency's insurance and shall not contribute to it.

1.3.1.4 The Agency's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

1.3.1.5 Coverage provided by the Agency shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

1.3.1.6 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and

volunteers for losses arising from work performed by the Agency for the City.

1.3.2 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the Agency for the City.

1.3.3 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to: Risk Manager, 211 W. Aspen Avenue, Flagstaff, AZ, 86001, and shall be sent by certified mail, return receipt requested.

1.3.4 Acceptability of Insurers. Insurance shall be placed 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 in no way warrants that the above-required minimum insurer rating is sufficient to protect the Agency from potential insurer insolvency.

1.3.5 Verification of Coverage. The Agency shall furnish the City with Certificates of Insurance as required by this Agreement. 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 Project name/description and City contract number shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Agency commences work.

1.3.5.1 Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall be a material breach of Agreement.

1.3.5.2 All Certificates of Insurance required by this Agreement shall be sent directly to: Stacey Brechler-Knaggs, Grants Administrator, 211 West Aspen Avenue, Flagstaff, Arizona, 86001. The City reserves the right to require

complete, certified copies of all insurance policies and endorsements required by this Agreement, at any time.

1.3.6 Sub-agencies. The Agency's Certificates of Insurance shall include all sub-agencies as insureds under its policies, or the Agency shall furnish to the City separate Certificates of Insurance for each sub-agency. All coverages for sub-agencies shall be subject to the minimum requirements identified above.

1.3.7 Approval. Any modification or variation from the insurance requirements in this Agreement shall have prior approval from the Flagstaff City Attorney's Office and the Risk Manager, whose decision shall be final. Such action shall not require a formal Agreement Amendment but may be made by administrative action.

Appendix B

Appendix B

2021 Area Median Income Limits for the City of Flagstaff

Appendix C

Appendix C - Schedule of Completion	Upon Notice to Proceed, Flagstaff Shelter Services will begin the procurement process. The majority of renovation design is expected to occur in month two, and permitting of project components will follow in months three through five. The exception to this is fire suppression design and permitting, which will occur in months four, five, and six. Actual renovations will be done in months six through ten, and renovations are expected to be completed and funding fully expended by the end of the 10th month. Supervision and support will be provided by Flagstaff Shelter Services' Board of Directors, staff, and community experts throughout the entire process to ensure the project stays on schedule. Final inspections and grant closeout are expected to occur in months 11 and 12. (See attached Schedule of Completion.)

Schedule of Completion - Template

Click to Download Schedule of Completion Template

Upload Appendix C - Schedule of Completion	Schedule of Completion Motel Rehab_1.xlsx

Schedule of Completion (Example)

Appendix D

Appendix D - Project Budget	CDBG funds will support motel renovation expenses, which include installing wrought iron fencing around the motel property, removing the existing porte cochere, updating the existing laundry facilities to add four additional washers and dryers, installing an interior fire sprinkler system, redoing the dilapidated parking lot, and filling in the existing motel pool (see attached Concept Plan and Kinney Construction Services' $551,990 renovation estimate). This will enable the property to safely serve as non-congregate emergency shelter through the remainder of the COVID-19 pandemic, and then as Permanent Supportive Housing once the public health crisis is behind us. A full Project Budget of $8,979,047.18 is attached and includes the following leverage: • Flagstaff Family Food Center (FFFC) will provide meals to Flagstaff Shelter Services' non-congregate, emergency shelter guests daily (valued at $498,687.18). • North Country HealthCare (NCHC) will provide uncompensated medical care and crucial medications to shelter guests (valued at $1,050,000). • Native Americans for Community Action will provide culturally relevant medical and behavioral services and resources to Indigenous shelter guests (valued at $15,000). • The Guidance Center will provide behavioral health services, including substance abuse treatment, to shelter guests (valued at $80,000). • Southwest Behavioral & Health Services will offer behavioral health services to shelter guests (valued at $100,000). • Flagstaff Shelter Services will leverage the $6.19 million purchase of the motel property to be renovated with CDBG funding. We will also leverage the wages of our Shelter Coordinators ($315,360) and 75% of three Housing Case Management salaries ($90,000). This brings our total agency leverage amount to $6,595,360.

Project Budget - Template

Click to download project budget template

Upload Appendix D - Project Budget	Budget Template.xlsx

Project Budget - Example

Appendix E

Appendix E Project Ranking Form 2022/2023

City staff and the Ranking Committee will use this form to evaluate potential projects. (Click to Download)

Assessments are based on CDBG and/or ARPA CLFRF eligibility criteria and the needs of the citizens of Flagstaff as identified in the 2021-2025 Consolidated Plan. Consideration is given to past performance of the submitting organization.

A summary of this evaluation is presented to City Council for their review and consideration in making final funding decisions. Maximum potential scores are listed in parenthesis next to the ranking form question.

Appendix F

Appendix F

Additional Attachments:	ADOH Award, Project Map, DEI Committment, Authorization to Submit.pdf
Additional Attachments:	Community Support Letters.pdf
Additional Attachements:	Leverage Letters.pdf
Additional Attachements:	Board List, IRS Letter, FY21 Financials.pdf

Appendix E

Project Ranking Form 2022/2023

City staff will use this form to evaluate potential projects. Assessments are based on CDBG and/or ARPA CLFRF eligibility criteria and the needs of the citizens of Flagstaff as identified in the 2021-2025 Consolidated Plan. Consideration is given to past performance of the submitting organization. A summary of this evaluation is presented to City Council for their review and consideration in making final funding decisions. Maximum potential scores are listed in parenthesis next to the ranking form question

Agency Name: Flagstaff Shelter Services

CDBG Funding Requested: $250,000 ARPA CLFRF Funding Requested: _____

Name of Project: The Crown: Hotel to Housing Renovations

Area of service: X Citywide _____Other Qualified Census Tract: _____

_____Sunnyside _____La Plaza Vieja _____Pine Knoll _____Southside

Type of Project: _____Public Service If Public Service, Congregate Care?____

____ Economic Development __X___Public Facilities and Improvements _____Housing

CDBG Eligible? YES / NO ARPA CLFRF Eligible? YES / NO

Additional Considerations:

Ratio of dollars per person benefitted by proposed project: $4,446 / new unit

Has the organization administered a successful CDBG contract in past years? YES / NO

TOTAL RANKING SCORE: 161

POINTS POSSIBLE: 205

FOR CITY STAFF / RANKING COMMITTEE USE ONLY

~~1. (1 Point) Economic Development Activities ONLY~~

- ~~Did the agency correctly identify which economic development activity it was applying for?~~
- ~~Did the agency request technical assistance to determine the correct project category?~~

~~No (0 points) Yes (1 point)~~

~~2. – 4. (10 Points) Public Service Activities ONLY~~

~~How well does the answer define the following?~~

- ~~A new service?~~
- ~~A quantifiable increase in the level of an existing service?~~
- ~~To what extent does the answer explain how the proposed project will fulfill service gaps in Flagstaff?~~

~~(Not at all) 0 1 2 3 4 5 6 7 8 9 10 (Very Much)~~

---

5. (10 points) CDBG Activities ONLY
   How well does the answer explain how the project will achieve the CDBG Primary and National objectives?
   How well does the response explain how the project will:

   - Provide decent housing; or
   - Provide a suitable living environment; or
   - Expand economic development opportunities

   (Not at all) 0 1 2 3 4 5 6 7 8 9 10 (Very Much)

---

6. (10 Points) CDBG Activities ONLY
   How well does the answer explain whether the proposal meets one or more of the Council's CDBG Priorities?
   Council's Priorities:
   - Housing – Rental/Ownership
   - Homelessness
   - Neighborhood Revitalization
   - Workforce Job Training

   (Not at all) 0 1 2 3 4 5 6 7 8 9 10 (Very Much)

---

7. (10 Points) CDBG Activities ONLY
   How well does the answer document that the proposed project will meet the needs proposed in the in

the City of Flagstaff 2021-2025 Consolidated Plan?

(Not at all) 0 1 2 3 4 5 6 7 8 [9] 10 (Very Much)

---

8. (5 Points)
Does the proposed project take place in one of the target neighborhoods? Does the answer explain how the organization will provide outreach to residents in target neighborhoods and LMI households city wide?

[No (0 points)] Yes (5 points)

---

9. (10 points)
How well does the answer explain the proposed scope of the project?
Does the answer include:

   - Estimated number of persons to be served
   - Whether or not the project prepares for, prevents and/or responds to COVID-19 and how.
   - Current status of the project
   - Are construction/concept plans attached with a scope of work for construction/rehabilitation projects (this is required if applicable)
   - Is a price estimate/quote attached for construction/rehabilitation projects (this is required if applicable)?

(Not at all) 0 1 2 3 4 5 6 [7] 8 9 10 (Very Much)

The status of the project and whether the property will be occupied by clients prior to construction or if construction would lead to resident displacement was ambiguous.

---

10. (10 Points)
How well does the answer explain how the project advances the agency's mission? Does the answer demonstrate the agency's commitment to diversity, equity, and inclusion as well as documented steps taken to strengthen that commitment?

(Not at all) 0 1 2 3 4 5 6 7 8 [9] 10 (Very Much)

---

11. (10 Points)
How well does the answer explain how the organization will provide services to LEP and/or ADA persons?

(Not at all) 0 1 2 3 4 5 6 7 8 [9] 10 (Very Much)

---

12. (10 Points)
How well does the answer justify the local need for the proposed project within Flagstaff city limits? Are recent local data and/or supportive statistics attached?

(Not at all) 0 1 2 3 4 5 6 7 [8] 9 10 (Very Much)

---

13. (10 Points)
How well does the answer describe the way in which the agency will define success beyond CDBG/ ARPA CLFRF requirements?

(Not at all) 0 1 2 3 4 5 6 7 [8] 9 10 (Very Much)

---

14. (10 Points)
Is there evidence of community collaborations that can be effective programmatic support? Does the answer provide evidence of the following?

- Additional leverage letters
- Agreements, staffing partnerships, etc.
- Are current letters of community collaboration/support attached?

(None) 0 1 2 3 4 5 6 [7] 8 9 10 (Extensive)

---

15. (10 Points)
Is the agency participating in coordinated entry (Front Door)? Is a Memorandum of Understanding (MOU) or a letter from the Continuum of Care included?

No (0 points) [Yes (10 points)]

---

16. (10 Points)
How well does the answer describe?

- The organization's history administering this or similar projects?
- The organization's realistic capacity for undertaking this project.
- The organization's experience administering federal and state grants and complying with federal statutes?
- Has the agency ever been asked to return awarded funds?

- Has the agency ever requested a budget amendment or contract extension? If yes, was reasoning provided?

(Not at all) 0 1 2 3 4 5 6 7 [8] 9 10 (Very Much)

---

17. (10 Points)
Did the answer divide the organization's execution and administration of the project by the following?

- Name, titles, and resumes of the staff involved?
- Job descriptions for any new positions? Is the project manager identified?
- Is a distinction made between in-house staff and contracted assistance?
- Does Tab 6 include all staff positions and proposed positions?

(Not at all) 0 1 2 3 4 5 6 7 8 [9] 10 (Very Much)

---

18. (10 Points)
Does Appendix C (Schedule of Completion) include the following?

- A narrative summary describing the expenditure of Funds
- The rate of expenditure and the predicted progress of the proposed schedule
- An estimated completion of project.

(None) 0 1 2 3 4 5 6 7 8 [9] 10 (Extensive)

---

19. (10 Points)
Does Appendix D include a comprehensive budget for this proposed project? Is a narrative summary describing exactly what CDBG and/or ARPA CLFRF funds will pay for found in Appendix D?

- Are leveraged funding sources identified? Was formal documentation provided?
- For construction contracts, were bids and/or quotes provided?

(None) 0 1 2 3 4 5 6 [7] 8 9 10 (Extensive)

The Ranking Committee was unable to determine if the other funds needed to carry out the project have been confirmed/committed or if they are still being requested/considered.

---

20. (10 Points)
How well does the answer explain how evidence-based interventions are used in this project? Does the answer include information regarding:

- Obstacle(s) being addressed.
- Goals (s) set for the project.
- Methods used to reach the goal(s).

- Outcomes intended.

(Not at all) 0 1 2 3 4 5 6 7 8 [9] 10 (Very Much)

---

21. (10 Points)
Has the agency received CDBG funding and/or another City of Flagstaff funding in the past? Is the Agency in good standing to receive federal and/or another City of Flagstaff funding?

(None) 0 1 2 3 4 5 6 7 8 [9] 10 (Extensive)

General Criteria

1. (10 Points)
How realistic is this project in terms of probability of success within the community?

(Not at all) 0 1 2 3 4 5 6 7 [8] 9 10 (Very)

---

2. (5 Points)
How realistic is the 12-month Schedule of Completion? Was the correct format used in creating the schedule?

(Not at all) 0 1 2 3 4 [5] (Very)

---

3. (15 Points)
How realistic is the project budget? Was the correct format used? Does the budget include:

- All funding sources to be used for the project, separating CDBG and/or ARPA CLFRF funds from non CDBG and/or ARPA CLFRF funds? (1 points)
- Leverage numbers on budget match to leverage letters (3 points)
- Is a realistic dollar amount assigned to any in-kind contributions? (1 points)
- Overall Budget Evaluation: (10 points)
  - Is the project cost effective?
  - What percentage of the project budget is leveraged funding?
  - What percentage of the budget is for administration?
  - Is the budget logical? Etc.

0 1 2 3 4 5 6 7 8 9 10 11 [12] 13 14 15

---

4. (10 Points)
Has the applicant exhibited competence in preparing the proposal?
Thorough and complete answers, well-written, correct grammar, easy to follow format, etc.

(Not at all) 0 1 2 3 4 5 6 7 **8** 9 10 (Very)

5. Comments:

The application could have provided more clarity on the purpose of the project. Was it to serve individuals or create/improve units? A housing activity proposal would propose to create and/or improve units.

The budget only needed to include the costs of construction, not staff. An exception would have been perhaps an administrator.

The status of the project could have been made more evident.

Additional clarity was needed to determine confirmed vs. requested funding.

Project Schedule of Completion	
City of Flagstaff	**CDBG/ARPA CLFRF 2022/2023**
Project Description:	Crown Motel: Hotel to Housing, a renovation project to bring 56 non-congregate, emergency shelter units to Flagstaff
Implementing Agency:	Flagstaff Shelter Services
CoF Project Number:	
Persons Served:	1200 individuals
Date Submitted:	2/22/2022

Action Items:	**Item Description**	**Program Year: 2022/2023**					**1st Month Begins with the Notice to Proceed**								
			1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th
1	Procurement Process														
2	Design consultant selection process														
3	Design arch and site related items noted below														
4	Permitting of arch and site related items noted below														
5	Install new plumbing, mechanical, and electrical for laundry upgrade														
6	New finishes at laundry services														
7	Repair existing surfaces & prep for new fencing														
8	Install new fencing														
9	Parking Lot: Sealcoat, restripe, and add signage/bumpers														
10	Remove port cochere														
11	Demo existing pool facilities														
12	Fill-in and repair adjacent surfaces														
13	Fire Suppression Contractor Selection														
14	Fire Suppression Design & Permitting														
15	Install new main fire line														
16	Install new fire suppression piping														
17	Repair to existing room finishes														
18	Project Closeout & Final Inspections														

Project Budget	
City of Flagstaff	**CDBG / ARPA CLFRF 2021/2022**
Project Description:	Renovation of former motel to serve as non-congregate emergency shelter
Implementing Agency:	Flagstaff Shelter Services
CoF Project Number:	
Persons Served:	1200 individuals
Date Submitted:	2/22/2022

Item/Activity Identifier	Item/Activity Desription	Source 1 City of Flagstaff CDBG	Source 2 Federal/State/ Local Funding	Source 3 Other Funding Requests (Foundations & Corporations)	Leverage Agency Financing	In-Kind Donations	Project TOTALS
1	**Program or Project Related Expenses**						
A	Motel Purchase				$6,190,000.00		**$6,190,000.00**
B	Renovation Expenses (As Estimated by KCS)	$250,000.00		$301,990.00			**$551,990.00**
C	Contingency			$63,211.00			**$63,211.00**
2	**Administration**						
A	Project Oversight: Director of Operations (.33 FTE for this project)			$24,799.00			**$24,799.00**
3	**Program Operations**						
A	Food for Shelter Guests (from Fagstaff Family Food Center)					$498,687.18	**$498,687.18**
B	Shelter Coordinator Wages (24 hrs/day, 7 days/week)				$315,360.00		**$315,360.00**
C	Housing Case Manager Salaries (3 staff x .75 FTE each)				$90,000.00		**$90,000.00**
E	Medical Care (via North Country HealthCare)					$1,050,000.00	**$1,050,000.00**
F	Behavioral Health & Medical Care (from Native Americans for Community Action)					$15,000.00	**$15,000.00**
G	Behavioral Health Care (from the Guidance Center)					$80,000.00	**$80,000.00**
H	Behavioral Health Care (from Southwest Behavioral & Health Services)					$100,000.00	**$100,000.00**
Totals		$250,000.00	$0.00	$390,000.00	$6,595,360.00	$1,743,687.18	**$8,979,047.18**

Use of CDBG Funds: Awarded funds will pay for a portion of motel renovation expenses, which include installing wrought iron fencing around the motel property, removing the existing porte cochere, updating the existing laundry facilities to add four additional washers and dryers, installing an interior fire sprinkler system, redoing the dilapidated parking lot, and filling in the existing hotel pool (see attached Concept Plan and Kinney Construction Services' $551,990 renovation estimate). These renovations will enable the property to safely serve as non-congregate emergency shelter through the remainder of the COVID-19 pandemic, and then as Permanent Supportive Housing once the public health crisis is behind us.

13. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Senior Planner
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration and Approval of Preliminary Plat: PZ-21-00154-01, MMV Devco, LLC requests Preliminary Plat approval for MMV D3 located at 1800 N Gemini Drive, a single-family subdivision on 6.31 acres in the Medium Density Residential (MR) Zone.

STAFF RECOMMENDED ACTION:

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

Executive Summary:

This request is for preliminary plat approval for a 41 lot single-family residential subdivision on 6.31 acres located at 1800 N Gemini Drive.

Financial Impact:

No financial impacts are anticipated with this Preliminary Plat.

Policy Impact:

There are no policy impacts anticipated with this Preliminary Plat.

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

Priority Based Budget Key Community Priorities and Objectives

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

Carbon Neutrality Plan

DD-1: Encourage vibrancy, appropriate density, an attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.

Regional Plan

Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.
Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.

Policy WR.4.3. Development requiring public utility servcies will be located within the Urban Growth Boundary.

Has There Been Previous Council Decision on This:

City Council approved a Zoning Map Amendment in support of the proposed subdivision in 2016.

Options and Alternatives:

1. Approve the Preliminary Plat as recommended by staff and the Planning & Zoning Commission.
2. Approve the Preliminary Plat with conditions.
3. Deny the Preliminary Plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specifications for New Infrastructure.

Background/History:

In 2016, the City Council approved a rezoning request from Research and Development to Medium Density Residential on Parcel D3 within the McMillan Mesa Village Specific Plan area. The concept plan for Parcel D3 showed 50 single-family residential lots that front on an interior street that would be created through the subdivision process. The proposed elevations showed two-story homes like other houses located on McMillan Mesa.

The applicant, MMV Devco, LLC, is seeking Preliminary Plat approval for a 41-lot single-family residential subdivision within the larger McMillan Mesa Village development. Lot sizes range from 3,990 square feet to 10,919 square feet. New infrastructure will need to be provided for the project including one new residential local road (Misty Meadow Drive), 8" water and sewer lines, dry utilities, and stormwater LID. City staff approved the Preliminary Plat on February 24, 2022.

Key Considerations:

The property is zoned Medium Density Residential which has a minimum density requirement of 6 units per acre and a maximum density of 9 units per acre in the Resource Protection Overlay. The proposed 41 lots on the 6.31 acres have a gross density of 6.5 units per acre and a net density of 8.25 units per acre. The applicant is utilizing the Planned Residential Development (PRD) option in order to create alternative lot sizes and setbacks.

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 review.

Community Involvement:

Inform. The existing zoning of the subject property allows for the proposed subdivision. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of the Preliminary Subdivision Plat review process.

Attachments: Application
P&Z Commission Staff Summary
Preliminary Plat
Presentation

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

SUBD

Application for Subdivision Review

Date Received		**File Number**
Property Owner(s) MMV DEVCO, LLC		**Phone** (480) 627-7000
Mailing Address 15300 N. 90TH STREET, STE 200	**City, State, Zip** SCOTTSDALE, AZ 85260	**Email**
Applicant(s) CAVAN REAL ESTATE		**Phone** (480) 627-7000
Mailing Address 15300 N. 90TH STREET, STE 200	**City, State, Zip** SCOTTSDALE, AZ 85260	**Email**
Project Representative Dave Cavan		**Phone** (480) 747-9426
Mailing Address 15300 N. 90TH STREET, STE 200	**City, State, Zip** SCOTTSDALE, AZ 85260	**Email** DAVECAVAN@CAVANREALESTATE.NET

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

Project Name: MMV PARCEL D3	**Site Address** 1800 N. GEMENI DR.		**Parcel Number** 101-46-006
Proposed Use RESIDENTIAL	**Existing Use** UNDEVELOPED	**Subdivision, Tract & Lot Number** MCMILLAN MESA VILLAGE LOT D3	
Zoning District MR	**Regional Plan Category** SUBURBAN	**Flood Zone** X	**Size of Site (Sq. ft. or Acres)** 6.31 ACRES

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

Surrounding Uses	**North**	**South**	**East**	**West**
(Res, Com, Ind)	COM	OPEN SPACE	OPEN SPACE	COM

Proposed Use:	**Number of Lots**	**Number of Units**	**Number of acres per use**	**Building Square Feet**
RESIDENTIAL	41			

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

Property Owner Signature: (required)	**Date:** 10-7-21	**Applicant Signature:**	**Date:** 10-7-21

For City Use

Date Filed:		**Case Number (s)**			
P & Z Hearing Date:			**Publication and Posting Date:**		
Council Hearing Date:			**Publication and Posting Date:**		
Fee Receipt Number:		**Amount:**		**Date:**	
Action by Planning and Zoning Commission:			**Action By City Council:**		
☐ **Approved**			☐ **Approved**		
☐ **Denied**			☐ **Denied**		
☐ **Continued**			☐ **Continued**		
Staff Assignments	**Planning**	**Engineering**	**Fire**	**Public Works/Utilities**	**Stormwater**

PLANNING & DEVELOPMENT SERVICES REPORT
PRELIMINARY PLAT

PZ-21-00154-01

DATE: **March 3, 2022**
MEETING DATE: **March 23, 2022**
REPORT BY: **Tiffany Antol, AICP**

REQUEST:
MMV Devco, LLC requests Preliminary Plat approval for MMV D3 located at 1800 N Gemini Drive, a single-family subdivision on 6.31 acres in the MR (Medium Density Residential) Zone.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation of approval.

PRESENT LAND USE:
The subject site is currently vacant.

PROPOSED LAND USE:
The MMV D3 subdivision, consisting of 41 single-family lots located on 6.31 acres in the MR (Medium Density Residential) Zone.

NEIGHBORHOOD DEVELOPMENT:
See the attached vicinity map for more information.

North: Congregate Care Facility, CC Zone.
South: Open Space, POS Zone.
East: Open Space, POS Zone.
West: FUTS Trail, Basis School, RD Zone.

REQUIRED FINDINGS:
The Planning and Zoning Commission shall find the proposed Preliminary Plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

STAFF REVIEW:

I. Project Information

A. Background
In 2016, the City Council approved a rezoning request from Research and Development to Medium Density Residential on Parcel D3 within the McMillan Mesa Village Specific Plan area. The concept plan for Parcel D3 showed 50 single-family residential lots that front on an interior street that would be created through the subdivision process. The proposed elevations showed two-story homes like other houses located on McMillan Mesa.

The applicant, MMV Devco, LLC, is seeking Preliminary Plat approval for a 41-lot single-family residential subdivision within the larger McMillan Mesa Village development. Lot sizes range from 3,990 square feet to 10,919 square feet. New infrastructure will need to be provided for the project including one new residential local road (Misty Meadow Drive), 8" water and sewer lines, dry utilities, and stormwater detention. City Staff approved the Preliminary Plat on February 24, 2022, based on conformance with all relevant development standards.

B. Type of Plat

This Preliminary Plat request is for a single-family residential subdivision consisting of 41 individual lots. All areas in the subdivision not allocated as lots are reserved as tracts. Tract A is located at the southwestern portion of the subdivision and is designated as a Low Impact Development (LID) basin to address stormwater management requirements and Tract B located in the center of the subdivision is designated for open space.

II. Required Findings: Conformance with City Development Standards and Regional Plan

Staff reviewed and approved the Preliminary Plat based on conformance with City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

A. City of Flagstaff Zoning Code (Title 10)

i. Medium Density (MR) Zone

The property is zoned MR, Medium Density Residential. The MR Zone has a minimum density requirement of 6 units per acre and a maximum density of 9 units per acre in the Resource Protection Overlay. The proposed 41 lots on 6.31 acres have a gross density of 6.50 units per acre and a net density of 8.25 units per acre, which meets the minimum density for the MR Zone per Section 10-10.30.070.

Planned Residential Development (PRD) is a permitted use in the MR zone. Division 10-40.60.280 of the Zoning Code addresses specific use standards for Planned Residential Developments. PRDs may use different building types (i.e., Carriage House, Single-Family Cottage, Duplex) as part of an integrated site planning process in non-transect zones and for achieving gross densities on undeveloped land where substantial natural resources are present on the site. Division 10-50.110 of the Zoning Code provides standards for specific building types and specifies the transect zones in which they are allowed. The T4N.2 transect zone allows the Single-Family building types in new neighborhoods.

The Single-Family Cottage building type permits a minimum lot area of 2,500 square feet. The lots within this subdivision comply with the minimum lot area per building type. The preliminary plat complies with the applicable standards and building form and placement standards such as setbacks and height allowed in the T4N.2 transect zone (Division 10-40.40.060 of the Zoning Code).

Setback requirements for the T4N.2 transect zone are:

Front	5'min, 12' max
Side	3' min
Side Street	10' min, 15' max
Rear	3' min

Each building type has specific frontage types that must be used when developing the individual lots. In this case, the Projecting Porch frontage type has been applied to all lots. Division 10-50.120.040 addresses the standards for the Projecting Porch frontage type. With this frontage type, the house has a small to medium setback from the property line. The resulting front yard is typically very small.

ii. Natural Resources

The subject property is located within the Resource Protection Overlay. A Resource Protection Plan was prepared for the entire McMillan Mesa Village area. No resources are required to be preserved on the subject site.

iii. Historic/Cultural Resources
Cultural resource clearance will be required for this subdivision prior to the submission of civil plans.

iv. Parks, Open Space, Pedestrian, and Bicycle Facilities
The closest City-owned parks to the site are Buffalo Park, a regional recreational facility, and Ponderosa Park, a neighborhood facility. The subject property is also surrounded by the City-owned McMillan Mesa Natural Area (protected open space). In addition, 15% of the property is set aside as open space within the subdivision as is required in the Medium Density Residential (MR) Zone. Staff is confident that the park and recreational needs of the residents of the proposed development will be met through these amenities provided on- and off-site.

B. City of Flagstaff Subdivision Standards (Title 11)

i. Preliminary Plat
IDS approved the Preliminary Plat based on conformance with the procedures and application requirements outlined in Section 11-20.60: Preliminary Plat.

ii. Subdivision Standards and Regulations
IDS also approved the Preliminary Plat based on conformance with relevant standards in Section 11-20.120: Subdivision Design Standards and Requirements.

ii.1 Lot Design
The proposed subdivision meets the standards for lot design:

- Meet the minimum lot width, depth, and size requirements of the Zoning Code.
- Be designed appropriately for the location and character of the proposed development, street improvements, and underlying topography.
- All lots shall be lawfully built upon and be developable (lots are designed in a way so that development can meet all relevant development standards).
- Buildable area (building envelope) shall be located away from the crest of ridge lines.
- Buildable area shall be determined by setback requirements and the location of natural topographic features.

ii.2 Street Design
The proposed subdivision meets the standards for street design:

- Meet the street cross-section standards (Engineering Standards) for the type of street proposed.
- Street design is appropriate for underlying topography and in relation to existing streets. Where feasible, streets shall be placed on top of ridges to minimize the extent of grading and reduce the visual impact of development.

ii.3 Easement Design
The proposed subdivision meets the standards for easement design:

- Easements shall be provided and dedicated where deemed necessary for specific purposes (the plat will dedicate a public utility easement and a drainage easement).
- Drainage easements shall substantially follow the line of any existing watercourse that traverses the land.

ii.4 Block Design

The proposed subdivision meets the standards for block design:

- Blocks in non-transect zones shall not normally exceed 1,200 feet in length measured from the property lines, except in hillside developments or where a subdivision of one-half acre lots or larger justify or require a variation from this requirement, or where there are unusual conditions of the property being subdivided.

iii. Minimum Required Subdivision Improvements

The subdivider is required to improve all streets, pedestrian ways, alleys, and easements in the subdivision and adjacent to it as required to serve the subdivision. Staff review of the Preliminary Plat along with the impact analyses discussed in the Engineering Standards section below identified the required improvements in conformance with Section 11-20.130: Minimum Required Subdivision Improvements. These improvements will formally be approved with Civil Engineering Plans review, which will occur after Preliminary Plat approval by City Council.

C. City of Flagstaff Engineering Standards (Title 13)

As part of the Preliminary Plat Block Plat review, Staff conducted a public systems analysis to confirm preliminary compliance with Engineering Standards. Following Preliminary Plat approval, the applicant shall submit and receive approval for Civil Engineering Plans for the subdivision prior to review and approval of the Final Plat. Approval of the Civil Engineering Plans will be contingent on the plat meeting City Engineering Standards.

i. Access and Traffic

McMillan Mesa Village is bounded on the north by Forest Avenue. Vehicular access is provided along North Gemini Drive, a looped roadway through the subdivision connecting with Forest Avenue via a controlled right-in/right-out entrance on the western edge of the subdivision and a four-way signalized intersection on the eastern edge of the subdivision. North Gemini Drive connects with North Pine Cliff Drive, which provides a southerly access to Ponderosa Parkway. North Gemini Drive and North Pine Cliff Drive as well as the signalized intersection on North Forest Ave were constructed in conjunction with the development of the McMillan Mesa Village subdivision.

A Traffic Impact Analysis for the McMillan Mesa Village Specific Plan was completed by Pike Engineering on May 20, 1992. At the time this analysis was prepared, the infrastructure for the subdivision was contemplated; however, it was not completed. In 2008, the applicant completed the infrastructure according to the Specific Plan as part of the McMillan Mesa Village subdivision. The road sections constructed within the subdivision changed from those identified in the specific plan to current public roadway standards. The lane widths were reduced resulting in less pavement, five-foot parkways, four and one-half or five-foot wide bike lanes, and a fifteen-foot wide median on North Gemini Drive. North Pine Cliff drive south of the roundabout does not include medians but does include parking along the portion south of Pinion Court to accommodate for the residentially platted lots. The developer of the subdivision was allowed to relocate the final location of the FUTS from the original specific plan to avoid steep slope conditions.

According to the ordinance that adopted the McMillan Mesa Village Specific Plan and granted the existing zoning entitlements, the developer was required to construct a traffic signal at the intersection of Gemini and Forest Avenue. A Traffic Impact Analysis is typically required as part of a Concept Zoning Map Amendment application. The applicant submitted a Traffic Statement letter, with the rezoning for this property, that indicates the original Average Daily Trips per day are reduced from 21,334 to 7,769. For this reason, a new Traffic Impact Analysis was not required.

ii. Water and Wastewater

A previous Water and Sewer Impact Study was completed for the McMillan Mesa Village subdivision in July 2006. The applicant was required to show as part of the review on this application that the proposed subdivision will have no significant impact to existing off-site water and sewer infrastructure because of this development. The land use and intensity proposed can be served by existing infrastructure. There is adequate existing capacity as long as water and sewer demands do not increase from the Specific Plan Amendment.

Water

Existing Zone A water infrastructure in the development area includes a twelve-inch (12”) diameter waterline tying into the 12” main located at the United States Geological Survey (USGS) facility. The waterline then loops through the internal project, following the North Gemini Drive alignment, and ultimately connecting back to the Zone A system at the intersection of North Turquoise Drive and East Cedar Avenue. For the proposed subdivision, the existing water line in

North Gemini Drive will be connected to a new 8" water line which will be routed through the public road loop on parcel D3 Water taps will be provided to each lot in the subdivision.

Wastewater

The existing 15" diameter Switzer Canyon trunk line is the connection point for all sewage flows generated by the McMillan Mesa Village subdivision. The Switzer Canyon sewer collector system gravity flows to the south until it ultimately connects to a 33" RCP interceptor line in Foxglenn Park. The McMillan Mesa Village Subdivision was required to make off-site modifications to the existing sewer system including the replacement of the 33" sewer line, which connects manholes 23-063 and 23-058, with a 42" pipe. This reach was approximately 2237' feet in length and runs from Foxglenn Park to the intersection of E Butler Avenue.

The applicant will be providing a new 8" inch sewer line in the public road loop that will be connected to the existing sewer main within Pine Cliff Drive. This connection will be provided through the southwest corner of the property and will run underneath the proposed FUTS trail connection shown on the City-owned property and then through an easement on the Basis property out to Pine Cliff Drive. No portion of the McMillan Mesa Natural Area will be impacted by this sewer extension.

iii. Stormwater

Prior to the adoption of the McMillan Mesa Village Specific Plan, a Drainage Analysis for McMillan Mesa Village was prepared by Pike Engineering on May 21, 1991, with multiple revisions up to October 9, 1992. In 2006, the applicant began the design and City submittals for construction of the subdivision infrastructure. As a component of the design and construction of the infrastructure, the applicant hired Shephared Westnitzer, Inc. to provide a detailed hydrology study, also referred to as the Final Drainage report for McMillan Mesa Village. The initial study, provided to the City on August 23, 2007, was revised on February 7, 2008, with the last revision published on August 15, 2016, for the Basis School development.

According to the Basis Report, Parcel D3 is located within Drainage Basins A1and A2 and will drain to regional detention Pond A. The proposed MMV D3 subdivision will consist of approximately 3.62 acres of impervious cover and 2.69 acres of landscape area which can be accommodated within Pond A. No additional stormwater detention is required for this project. Although detention for the site will be provided within Pond A, the site will still be required to meet the City's Low Impact Development (LID) standards. An LID facility is provided in the southwestern corner of the proposed subdivision designed to meet the City's requirements.

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the Preliminary Plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

Recommendation

Staff recommends the Planning and Zoning Commission, in accordance with the required findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation of approval.

Attachments:

- Application
- Preliminary Plat
- Vicinity Map
- Utility notification letters

PLOTTED: Oct 26, 2021–9:51am

PRELIMINARY PLAT
FOR
McMILLAN MESA VILLAGE
PARCEL D3
FLAGSTAFF, ARIZONA

LOCATED IN NE $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 07 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, CITY OF FLAGSTAFF, ARIZONA



VICINITY MAP

PROJECT OWNER:

MMV DEVCO, LLC.
RAINTREE CORPORATE CENTER
15300 N. 90TH STREET, STE. 200
SCOTTSDALE, AZ 85620
(480) 627–7000

PROJECT DEVELOPER:

CAVAN REAL ESTATE
DAVE CAVAN
RAINTREE CORPORATE CENTER
15300 N. 90TH STREET, STE. 200
SCOTTSDALE, AZ 85620
(480) 627–7000

SURVEYOR:

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

PROJECT ENGINEER:

SHEPHARD WESNITZER INC.
GUILLERMO E. CORTES, PE
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773–0354

PROPERTY INFORMATION:

McMILLAN MESA VILLAGE – PARCEL D3
ADDRESS – 1000 N. GEMINI DR.
FLAGSTAFF, AZ 86001

A: APN# 101–46–006 (± 6.31 AC)
B: MEDIUM DENSITY (MR) – PRD (T4N.2)

NUMBER OF UNITS/LOTS: 41
TOTAL ACREAGE OF LOTS: ± 4.2 AC
NUMBER OF TRACTS: 2
TOTAL ACREAGE OF TRACTS: ± 0.55 AC
BUILDING TYPE: COTTAGE
FRONTAGE TYPE: PORCH
GROSS AREAGE: 6.31 ACRES
GROSS DENSITY: 6.50 UNITS PER ACRE
NET ACREAGE (EXCLUDING ROADWAY): 4.97 ACRES
NET DENSITY (EXCLUDING ROADWAY): 8.25 UNITS PER ACRE

1. ALL UTILITIES, INCLUDING STREET LIGHT AND ELECTRIC LINES INSTALLED WITH THIS DEVELOPMENT SHALL BE PLACED UNDERGROUND.
2. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF FLAGSTAFF CODES AND ORDINANCES.
3. AN ASSOCIATION WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES).
4. NEW IMPERVIOUS SURFACE AREA: 157,688 SF (3.62 ACRES) PER TABLE ON SHEET SS01.
5. ALL RIGHT–OF–WAYS WITHIN THE SUBDIVISION SHALL BE DEDICATED TO CITY OF FLAGSTAFF.
6. MAIL BOX LOCATIONS MUST BE APPROVED BY THE UNITED STATES POST OFFICE.

SUMMARY OF TRACTS

1. TRACT A IS INTENDED FOR LID FACILITIES & TRAIL.
2. TRACT B IS INTENDED FOR OPEN SPACE.

ZONING:

THE PROJECT IS LOCATED WITHIN THE CITY OF FLAGSTAFF'S MR ZONING DISTRICT. THE PROPOSED DEVELOPMENT SHALL BE DEVELOPED USING THE T4N.2 STANDARDS AND THE UNIQUE BUILDING TYPES OF McMILLAN MESA VILLAGE SINGLE FAMILY COTTAGE.

OPEN SPACE NOTE:

PER CITY OF FLAGSTAFF ZONING CODE SECTION 10–30.60.90, THE SITE IS REQUIRED TO PROVIDE 15% OF THE SITE AS OPEN SPACE. BASED ON THE PROPOSED LAYOUT, THE SITE PROVIDES APPROXIMATELY 46,320 SF (1.06 ACRES) OF OPEN SPACE (~16.9% OF THE SITE).

EARTHWORK SUMMARY

SITE GRADING:

UNADJUSTED CUT: 1,282 CY
UNADJUSTED FILL: 1,045 CY

EARTHWORK VOLUMES SHOWN ABOVE ARE BASED ON IN–PLACE VOLUMES REQUIRED FOR SITE GRADING. QUANTITIES ARE NOT ADJUSTED FOR SHRINKAGE (SEE GEOTECH REPORT FOR ESTIMATED SHRINKAGE FACTORS). THESE RESULTS MAY NOT REFLECT THE FINAL CONSTRUCTED QUANTITIES. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN QUANTITY DETERMINATIONS. ADDITIONAL EARTHWORK QUANTITIES SHALL BE CONSIDERED INCIDENTAL TO BUILDING CONSTRUCTION. ANY WASTE MATERIAL SHALL BE INCIDENTAL TO CONSTRUCTION.

SOURCE OF PROJECT INFORMATION

TOPOGRAPHIC INFORMATION BASED ON DATA PROVIDED BY MOGOLLON ENGINEERING & SURVEYING AND SUPPLEMENTAL TOPOGRAPHY BY SWI PROJECT NO. 08361.

BOUNDARY INFORMATION BASED ON MCMILLAN MESA VILLAGE FINAL PLAT BY SWI, DATED 3/06/2008.

LEGAL DESCRIPTIONS

PARCEL D3 ACCORDING TO THE FINAL PLAT FOR MCMILLAN MESA VILLAGE, INSTRUMENT NUMBER 3488287, OFFICIAL RECORDS OF COCONINO COUNTY, LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA.

RESOURCE PRESERVATION

THE PROJECT DOES FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. A NATURAL RESOURCE PROTECTION PLAN HAS BEEN APPROVED FOR THE MCMILLAN MESA VILLAGE. NO TREES WILL BE SAVED IN PARCEL D3 PER THE MCMILLAN MESA VILLAGE NATURAL RESOURCE PROTECTION PLAN.

FEMA DESIGNATION

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6809G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AN AREA DETERMINED TO BE OUTSIDE THE 500–YR FLOODPLAIN.

WATER AND SEWER IMPACT ANALYSIS

THE PLAT IS IN COMPLIANCE WITH THE RECOMMENDATIONS SET FORTH IN THE McMILLAN MESA VILLAGE W.S.I.A. PREPARED BY THE CITY OF FLAGSTAFF UTILITIES DEPARTMENT DATED JULY 7, 2006. A WATER AND SEWER IMPACT ANALYSIS WAIVER HAS BEEN REQUESTED.

ADEQUATE WATER SUPPLY NOTE:

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.

FENCING NOTE

FENCING IS ALLOWED WITHIN THE APPROVED SETBACKS AND BUILDING ENVELOPES. FENCING, STRUCTURES OR GROUND DISTURBANCE OTHER THAN DRIVEWAYS AND UTILITY CONNECTIONS ARE NOT ALLOWED WITHIN RESOURCE PROTECTED AREAS.

CERTIFICATE OF LAND SURVEYOR

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

Registered Land Surveyor
_____

Date _____

BASIS OF BEARING

LINEAR UNIT: INTERNATIONAL FEET
GEODETIC DATUM: NAD 83 (2002.0)
VERTICAL DATUM: NGVD 29 (SEE BELOW)
SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION PROJECTION (06)

PROJECTION:
TRANSVERSE MERCATOR
LATITUDE OF GRID ORIGIN: 35° 00' 00" N
LONGITUDE OF CENTRAL MERIDIAN: 111° 37' 00" W
NORTHING AT GRID ORIGIN: 0.0 FT
EASTING AT CENTRAL MERIDIAN: 70,000 FT
CENTRAL MERIDIAN SCALE FACTOR: 1.000333 (EXACT)

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODETIC NORTH. NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM CITY OF FLAGSTAFF CONTROL POINT 1720110 (NGVD 29) USING GPS WITH NGS GEOID MODEL "GEOID03". ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE PUBLISHED ELEVATION OF THIS STATION.

THE SURVEY WAS CONDUCTED USING GPS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. A PARTIAL LIST OF POINT COORDINATES FOR THIS SURVEY IS GIVEN BELOW (ADDITIONAL COORDINATES ARE AVAILABLE UPON REQUEST). LOCAL NETWORK ESTIMATES ARE GIVEN AT THE 95% CONFIDENCE LEVEL AND ARE BASED ON AN APPROPRIATELY CONSTRAINED LEAST–SQUARES ADJUSTMENT OF OVER–DETERMINED AND STATISTICALLY INDEPENDENT OBSERVATIONS.

BEARING AND DISTANCE BETWEEN CITY OF FLAGSTAFF POINT 1620000 AND 1720110: S 35° 51' 18" E 1788.55 FT

POINT #31 (COF # 1620000)
NGS DISK IN CONCRETE STAMPED "FLAGSTAFF NCMN 1981" (FQ0454)

LATITUDE = 35° 12' 52.88786" N	NORTHING = 78,170.783 FT	ESTIMATED ACCURACY
LONGITUDE =111° 38' 05.04145" W	EASTING = 64,601.253 FT	HORIZ = NOT ADJUSTED
ELLIPSOID HEIGHT = 7,038.636 FT	ELEVATION = 7,111.107 FT	VERT = NOT ADJUSTED

POINT #1250 3" ALUM. CAP USDAFS T21N R7E

LATITUDE = 35° 12' 38.45929" N	NORTHING = 76,711.778 FT	ESTIMATED ACCURACY
LONGITUDE =111° 38' 24.31349" W	EASTING = 63,001.239 FT	HORIZ = ±0.051 FT
ELLIPSOID HEIGHT = 6,909.344 FT	ELEVATION = 6,981.825 FT	VERT = ±0.061 FT

POINT #1251 (COF # 1720110) SITE BENCHMARK 3" BRASS CAP USDIBLM 1981

LATITUDE = 35° 12' 38.55632" N	NORTHING = 76,721.086 FT	ESTIMATED ACCURACY
LONGITUDE =111° 37' 52.41747" W	EASTING = 65,648.890 FT	HORIZ = ±0.046 FT
ELLIPSOID HEIGHT = 7,027.830 FT	ELEVATION = 7,100.361 FT	VERT = ±0.055 FT

POINT #1329 3" ALUM. CAP 1/4 S15–S14 2003 RLS 26406

LATITUDE = 35° 12' 11.66293" N	NORTHING = 74,001.019 FT	ESTIMATED ACCURACY
LONGITUDE =111° 37' 51.60653" W	EASTING = 65,715.813 FT	HORIZ = ±0.187 FT
ELLIPSOID HEIGHT = 6,932.443 FT	ELEVATION = 7,005.046 FT	VERT = ±0.101 FT

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING
REGISTERED LAND SURVEYOR 48756 AARON D. BORLING Signed ARIZONA, USA Expires 12/31/23

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING
Professional Engineer 33983 GUILLERMO E. CORTES Signed ARIZONA, USA

C.O.F. Project #PZ 21-00154

UTILITY COMPANY CONTACTS

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

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

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

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

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE
CHAD BROOKS (BY LETTER) XXXXX
BY: DATE:

UNISOURCE ENERGY SERVICES
MARTIN CONBOY (BY LETTER) XXXXX
BY: DATE:

CENTURYLINK
MANUEL HERNANDEZ (BY LETTER – KEVIN WAGNER) XXXXX
BY: DATE:

ALTICE USA
SANFORD YAZZIE (BY LETTER) XXXXX
BY: DATE:

UTILITY CONFLICT

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

DEDICATION

THE OWNER DOES HEREBY DEDICATE TO UNISOURCE ENERGY SERVICES AND ITS SUBSIDIARY UNS GAS, INC., ITS SUCCESSORS AND ASSIGNS ALL AREAS ON THIS PLAT MARKED PUE OR PUBLIC UTILITY EASEMENT AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS, WHETHER PUBLIC OR PRIVATE, FOR EXISTING NATURAL GAS FACILITIES TOGETHER WITHIN THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE TO SERVE IMPROVEMENTS THEREON OR ADJACENT TO.

Sheet List Table

Sheet Number	Sheet Number	Sheet Title
1	CVR	COVER SHEET
2	EP01	EXISTING BOUNDARY & EASEMENTS
3	PP01	PRELIMINARY PLAT & CONCEPTUAL LANDSCAPE PLAN
4	SS01	TYPICAL SECTIONS & SETBACKS

FLAGSTAFF ARIZONA

McMILLAN MESA VILLAGE PARCEL D3

COVER SHEET

JOB NO: 16103
DATE: OCT 21
SCALE: AS SHOWN
DRAWN: JEE
DESIGN: JEE, KMF
CHECKED: KMF

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

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

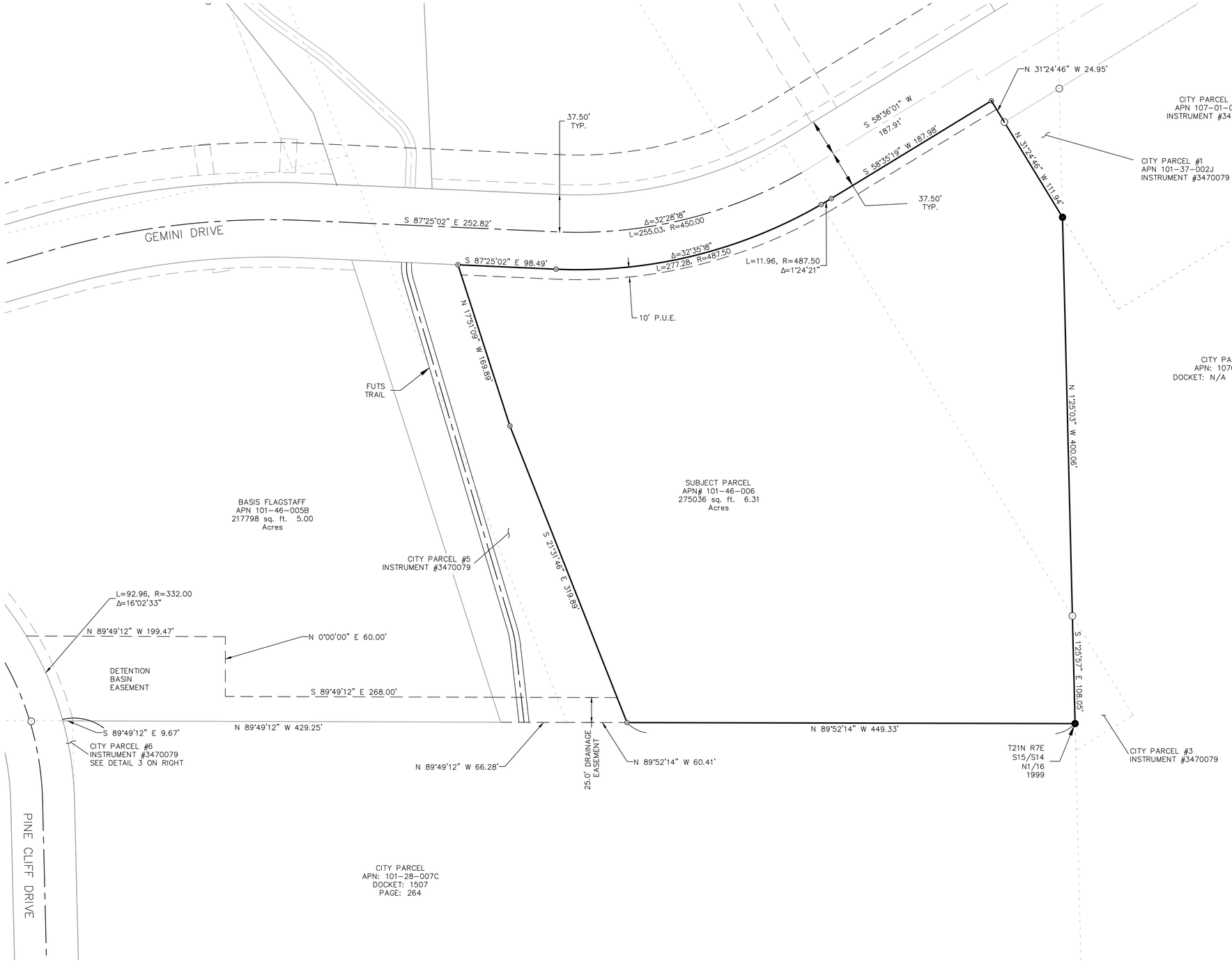
Call at least two full working days before you dig in Arizona
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CVR

SHT NO. 1 OF 4

FILE: P:\2016\16103\Drawings\Plats\Preliminary\16103 – Cover.dwg SWI–C3D–2021

PLOTTED: Oct 26, 2021-9:51am



SCALE: 1" = 50'

0 25 50

LEGEND

- PARCEL BOUNDARY LINE
- CENTERLINE
- TWO-STORY BUILDING SETBACKS
- PUBLIC UTILITIES AND DRAINAGE EASEMENTS
- EXISTING BOUNDARIES
- EXISTING RIGHT OF WAY CENTERLINE
- EXISTING EASEMENTS
- EXISTING RIGHT OF WAY

- FOUND 1" OPEN PIPE AFFIXED TAG STAMPED "RLS 40460"
- FOUND SURVEY NAIL
- FOUND CAPPED 1/2" REBAR STAMPED "NES LS 14671" UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR AFFIXED TAG STAMPED "RLS 40460"
- SET 1/2" REBAR WITH ALUMINUM CAP "LS40640"

PARCEL MAP CHECK REPORT

OVERALL PROPERTY BOUNDARY
North: 75869.0038' East: 65669.9951'

Segment #1 : Line

Course: S1° 25' 03.30"E Length: 400.060'
North: 75469.0663' East: 65679.8922'

Segment #2 : Line

Course: S1° 25' 56.76"E Length: 108.048'
North: 75361.0520' East: 65682.5932'

Segment #3 : Line

Course: N89° 52' 13.53"W Length: 449.330'
North: 75362.0682' East: 65233.2644'

Segment #4 : Line

Course: N21° 31' 46.01"W Length: 319.889'
North: 75659.6382' East: 65115.8717'

Segment #5 : Line

Course: N17° 51' 09.47"W Length: 169.893'
North: 75821.3506' East: 65063.7876'

Segment #6 : Line

Course: S87° 25' 02.00"E Length: 98.486'
North: 75816.9125' East: 65162.1736'

Segment #7 : Curve

Length: 277.277' Radius: 487.500'
Delta: 32.5883 (d) Tangent: 142.501'
Chord: 273.555' Course: N76° 17' 19.05"E
Course In: N2° 34' 58.00"E Course Out: S30° 00' 19.91"E
RP North: 76303.9173' East: 65184.1417'
End North: 75881.7536' East: 65427.9328'

Segment #8 : Curve

Length: 11.961' Radius: 487.500'
Delta: 1.4058 (d) Tangent: 5.981'
Chord: 11.961' Course: N59° 17' 29.60"E
Course In: N30° 00' 19.91"W Course Out: S31° 24' 40.90"E
RP North: 76303.9174' East: 65184.1421'
End North: 75887.8617' East: 65438.2166'

Segment #9 : Line

Course: N58° 35' 19.10"E Length: 187.979'
North: 75985.8324' East: 65598.6468'

Segment #10 : Line

Course: S31° 24' 46.34"E Length: 24.948'
North: 75964.5409' East: 65611.6498'

Segment #11 : Line

Course: S31° 24' 46.34"E Length: 111.944'
North: 75869.0041' East: 65669.9951'

Perimeter: 2159.815' Area: 275035.12 Sq. Ft.
Error Closure: 0.0003 Course: N1° 36' 47.74"W
Error North: 0.00029 East: -0.00001

Precision 1: 7186976.667

NOTES:

FOR ADDITIONAL MEASURED AND RECORD BOUNDARY INFORMATION REFER TO RESULTS OF SURVEY RECORDED AT INSTRUMENT # 3445467 IN THE OFFICE OF THE COCONINO COUNTY RECORDERS.

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING
REGISTERED LAND SURVEYOR 48756 AARON D. JENKSSON Signed ARIZONA, USA Expires 12/31/23

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING
Professional Engineer 33983 GUILLERMO F. PUENTES Signed ARIZONA, USA

C.O.F. Project #PZ 21-00154

FLAGSTAFF
ARIZONA

MCMILLAN MESA VISTA PARCEL D33

EXISTING BOUNDARY + EASEMENTS

JOB NO:	16103
DATE:	OCT 21
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	JEE, KMF
CHECKED:	KMF

REVISIONS

NO.	DESCRIPTION	DATE	BY

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

SWI Shephard Wesnitzer, Inc.

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

DRAWING NO.
EP01

SHT NO. 2 OF 4

FILE: P:\2016\16103\DRAWINGS\PLATS\PRELIMINARY\16103 EXISTING FINAL PLAT.DWG JERKSSON

PLOTTED: Oct 26, 2021–9:51am

CLEAR VIEW ZONE CALCULATIONS

ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)1	TIME GAP tg (unadjusted)2	GRADE ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES4	TIME GAP tg(adjusted) 2	INTERSECTION SIGHT DISTANCE (ISD3)	STOPPING SIGHT DISTANCE (SSD)
D1	Gemini Drive	Right	30	6.5	No	No	1	6.5	290	200
D2	Gemini Drive	Right	30	6.5	No	No	1	6.5	290	200
D3	Gemini Drive	Left	30	7.5	No	Yes	2	8.0	353	200

Notes:

(1)	The major road speed limits (VMAJOR in MPH) are based on existing conditions in the project vicinity.
(2)	The time gap values, adjusted (tg (adjusted) in seconds) and unadjusted (tg (unadjusted) in seconds), are based on the current site plan and the AASHTO-Geometric Design of Highways and Streets Exhibits 9-54 and 9-57 for D1 and D2 and Exhibits 9-66 and 9-67 for M1. The first lane crossed does not warrant an adjustment to the time gap.
(3)	The intersection site distance (ISD in feet) calculations are based on Equation 9-1 in the AASHTO-Geometric Design of Highways and Streets. Equation 9-1: ISD=1.47*VMAJOR*tg
(4)	The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.
(5)	If the approach grade is greater than 3%, add 0.1 seconds for each percent grade.

LANDSCAPE CALCULATIONS

SECTION	REQUIREMENTS	QUANTITY
STREET BUFFER REQUIREMENT (1001 L.F. LOCAL RD CL)		
TREES	1 PER 25 LINEAR FEET	40
SHRUBS	2 PER TREE	80
GROUNDCOVER	2 PER TREE	80

LEGEND

- ROW
- EASEMENT
- 8"SS — GRAVITY SEWER LINE
- 8"W — PUBLIC WATER LINE
- STORM DRAIN PIPE
- LOT BOUNDARY
- FIRE HYDRANT
- AIR RELEASE VALVE
- SEWER MANHOLE
- STORM DRAIN MANHOLE
- CATCH BASIN
- GATE VALVE
- LIGHT POLE
- TREE
- EX. LOT LINE
- EX. EASEMENT
- 6944 — EX. INTERMEDIATE CONTOUR
- 6945 — EX. INDEX CONTOUR
- 8"W — EX. WATER LINE
- SS — SS — EX. SEWER LINE
- G — G — EX. GAS
- EX. STORM DRAIN
- UGE — EX. UNDERGROUND UTIL.
- OHE — EX. OVERHEAD UTIL.
- SECTION LINE
- EX. ROAD STRIPING
- WV — EX. WATER VALVE
- EX. SIGNAGE
- SIGNATION — EX. ELECTRIC BOX
- LID BASIN

NOTES:
1. PROPOSED SEWER MANHOLE TO PROVIDE SEPARATION BETWEEN PRIVATE AND PUBLIC SEWER SYSTEM.
2. PROPOSED LANDSCAPING TO BE PLACED WITHIN PARKWAYS. FINAL LANDSCAPE PLAN TO BE PROVIDED WITH CONSTRUCTION PLANS.
3. WHERE FIRE HYDRANTS IS LOCATED ON LOCAL ROAD, A NO PARKING FIRE LANE SHALL BE PROVIDED FOR 20' BEFORE AND 20' AFTER THE FIRE HYDRANT ON THE SAME SIDE OF THE ROAD AS THE HYDRANT.

SCALE: 1" = 40'

FLAGSTAFF ARIZONA

MCMILLAN MESA VILLAGE PARCEL D3

PRELIMINARY PLAT & CONCEPTUAL LANDSCAPE PLANS (1)

JOB NO: 16103
DATE: OCT 21
SCALE: AS SHOWN
DRAWN: JEE
DESIGN: JEE, KMF
CHECKED: KMF

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

Shephard ▲ Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
PP01

SHT NO. 3 OF 4

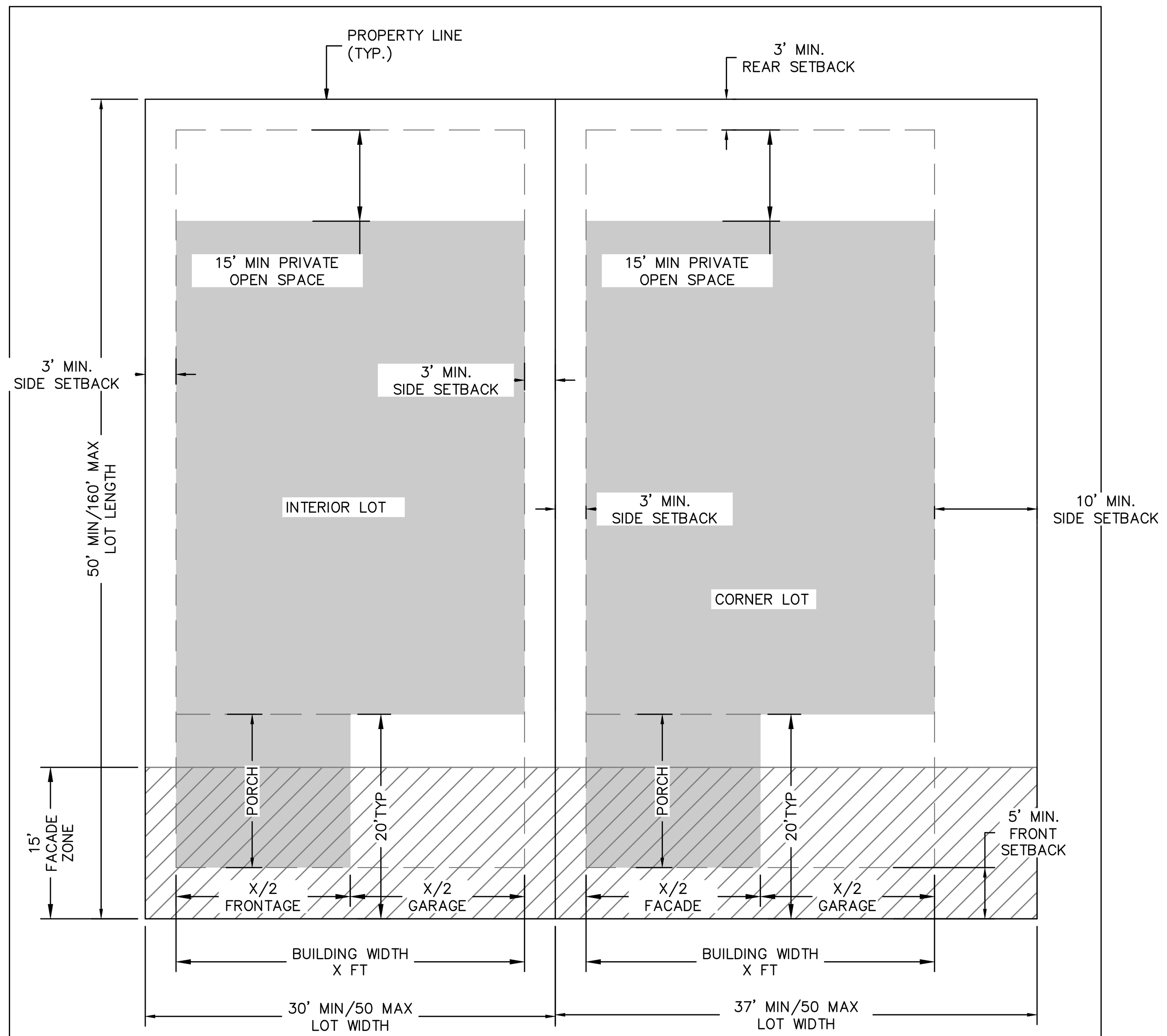
PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING
AARON D. [illegible] 48756 REGISTERED LAND SURVEYOR Signed ARIZONA, USA Expires 12/31/23

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING
33983 GUILLERMO F. [illegible] REGISTERED Professional Engineer Signed ARIZONA, USA

C.O.F. Project #PZ 21-00154

FILE: P:\2016\16103\Drawings\Plots\Preliminary\16103 – Preliminary Plat.dwg SW-C3D-2021

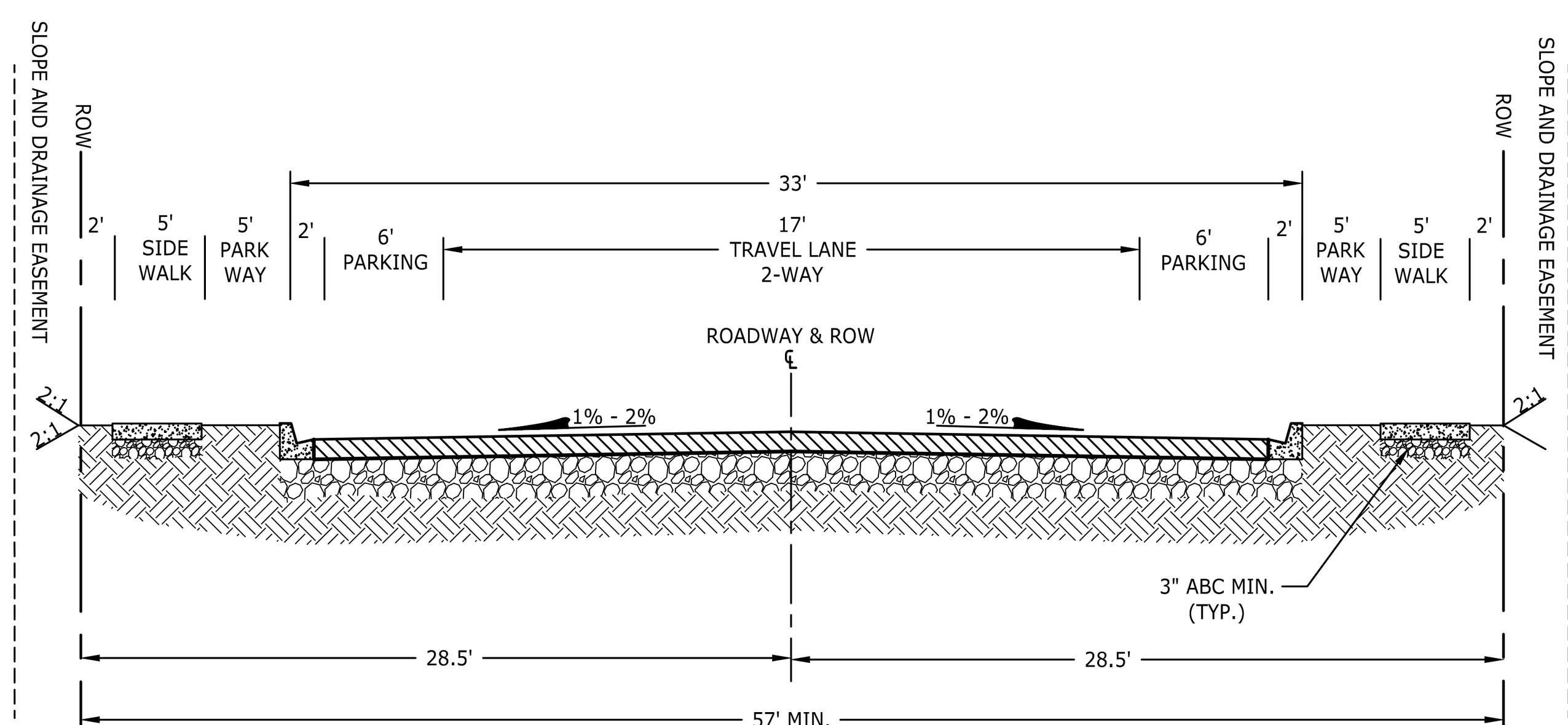
PLOTTED: Oct 26, 2021–9:51am



LOT PROVISIONS:
1. NOMINAL LOT AREA TO BE MIN. 2,500 SF.
2. TYPICAL LOT SIZE IS 42' WIDE X 95' LONG.
2. LOT WIDTH ARE MEASURED AT THE FRONT SETBACK LINE.
3. PRIVATE OPEN SPACE TO HAVE 15 FT MINIMUM WIDTH AND DEPTH.
4. MAXIMUM ALLOWABLE LOT COVERAGE IS 70%.
5. MAXIMUM ALLOWABLE BUILDING HEIGHT IS 52 FT.
6. PORCH FRONTAGE PROVIDED FOR THE UNIT.
7. TWO–CAR GARAGE, SINGLE CAR/TANDEM GARAGE, AND DETACHED GARAGE ALLOWED WITH PROPOSED LAYOUT.
8. TWO CAR GARAGE DOOR WIDTH IS 16' WITH ONE FOOT WALL ON EACH SIDE FOR A TOTAL GARAGE WIDTH OF 18'. PROCH SHALL OVERLAP ONE FOOT OF WALL OF GARAGE TO KEEP GARAGE WIDTH LESS THEN 50% OF TOTAL BUILDING WIDTH.

TYPICAL LOT LAYOUT FOR MCMILLAN MESA VILLAGE SINGLE FAMILY COTTAGE

N.T.S.



RESIDENTIAL LOCAL (COF 10-09-038)

NOT TO SCALE

TRACT TABLE

LOT #	SQUARE FEET	ACRES
1	6,108.48	0.14
2	4,546.96	0.10
3	4,126.11	0.09
4	3,990.00	0.09
5	3,990.00	0.09
6	3,990.00	0.09
7	3,990.00	0.09
8	4,029.18	0.09
9	4,684.24	0.11
10	3,990.00	0.09
11	3,990.00	0.09
12	3,990.00	0.09
13	3,990.00	0.09
14	5,566.83	0.13
15	10,919.53	0.25
16	7,354.77	0.17
17	3,990.00	0.09
18	3,990.00	0.09
19	3,990.00	0.09
20	3,990.00	0.09
21	3,990.00	0.09
22	4,306.99	0.10
23	5,791.35	0.13
24	5,737.54	0.13
25	4,922.11	0.11
26	5,742.44	0.13
27	4,839.01	0.11
28	3,990.00	0.09
29	5,460.18	0.13
30	3,990.00	0.09
31	3,990.00	0.09
32	3,990.00	0.09
33	3,990.00	0.09
34	5,347.34	0.12
35	5,863.95	0.13
36	3,990.00	0.09
37	3,990.00	0.09
38	3,990.00	0.09
39	4,108.42	0.09
40	4,423.90	0.10
41	4,793.80	0.11
TRACT A	8,897.83	0.20
TRACT B	15,186.80	0.35
ROW	58,487.35	1.34

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	98.49	N 87°25'02" W
L2	37.83	N 2°27'20" W
L3	94.64	S 79°40'22" W
L4	73.28	S 17°51'09" E
L5	29.61	N 19°19'56" W
L6	94.01	S 70°40'04" W
L7	56.00	S 17°51'09" E
L8	40.37	N 19°19'56" W
L9	95.00	S 68°28'14" W
L10	40.61	S 17°51'09" E
L11	42.00	N 21°31'46" W
L12	95.00	S 68°28'14" W
L13	42.00	S 21°31'46" E
L14	42.00	N 21°31'46" W
L15	95.00	S 68°28'14" W
L16	42.00	S 21°31'46" E
L17	42.00	N 21°31'46" W
L18	95.00	S 68°28'14" W
L19	42.00	S 21°31'46" E
L20	42.00	N 21°31'46" W
L21	95.00	S 68°28'14" W
L22	42.00	S 21°31'46" E
L23	17.49	N 21°31'46" W
L24	91.86	N 69°28'24" E
L25	42.00	S 21°31'46" E
L30	15.78	N 89°52'14" W
L31	95.00	S 0°07'46" W
L33	42.00	N 89°52'14" W
L34	95.00	S 0°07'46" W
L35	42.00	S 89°52'14" E
L36	42.00	N 89°52'14" W
L37	95.00	S 0°07'46" W
L38	42.00	S 89°52'14" E
L39	42.00	N 89°52'14" W
L40	95.00	S 0°07'46" W
L41	42.00	S 89°52'14" E
L42	19.77	N 89°52'14" W
L43	104.78	S 19°46'32" E
L44	75.53	S 89°52'14" E
L45	126.87	S 57°22'34" E
L46	54.17	N 1°25'57" W
L47	102.48	S 89°52'14" E
L48	95.00	N 88°34'57" E
L50	42.00	S 1°25'03" E
L51	95.00	N 88°34'57" E
L52	42.00	N 1°25'03" W
L53	42.00	S 1°25'03" E
L54	95.00	N 88°34'57" E
L55	42.00	N 1°25'03" W
L56	42.00	S 1°25'03" E

LINE TABLE

LINE #	LENGTH	DIRECTION
L57	95.00	N 88°34'57" E
L58	42.00	N 1°25'03" W
L59	42.00	S 1°25'03" E
L60	95.00	N 88°34'57" E
L61	42.00	N 1°25'03" W
L62	42.00	S 1°25'03" E
L63	95.00	N 88°34'57" E
L64	42.00	N 1°25'03" W
L65	31.65	S 1°25'03" E
L66	95.67	N 84°08'21" E
L67	49.01	N 1°25'03" W
L68	113.36	N 66°06'49" E
L69	75.07	N 1°25'03" W
L70	24.46	S 31°24'46" E
L71	117.19	N 58°35'14" E
L72	45.89	N 31°24'46" W
L73	11.84	N 1°25'03" W
L74	42.00	S 31°24'46" E
L75	117.19	N 58°35'14" E
L76	42.00	N 31°24'46" W
L77	49.00	S 31°24'46" E
L78	117.19	S 58°35'19" W
L79	49.00	N 31°24'46" W
L80	49.00	N 31°24'46" W
L81	95.00	S 58°35'14" W
L82	55.81	S 31°24'46" E
L83	42.00	N 31°24'46" W
L84	95.00	S 58°35'14" W
L85	42.00	S 31°24'46" E
L86	24.47	N 31°24'46" W
L87	20.48	N 1°25'03" W
L88	95.00	S 88°34'57" W
L89	14.18	S 1°25'03" E
L90	18.17	S 31°24'46" E
L91	42.00	N 1°25'03" W
L92	95.00	S 88°34'57" W
L93	42.00	S 1°25'03" E
L94	42.00	N 1°25'03" W
L95	95.00	S 88°34'57" W
L96	42.00	S 1°25'03" E
L97	42.00	N 1°25'03" W
L98	95.00	S 88°34'57" W
L99	42.00	S 1°25'03" E
L100	42.00	N 1°25'03" W
L101	95.00	S 88°34'57" W
L102	42.00	S 1°25'03" E
L103	32.48	N 1°25'03" W
L104	68.32	S 89°52'14" E
L105	56.63	S 1°25'03" E
L106	35.14	N 21°31'46" W

LINE TABLE

LINE #	LENGTH	DIRECTION
L107	46.76	N 1°25'03" W
L108	67.27	S 89°52'14" E
L109	30.05	S 21°31'46" E
L110	95.00	N 68°28'14" E
L111	42.00	S 21°31'46" E
L112	95.00	N 68°28'14" E
L113	42.00	N 21°31'46" W
L114	42.00	S 21°31'46" E
L115	95.00	N 68°28'14" E
L116	42.00	N 21°31'46" W
L117	42.00	S 21°31'46" E
L118	95.00	N 68°28'14" E
L119	42.00	N 21°31'46" W
L120	38.49	S 21°31'46" E
L121	6.58	S 19°19'56" E
L122	95.00	N 70°40'04" E
L123	36.67	N 21°31'46" W
L124	53.24	S 19°19'56" E
L125	95.93	N 78°40'03" E
L126	39.89	N 19°19'56" W
L127	9.06	S 19°19'56" E
L128	37.84	S 2°27'20" E
L129	41.35	N 2°27'20" W
L130	10.84	N 19°19'56" W
L131	4.86	S 21°31'46" E
L133	108.02	N 1°25'30" W
L134	3.98	S 1°25'03" E
L135	4.76	N 19°19'56" W
L136	13.79	S 58°35'19" W
L138	21.31	S 37°27'41" W
L139	86.98	S 0°08'20" E
L140	49.00	S 89°52'14" E
L141	91.84	N 0°08'20" W
L142	42.22	S 89°52'14" E
L143	54.10	S 89°52'14" E
L144	105.03	S 21°31'46" E
L145	10.00	N 89°52'14" W
L200	37.00	S 2°27'20" E
L201	69.43	S 19°19'56" E
L202	195.09	S 21°31'46" E
L203	145.59	S 89°52'14" E
L204	220.97	N 1°25'03" W
L205	115.47	N 31°24'46" W

Concept Plat Impervious Areas & LID Analysis

Basin ID	Site Area (sf)	Total impervious area for LID (sf)	Required 1" LID volume based on impervious gross area (cf)
			LID required depth (ft)
			0.08
Total	274,864	157,688	13,141
Basin 1	274,864	157,688	13,141

1. Gross required 1" LID volume is for impervious area including streets, parking, sidewalks and buildings.

PRELIMINARY PLAT OPEN SPACE ANALYSIS

Total Area (sf)	274,864
15% of Total Area (sf)	41,230
Required Open Space (sf)	41,230
Private Open space Provided (sf)	31,187
Tract B Area (sf)	15,137
Provided Open Space Total (sf)	46,324

1. Open Space is active and passive recreation areas, landscape areas, and community gardens according to the Flagstaff Zoning Code 10-40.30.30.

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	10.19	74.00	7°53'25"
C2	11.61	74.00	8°59'11"
C3	13.70	59.00	13°18'11"
C4	12.67	59.00	12°18'01"
C5	38.79	59.00	37°40'15"
C6	12.77	59.00	12°24'07"
C7	13.70	59.00	13°18'11"
C8	20.50	59.00	19°54'19"
C9	38.72	59.00	37°36'01"
C10	35.05	59.00	34°02'30"
C11	9.96	128.50	4°26'35"
C12	40.43	128.50	18°01'32"
C13	16.88	128.50	7°31'35"
C14	81.59	487.50	9°35'23"
C15	37.43	71.50	29°59'43"
C16	41.54	26.00	91°32'50"
C17	31.01	26.00	68°20'28"
C18	96.35	487.50	11°19'25"
C19	14.44	487.50	1°41'50"
C20	5.01	17.00	16°52'36"
C21	32.96	59.00	32°00'43"
C26	39.82	487.50	4°40'50"
C200	13.40	45.50	16°52'36"
C201	65.01	54.50	68°20'28"
C202	87.08	54.50	91°32'50"
C203	52.35	100.00	29°59'43"

ROAD CENTERLINE

Line #/Curve #	Length	Bearing/Delta	Radius
L200	37.00	S2° 27' 19.71"E	
C200	13.40	16.88	45.50
L201	69.43	S19° 19' 55.82"E	
L202	195.09	S21° 31' 46.01"E	
C201	65.01	68.34	54.50
L203	145.59	S89° 52' 13.53"E	
C202	87.08	91.55	54.50
L204	220.97	N1° 25' 03.30"W	
C203	52.35	30.00	100.00
L205	115.47	N31° 24' 46.34"W	

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING
REGISTERED LAND SURVEYOR 48756 AARON D. BORLING, Signed 10/26/21, ARIZONA, U.S.A., Expires 12/31/23

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING
Registered Professional Engineer 33983 GUILLERMO E. CORTES, 10/26/21, Signed, ARIZONA, U.S.A.

C.O.F. Project #PZ 21-00154

FLAGSTAFF ARIZONA

MCMILLAN MESA VISTA PARCEL D33

TYPICAL SECTIONS & SETBACKS

JOB NO:	16103
DATE:	OCT 21
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	JEE, KMF
CHECKED:	KMF

Shephard Wesnitzer, Inc.
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928.773.0354
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REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation.
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Dial 8–1–1 or 1–800–STAKE–IT (782–5348)

DRAWING NO.
SS01
SHT NO. 4 OF 4

FILE: P:\2016\16103\DRAWINGS\PLATS\PRELIMINARY\16103–TYPICAL SECTIONS & SET BACKS.DWG JERIKSSON

MMV D3 Preliminary Plat Approval Request

City Council | April 19, 2022

Tiffany Antol, AICP | Senior Planner

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Request Overview

- Request from MMV Devco, LLC for preliminary plat approval
- Single family subdivision with 41 single-family home lots on 6.31 acres in the Medium Density Residential (MR) Zone within the Resource Protection Overlay (RPO).
- The Inter-Division Staff team approved the Preliminary Plat on February 4, 2021.

Vicinity Map

North: Congregate Care Facility, CC zone, Medical Offices, RD zone

South: Open Space, POS zone

West: Charter School, RD zone

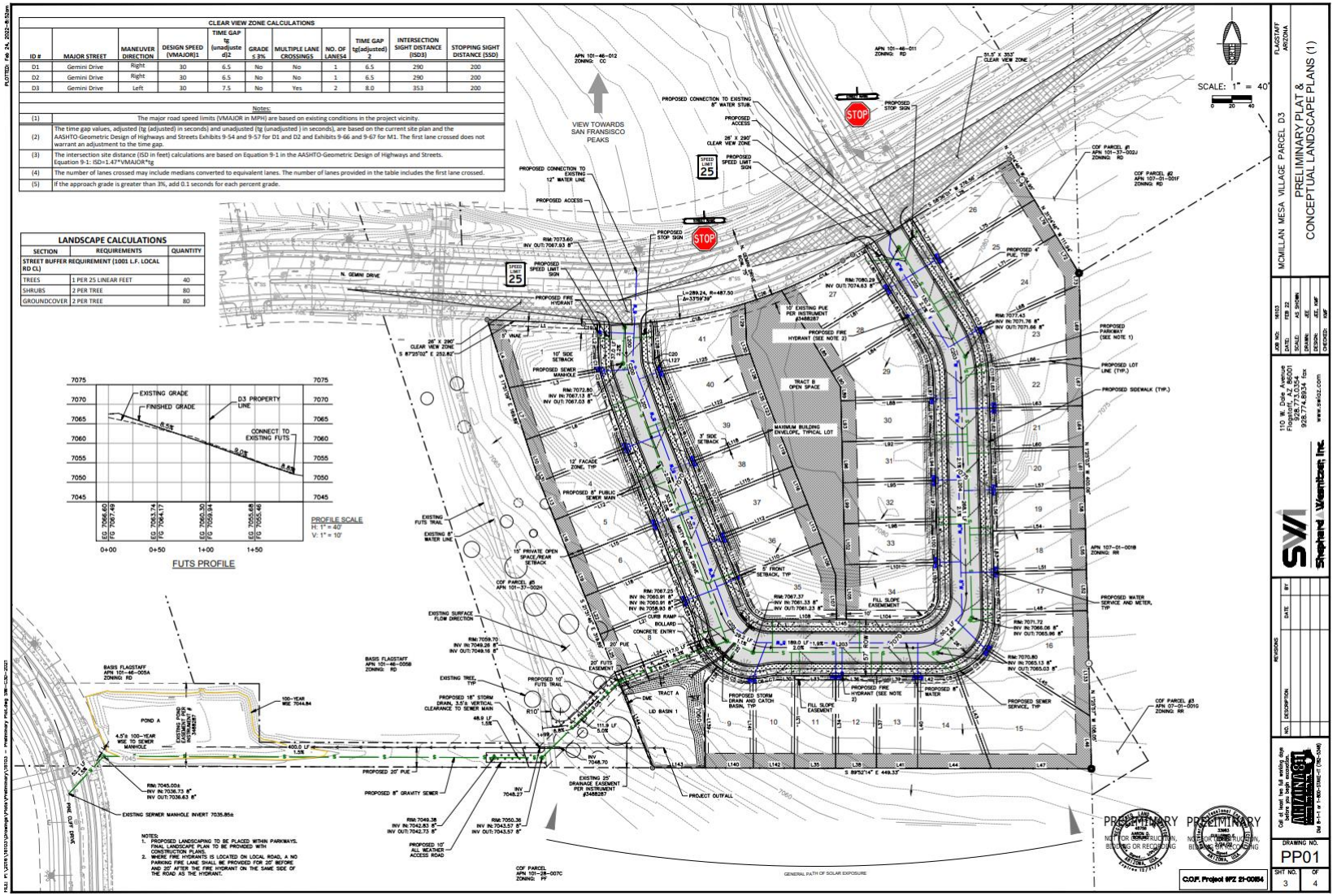
East: Open Space, POS zone



MMV D3- Background

- In 2016, the subject property was rezoned from Research and Development to Medium Density Residential and the McMillan Mesa Village Specific Plan was amended to support a single-family residential subdivision.

MMV D3 Preliminary Plat



Required Finding #1: Zoning Code (Title 10)

Meets Medium Density Residential (MR) Zone Standards

- Density
  - Gross 6.5 units/acre and Net 8.25 units per/acre is within the MR range of 6 minimum and 9 maximum.
- Lot design
  - Planned Residential Development option taken to allow lots less than 6,000 square feet
- Lot sizes
  - Smaller lot sizes proposed to meet minimum density standards of the zone
- Setbacks
  - Alternative setbacks are proposed to conform with smaller lot sizes

Zoning Code allows City Council to approve alternate lot sizes and setbacks on a final plat

Required Finding #1: Zoning Code (Title 10)

Meets other relevant standards

- Historic/Cultural Resources
  - Cultural Resource clearance required prior to Final Plat
- Parks, Open Space, Pedestrian, Bicycle Facilities
  - Site is within close proximity to Buffalo Park, Ponderosa Park and city-owned open space.
  - Specific bicycle and pedestrian facilities not provided but public access has been maintained to existing FUTS trail to the west of the subject site.

Required Finding #2: Engineering Standards (Title 13)

Meets Engineering Standards

- Public systems analysis conducted to confirm preliminary compliance with Engineering Standards
  - Compliance confirmed with Civil Engineering Plans (after Preliminary Plat approval)
- Access and Traffic
  - A Traffic Impact Analysis (TIA) was not required for this subdivision. A TIA was completed in conjunction with the rezoning that included this site.

Required Finding #2: Engineering Standards (Title 13)

Meets Engineering Standards

- Water and Wastewater
  - New looped water line required
  - Existing 8” sewer line – each lot to be provided with a tap
- Stormwater
  - Required improvements include on-site Low Impact Development (LID). Subdivision located within a larger regional detention planned area. A final drainage report will be reviewed with Final Plat.

Required Finding #3: Subdivisions Standards (Title 11)

Meets Subdivision and Land Split Regulations (Chapter 11-20)

- Preliminary Plat procedures, application requirements
- Minimum Required Subdivision Improvements
  - Identified in public systems analyses (previous slides)

Required Finding #3: Subdivisions Standards (Title 11)

Meets Subdivision and Land Split Regulations (Chapter 11-20)

- Subdivision Standards and Regulations
  - Lot Design
  - Street Design
  - Easement Design
  - Block Design

Findings and Recommendation

Required Findings

- **The City Council shall find the Preliminary Plat meets the requirements of City Code** Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications

Staff Recommendation

- **The Planning and Zoning Commission, based on the required findings, forwards this Preliminary Plat to the City Council with a recommendation for approval.**

13. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Neil Chapman, Forest Health Supervisor
Co-Submitter:	Stacey Brechler-Knaggs
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-17: A resolution approving a Master Participating Agreement between the U.S. Department of Agriculture, Forest Service, Coconino National Forest, and the City of Flagstaff for Watershed Protection

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-17 by title only
2) City Clerk reads Resolution No. 2022-17 by title only (if approved above)
3) Adopt Resolution No. 2022-17

Executive Summary:

The U.S. Department of Agriculture (USDA), Forest Service Coconino National Forest and City of Flagstaff desire to enter into an intergovernmental agreement for activities to proactively improve the health and resiliency of US Forest Service lands and watersheds for the mutual benefit of watershed protection, decreased risk from additional flooding and sedimentation, improved public safety, and reduced negative social and economic outcome from wildfires.

The purpose of this agreement is to document the cooperation between the parties to conduct all activities necessary for forest treatments to occur on National Forest System (NFS) lands.

The City and the U.S. Forest Service resources will be contributed toward implementation of jointly-developed and mutually-agreed to projects identified during Flagstaff Watershed Protection Project (FWPP) planning sessions.

City funds collected will be directed to the mutually agreed-upon projects in the specific area and project as discussed in annual planning sessions.

Financial Impact:

This Master Participating Agreement does not exchange any funds. Financial plans for the exchange of funds will be included in future Supplemental Project Agreements.

Policy Impact:

Allows wildfire risk reduction efforts to continue in priority areas around Flagstaff. In addition, facilitates our partnership with Coconino National Forest and other fire management organizations.

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

Priority Based Budget Key Community Priorities and Objectives
High Performing Governance**:** Implement innovative local government programs
Safe and Healthy Community**:** Ensure built environment is safe through the use of consistent standards, rules and regulations, & land use practices
Environmental Stewardship**:** Promote, protect & enhance a healthy, sustainable environment & its natural resources
Environmental Stewardship**:** Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems

Carbon Neutrality Plan
Consolidating carbon stocks in fewer, larger trees reduces the risk of carbon loss from fire.
The pre-suppression forest structure provides the best target for maintaining sustainable carbon stocks and ecological function.
Implementing prescribed fire after mechanical thinning treatments supports the maintenance of the restored natural tree structure and pattern.

Regional Plan
Environmental Planning & Conservation – Vision for the Future: In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.
Policy E&C.3.3 – Invest in forest health and watershed protection measures.
Policy E&C.6.1 – Encourage public awareness that the region's ponderosa pine forest is a fire-dependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and processes.
Policy E&C.6.3 – Promote protection, conservation, and ecological restoration of the region's diverse ecosystem type and associated animals.
Policy E&C.6.6 – Support collaborative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.
Policy E&C.10.2 – Protect, conserve, and when possible, enhance and restore wildlife habitat on public land.

Has There Been Previous Council Decision on This:

Council has not discussed this agreement.

Council previously approved Master Participating Agreements with the Flagstaff Ranger District in 2012 and 2017.

This new agreement will replace the 2017 agreement.

Options and Alternatives:

1. Approve the IGA, permitting needed forest treatment work to proceed as planned.
2. Not Approve the IGA, recognizing that the planned work and the direct benefits to the community (reduced wildfire threat and improved ecosystem health and function) will likely not occur without direct City engagement, especially in a timely manner.

Background/History:

Severe and destructive wildfire is an annual and ever-present threat to our forests and the community. Areas that have undergone science based fuel reduction treatments are healthier, more fire adapted, and enhance public safety and infrastructure protection. We have cooperated with Coconino National Forest on many forest management projects related to wildfire risk reduction and post wildfire rehabilitation.

Key Considerations:

Completion of forest treatments within the FWPP footprint have proven highly effective in reducing occurrence and severity of wildfire and post-fire flood events.

Expanded Financial Considerations:

This agreement does not include a budget. Any exchange of funds will be outlined in future Supplemental Project Agreements.

Community Benefits and Considerations:

The Flagstaff community will experience improved forest management due to this agreement.

Approval of this Agreement, and the forest treatment work which will result, will protect adjacent neighborhoods, recreational opportunities, and wildlife habitat, while promoting forest health and long-term sustainability.

Community Involvement:

Inform: Following the success of the 2012 bond election, FFD has continued to work at keeping the community informed of what we are doing, and why.

Involve: Project outreach efforts will go directly to the Flagstaff community. FFD staff are available to the public to address any concerns.

Attachments: Res. 2022-17
IGA for FWPP with USFS

RESOLUTION NO. 2022-17

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF AGRICULTURE, UNITED STATES FOREST SERVICE, COCONINO NATIONAL FOREST AND THE CITY OF FLAGSTAFF FOR WATERSHED PROTECTION

RECITALS:

WHEREAS, the United States Department of Agriculture, United States Forest Service, Coconino National Forest, and City of Flagstaff desire to enter into an intergovernmental agreement for activities to proactively improve the health and resiliency of United States Forest Service lands and watersheds for the mutual benefit of watershed protection, decreased risk from additional flooding and sedimentation, improved public safety, and reduced negative social and economic outcome for wildfires; and

WHEREAS, the purpose of this agreement is to document the cooperation between the parties to conduct all activities necessary for forest treatments to occur on National Forest System lands; and

WHEREAS, the City and the United States Forest Service resources will be contributed toward implementation of jointly-developed and mutually-agreed to projects identified during Flagstaff Watershed Protection Project planning sessions; and

WHEREAS, City funds collected will be directed to the mutually agreed-upon projects in the specific area and project as discussed in annual planning sessions.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between the United States Department of Agriculture, United States Forest Service, Coconino National Forest and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 19th day of April 2022.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
IGA

FS Agreement No. 22-PA-11030400-043

Cooperator Agreement No. _____

MASTER PARTICIPATING AGREEMENT Between The CITY OF FLAGSTAFF And The USDA, FOREST SERVICE COCONINO NATIONAL FOREST

This MASTER PARTICIPATING AGREEMENT is hereby made and entered into by and between the City of Flagstaff, hereinafter referred to as "The City," and the United States Department of Agriculture (USDA), Forest Service, Coconino National Forest hereinafter referred to as the "U.S. Forest Service," under the authority: Wyden Amendment, Section 323(a) of the Department of Interior and Related Agencies Appropriations Act, 1999, as included in Pub.L. 105-277, Div. A., Section 101 (e), as amended by Pub.L. 109-54, Sec. 434, and the Omnibus Public Land Management Act, Pub.L. 111-11, Sec. 3001.

Background:
In November 2012 residents of Flagstaff overwhelmingly approved a $10 million bond to support forest restoration work within key watersheds on the Coconino National Forest and on State and City lands. The Flagstaff Watershed Protection Project, led by the City's Wildland Fire Management Program, is a unique effort where forest restoration work on U.S. Forest Service lands is being funded by a municipality.

Building on this shared interest and proven commitment, the U.S. Forest Service and The City agree to move forward all necessary activities to proactively improve the health and resiliency of U.S. Forest Service lands and watersheds for the mutual benefit of watershed protection, decreased risk from additional flooding and sedimentation, improved public safety, and reduced negative social and economic outcomes from wildfires.

Title: Flagstaff Watershed Protection Project Master Agreement

I. PURPOSE

The purpose of this agreement is to document the cooperation between the parties to conduct all activities necessary for forest treatments to occur on National Forest System (NFS) lands. The City and the U.S. Forest Service resources will be contributed toward implementation of jointly-developed and mutually-agreed to projects identified during Flagstaff Watershed Protection Project (FWPP) planning sessions. City funds collected will be directed to the mutually agreed-upon projects in the specific area and project as discussed in annual planning sessions.

These activities will occur in accordance with the following provisions and any incorporated Supplemental Project Agreement(s).

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

It is mutually beneficial to enter into this agreement to establish a framework for the development of individual Supplemental Project Agreements (SPAs) for the parties to work together on projects to accomplish their mutual goals.

To achieve the mutual benefits listed below, the parties agree to work together to:

A. Conduct forest thinning; debris disposal; prescribed fire treatments; tree planting; riparian vegetation improvements; stream, spring, and channel restoration; road decommissioning; road improvements;wildlife and heritage surveys; and other forest and watershed health treatments

B. Continue to meet as needed, but no less than annually to identify treatment zones and planned activities, plan target accomplishments, and discuss funding commitments in advance in accordance with Provision V.C. below;

C. Support the creation and continued refinement of assessments to determine which areas and treatments will have the greatest benefit for protecting the municipal water supplies and minimizing flood risk;

D. Coordinate with other partners to provide education as well as technical and financial incentives to facilitate forest and watershed treatments on non-federal lands within the Rio de Flag and Lake Mary Watersheds to complement the work conducted on NFS lands;

E. Engage other partners to leverage additional funding and support, as appropriate; and

F. Develop a shared communications and media campaign to increase public awareness and understanding of:

- The importance of forest health for municipal water supplies, flood control, and public safety;
- The environment and economic benefits of a proactive approach to restoring forest and watershed health; and
- project plans, status, accomplishments, effects, and "Lessons Learned" resulting from this shared effort.

The U.S. Forest Service administers more than 1.8 million acres of NFS lands in northern Arizona within the Coconino National Forest. Nearly all of these lands are within the watersheds that contribute to public water supplies and impact public safety and the economic vitality of the area. Management of the public lands for forest and watershed health is key to protecting The City from flooding and sedimentation, increasing public safety, and providing high quality water for municipal uses. In the Organic Administration

Act of 1897, a principal purpose for establishment of the Forest Reserves (predecessor to the National Forest System) was to "secure favorable conditions for water flows." The City serves high quality water via its Water Utility and promotes its efficient use to thousands of City residents and businesses, as well as millions of visitors each year. The City's Water Utility is funded by water rates, tap fees, and grants. In addition, The City funds a Wildland Fire Management organization within The City's Fire Department to manage City forested lands, contribute to the protection and management of those lands, and contribute to the fire and land management activities on federal and non-federal lands as appropriate and requested.

In consideration of the above premises, the parties agree as follows:

III. THE CITY OF FLAGSTAFF SHALL:

A. LEGAL AUTHORITY. The City shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

B. Present on the current status and accomplishments of FWPP to the City Council, Forest Supervisor, and public, as requested.

C. Contribute funds or resources, as available and necessary, for specific projects approved for cooperative implementation by the U.S. Forest Service, as mutually agreed and outlined in SPAs.

D. Meet no less than annually with The City to discuss cumulative and annual accomplishments, status of projects in progress, and future planned projects, to include selection of priority projects for the following year. Meeting discussions shall include any changes in scope, budget, goals, objectives, and schedule, as appropriate.

IV. THE U.S. FOREST SERVICE SHALL:

A. Meet no less than annually with The City to discuss cumulative and annual accomplishments, status of projects in progress, and future planned projects, to include selection of priority projects for the following year. Meeting discussions shall include any changes in scope, budget, goals, objectives, and schedule, as appropriate.

B. Present on the current status and accomplishments of FWPP to the City Council, Forest Supervisor, and public, as requested.

C. Recognize The City has sole responsibility and authority to approve use of City bond funds for any and all activities and expenditures related to this agreement, or any results SPAs.

D. Program Managers identified in future SPAs shall provide all necessary and requested documentation of expenditure of City bond funds in the detail and format required by The City for billing and audit purposes for each future SPA.

E. Contribute funds or resources, as available and necessary, for specific projects approved for cooperative implementation by the U.S. Forest Service, as mutually agreed and outlined in SPAs.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Neil Chapman, Forest Health Supervisor Address: 211 W. Aspen City, State, Zip: Flagstaff, AZ 86001 Telephone: 928-606-9840 Email: neil.chapman@flagstaffaz.gov	Name: Stacey Brechler-Knaggs, Grants & Contracts Manager Address: 211 W. Aspen City, State, Zip: Flagstaff, AZ 86001 Telephone: 928-213-2227 Email: sknaggs@flagstaffaz.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Mark Nabel Address: 4373 Lake Mary Road City, State, Zip: Flagstaff, AZ 86004 Telephone: 928-864-7417 Email: mark.nabel@usda.gov	Office of Grants and Agreements (OGA) Address: 333 Broadway Blvd SE City, State, Zip: Albuquerque, NM 87102

B. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.

C. SUPPLEMENTAL PROJECT AGREEMENTS (SPA). Nothing in this agreement obligates either party to offer or accept any project proposals under this agreement. Any projects added to this agreement must be by mutual consent of the parties through a specific SPA.

D. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or The City are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To The City, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

E. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or The City from participating in similar activities with other public or private agencies, organizations, and individuals.

F. ENDORSEMENT. Any The City contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of The City's products or activities.

G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for The City to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service Coconino National Forest to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service Coconino National Forest will notify the The City when permission is granted.

H. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. The City agree(s) that any of The City's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as The City has hereby willingly agreed to assume these responsibilities.

Further, The City shall provide any necessary training to The City's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The City shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

I. NON-FEDERAL STATUS FOR COOPERATOR LIABILITY. The City agree(s) that any of The City's employees and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), and The City hereby willingly agree(s) to assume these responsibilities.

The City agree(s) that, except as otherwise provided in this provision below, of The City's volunteers shall not be deemed to be Federal employees and shall not be subject to the provisions of law relating to Federal employment, including those relating to hours of work, rates of compensation, leave, unemployment compensation, and Federal employee benefits. When The City's volunteers are performing approved tasks identified under this agreement, the following applies:

1. For the purpose of the tort claim provisions of Title 28 of the United States Code, any of The City's volunteers shall be considered a federal employee.
2. For the purpose of subchapter I of Chapter 81 of Title 5 of the United States Code, relating to compensation to Federal employees for work injuries, The City's volunteers shall be deemed civil employees of the United States within the meaning of the term "employee" as defined in section 8101 of title 5, United States Code, and the provisions of that subchapter shall apply.
3. For the purposes of claims relating to damage to, or loss of, personal property of The City's volunteer incident to volunteer service, a volunteer shall be considered a Federal employee, and the provisions of 31 U.S.C 3721 shall apply.

Further, The City shall provide any necessary training and support to The City's employees, volunteers, and program participants, to ensure that such personnel are capable of performing tasks to be completed. The City shall also supervise and direct the work of its employees, volunteers, and program participants performing under this Agreement.

J. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

K. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with

disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

L. ELIGIBLE WORKERS. The City shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The City shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or SPA awarded under this agreement.

M. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

The City shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

The City shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

The City shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The City shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement. The City shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

4. Source Documentation

The City shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract documents. These documents must be made available to the U.S. Forest Service upon request.

N. INDIRECT COST RATES- PARTNERSHIP. Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

The City has shared with the Forest Service an Indirect Cost Rate Proposal (ICRP) identifying an indirect cost of 3.97% as of February 2022. As current ICRPs are developed and approved, The City shall share these with the Forest Service with current rates identified on future SPAs.

O. PROGRAM INCOME – PARTNERSHIP AGREEMENTS.

1. The City shall apply the standards set forth in this Provision to account for program income earned under the agreement.

2. If any program income is generated as a result of this agreement, the income must be applied using the deduction alternative. The deduction alternative means that program income must be deducted from total allowable costs to determine the net allowable costs, unless otherwise approved by the signatory official. Program income must be used for current costs unless the Federal agency authorizes otherwise. Program income which The City did not anticipate at the time of the award must be used to reduce the Federal agency and The City's contributions rather than to increase the funds committed to the project.

3. Unless the terms and conditions of the agreement provide otherwise, The City shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.

4. Costs incident to the generation of program income may be deducted from gross income to determine program income; provided these costs have not been charged to the agreement, and they comply with the Cost Principles, if applicable.

5. Unless the terms and conditions of the agreement provide otherwise, The City shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an agreement. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

P. AGREEMENT CLOSE-OUT. Within 120 days after expiration or notice of termination the parties shall close out the agreement.

Any unobligated balance of cash advanced to The City must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by The City.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

Q. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports are not required under this Master Agreement. Project Performance Reports will be required under future SPAs. Project Performance Reports and the frequency of such reports will be defined in the terms and conditions of future SPAs.

The City shall submit [designated in the SPA(s)] performance reports to the U.S. Forest Service Program Manager. These reports are due [designated in the SPA(s)] days after the reporting period. The final performance report must be submitted either with The City's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

R. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The City shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The City shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights if access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

S. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

T. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

U. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The City is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

"Coconino National Forest, timber and fire/fuels programs of the U.S. Forest Service, U.S. Department of Agriculture"

The City may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The City is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

V. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of The City's purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over one year.

W. PROPERTY IMPROVEMENTS. Improvements placed by The City on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes the property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as other National Forest improvements of similar nature. No part of this agreement entitles The City to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.

X. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following The City's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). The City shall maintain cost and price analysis documentation for potential U.S Forest Service review. The City is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

Y. GOVERNMENT-FURNISHED PROPERTY. The City may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this

agreement. The City shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Cooperator Liability for Government Property.

1. Unless otherwise provided for in the agreement, The City shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
    a. The risk is covered by insurance or The City is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
    b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of The City's managerial personnel. The City's managerial personnel, in this clause, means The City's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of The City's business; all or substantially all of The City's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. The City shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The City shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
3. The City shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the Grants Management Specialist, The City shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

Z. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute, regulations and forest plans.

AA. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The City shall acknowledge U.S.

Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

BB. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS. Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and U.S. Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with U.S. Forest Service Manual 2358 and U.S. Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the U.S. Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the U.S. Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

CC. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The City shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

DD. REMEDIES FOR COMPLIANCE RELATED ISSUES. If The City materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the The City or more severe enforcement action by the U.S. Forest Service;

2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the current agreement for The City's program;

4. Withhold further awards for the program, or

5. Take other remedies that may be legally available, including debarment procedures under 2 CFR Part 417.

EE. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and The City agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

2. By 30 days written notification by The City to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Services decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, The City shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to The City for the U.S. Forest Service share that cannot be cancelled and were properly incurred by The City up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

FF. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

GG. DEBARMENT AND SUSPENSION. The City shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should The City or any of their principals receive a transmittal letter or other official Federal notice of

debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

HH. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

II. COPYRIGHTING. The City is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement. However, the cooperator shall not sell, or grant copyrights to a third-party designee who intends to sell the document as a profit making venture.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

- The copyright in any work developed by The City under this agreement.
- Any right of copyright to which The City purchase(s) ownership with any federal contributions.

JJ. PUBLICATION SALE. The City may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal Government contributions from the total costs of the project.

KK. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

LL. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through five (5) years at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

MM. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

PAUL DEASY, Mayor — Date
City of Flagstaff

LAURA JO WEST, Forest Supervisor — Date
U.S. Forest Service, Coconino National Forest

The authority and format of this agreement have been reviewed and approved for signature.

MONICA L. MARTINEZ Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

13. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Brandi Suda, Interim Human Resources Director

Co-Submitter: Jeanie Gallagher, Contract Human Resource Director

Co-Submitter: Greg Clifton

Date: 04/11/2022

Meeting Date: 04/19/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-10: An ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code, Chapter 1-14, *Personnel System*, by amending the Employee Handbook of Regulations relating to Alternative Work Schedules; providing for penalties; repeal of conflicting ordinances; severability; and establishing an effective date

STAFF RECOMMENDED ACTION:

At the April 19, 2022 Council Meeting:
1) Read Ordinance No. 2022-10 by title only for the first time
2) City Clerk reads Ordinance No. 2022-10 by title only (if approved above)
At the May 3, 2022 Council Meeting:
3) Read Ordinance No. 2022-10 by title only for the final time
4) City Clerk reads Ordinance No. 2022-10 by title only (if approved above)
5) Adopt Ordinance No. 2022-10

Executive Summary:

At the onset of the pandemic, many of the City facilities were temporarily closed and the City sent as many employees as possible home to work to help keep our employees and community safe and to ensure continuity of City operations. As we moved to partial reopening, some employees continued to work all or most of their time virtually, some worked a hybrid of partial remote and partial on-site, and some returned fully to on-site work.

The current Alternative Work Schedule policy was adopted in 2010 to assist with staff retention through work and life balance with occasional telework in mind. This policy addressed flex time, compressed work week, staggered shifts, and telecommuting options for employees. Now that we are moving to Phase 4 of the Re-entry Plan, our goal is to encourage and support more flexible work scheduling, including telework. However, we have come to realize that our current Alternative Work Schedule policy is not only out of date but also lacks sufficient administrative guidelines for broad application. In addition, as the City continues to adapt to a new hybrid work environment, the City needs the ability to quickly adapt its policies accordingly.

The proposed amendment to the Employee Handbook continues to reflect the City's intent to continue to support flexible scheduling, including telework for positions where it is feasible, but removes the administrative details with the intent of moving them to a City Manager Directive. While much of the current Alternative Work Schedule policy will be maintained, a City Manager Directive allows for the City to be flexible and nimble to make administrative changes to the Directive as we identify items that need to be updated through our learned experiences and as the City determines what new hybrid work environment is going to work best for our community and our employees. At the direction of Council, we would bring an updated ordinance back to Council for adoption into the Employee Handbook once leadership has had an opportunity to address concerns and modify the policy to best support our employees and community.

Financial Impact:

None.

Policy Impact:

This is an update to the Employee Handbook of Regulations, Article 1-20-053.

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

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance

- Become an employer of choice and provide employees with the necessary tools, training, and support

Carbon Neutrality Plan

CNP-1 Reduces greenhouse emissions from City operations.
CNP-2 Leads to reduced greenhouse gas emissions in the community

Has There Been Previous Council Decision on This:

Article 1-20-053, Alternative Work Schedule, in the Employee Handbook, was originally adopted on June 8, 2010 with Ordinance No. 2010-10.

Options and Alternatives:

Option 1: Adopt as presented.
Option 2: Decline and leave Article 1-20-053 as is.

Attachments: Ord. 2022-10

ORDINANCE NO. 2022-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, *PERSONNEL SYSTEM* BY AMENDING THE EMPLOYEE HANDBOOK OF REGULATIONS RELATING TO ALTERNATIVE WORK SCHEDULES; PROVIDING FOR PENALTIES; REPEAL OF CONFLICTING ORDINANCES; SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has authority to approve this Addendum 27 of the Flagstaff Employee Handbook of Regulations pursuant to the Flagstaff City Charter, Article IV.

ENACTMENTS:

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

Section 1: In General

The Flagstaff City Code, Chapter 1-14 *Personnel System* is amended by adopting amendments (Addendum 27) to the Employee Handbook of Regulations ("Handbook").

The Handbook, Section 1-20-053, *Alternative Work Schedule,* is hereby amended as shown below (additions are underlined and in caps, deletions are stricken):

1-20-053. ~~ALTERNATIVE~~ FLEXIBLE WORK SCHEDULE

The City of Flagstaff ~~Alternative~~ FLEXIBLE Work Schedule policy assists with staff retention through work and life balance. ~~Alternative~~ FLEXIBLE WORK scheduling, INCLUDING TELEWORK, is available FOR SOME POSITION CLASSIFICATIONS to assist employees in meeting their personal work performance goals and personal needs. ~~Alternative~~ FLEXIBLE work scheduling is an opportunity to maintain employee productivity through various forms of work scheduling.

~~All City of Flagstaff benefit eligible employees, with good standing performance, may be considered for an Alternative Work Schedule.~~ Each employee's request FOR A FLEXIBLE WORK SCHEDULE will be evaluated on a case-by-case basis. Approved ~~alternative~~ FLEXIBLE work schedules will support work and personal goals, provide coverage for individual division operations, and serve the City of Flagstaff organization and community at no detriment to quality output and service. PLEASE REFER TO THE CITY MANAGER'S DIRECTIVE FOR ADMINISTRATIVE GUIDELINES.

~~A. FLEX TIME~~

~~Each facility has established core hours of operations. For example, core hours for City Hall are Monday through Friday from 8:00 A.M. to 5:00 P.M. during the winter and 7:00 A.M. to 4:00 P.M.~~

~~during the summer. If an employee wants a schedule that deviates from the core hours of that employee's facility, it would be considered a flex time schedule.~~

~~B. COMPRESSED WORK WEEK~~

~~A compressed work week is when an employee works the same total number of hours in a compressed number of days. Options for compressed work weeks:~~

~~1. FOUR TEN HOUR DAYS~~

~~This schedule consists of a four-day work week. The employee works four days a week for ten (10) hours per day. The four (4) days need not be consecutive.~~

~~2. FOUR NINE HOUR DAYS AND ONE FOUR HOUR DAY~~

~~This schedule consists of a five-day work week. The employee works for nine (9) hours per day for four (4) days and the remaining four (4) hours on the fifth day.~~

~~3. 9-80 SCHEDULE (ONLY FOR EXEMPT EMPLOYEES OR EMPLOYEES COVERED UNDER FLSA SECTION 7(K)~~

~~This schedule consists of one week working four days at nine (9) hour days (36-hour week) and one week working five days at four (4) nine (9) hour days and one (1) eight (8) hour day (44-hour week) for a total of 80 hours in the two (2) week pay period.~~

~~The Fair Labor Standard Act (FLSA) requires non-exempt employees to be compensated overtime for any hours worked in excess of forty (40) per week, unless the employee is covered under section 7(K) of the FLSA, 29 U.S.C. Section 207 (k). Thus, a 9-80 work schedule will not be approved for non-exempt employees not covered under FLSA Section 207 (k).~~

~~C. STAGGERED SHIFTS~~

~~This schedule will stagger two or more employee shifts to make sure the division has coverage during all the operating times. For example, the facility is open Monday through Friday 7:00 A.M. to 6:00 P.M. and employee number 1 works Monday through Friday 7:00 A.M. to 4:00 P.M. while employee number 2 works Monday through Friday 9:00 A.M to 6:00 P.M. to make sure the office is covered at all times.~~

~~D. TELECOMMUTING~~

~~A. A telecommuting schedule consists of some work time being spent at home or a virtual office.~~

~~B. The employee is expected to follow all applicable City of Flagstaff policies, procedures and directives. The obligations, responsibilities, terms and conditions of employment remain unchanged.~~

~~C. In order to work at home or a virtual office the employee must ensure a safe and confidential environment in which to work.~~

a. The employee must ensure that his/her environment has the proper lighting for them to be productive.

b. The employee must meet business guests at the City of Flagstaff, or other public, facilities.

c. If the employee's internet access is on a public wireless network for email, the employee must ensure the private computer option is not selected.

d. The employee must secure any data in physical form i.e. CDS, paper documents, etc.

D. The employee must have all the equipment and supplies needed to be productive at his/her home or virtual office.

a. The home has ergonomic furniture to maintain a safe work environment.

b. The work environment is limited from personal distractions.

c. The employee ensures that any City of Flagstaff equipment is not used for personal use, other than infrequent use. Other individuals shall not be permitted to use the City of Flagstaff equipment.

d. Telecommuting should not be used in lieu of dependent care.

5. The employee and the Supervisor need to have a written agreement on the working hours when the employee is not physically in the office.

a. There needs to be the ability to communicate between the employees who are onsite and the employees telecommuting during the core working hours of the division.

b. The Supervisor needs to refrain from delegating more tasks to the employees on-site than the employees telecommuting.

6. Non-exempt employees cannot work any overtime hours unless prior approval is made from his/her Supervisor.

E. PROCESS

1. Alternative work schedules shall be determined on a case-by-case basis and the final decision rests with the Supervisor, Section Head, Division Director, and Human Resources. The Supervisor or employee may rescind an alternative work schedule at any time. All such arrangements are voluntary on the part of the employee (unless written into the job description) and require supervisor approval. An alternative work schedule is a privilege not an added benefit.

2. The employee shall continue to attend all on-site meetings even when on an approved alternative work schedule.

3. The supervisor will notify the employee at least two (2) weeks before any change is to occur unless the change is due to an emergency determined by the division. If there are unforeseeable circumstances and the employee is requested to change his/her alternative work schedule to provide temporary assistance, the Supervisor will provide as much notice of the change as possible under the circumstances.

4. Work schedule changes cannot be designed to avoid the overtime requirements of FLSA. Keep in mind that flexing time through the week to stay within that 40-hour work week (Sunday 12:01 A.M. to Saturday at midnight) is acceptable, i.e. working 10 hours on Wednesday so leaving 2 hours on Friday is appropriate while working 10 hours on Wednesday and leaving 2 hours early the *following* Monday would not be permitted under the FLSA.

5. The Supervisor may create and utilize an alternative work schedule for the entire program, section, or division with the appropriate approval. All employees within the work program, section, or division will follow the same schedule or may be permitted to utilize other areas within the City as a work station.

   The Supervisor should notify Human Resources of the name of the program, section, or division using an alternate schedule and the start and end date, if applicable. This will ensure that Human Resources can communicate the schedules properly.

6. In order to have an alternative work schedule the employee must fill out the Alternate Work Schedule Request form requesting the schedule and have it approved by his/her Supervisor, Section Head, Division Director, and Human Resources. The employee's alternate work schedule shall be re-evaluated every year at the time of the employee's annual evaluation to ensure the schedule is still appropriate and another form will need to be submitted.

   The Division Director may grant an alternate work schedule due to unforeseen circumstances (i.e. pandemic flue, office closure, etc.) for not more than twelve (12) weeks per calendar year.

7. Lunch periods shall be scheduled for all employees, unless they waive their lunch time on the Alternative Work Schedule Request form. The lunch period will ordinarily last up to an hour unless mutually agreed upon by the employee and his/her Supervisor, Section Head, Division Director, and Human Resources.

8. The Supervisor, Section Head, and Division Director may consider the following factors when reviewing an alternative work schedule request submitted by an employee.

   a. Service to the customers, internal and external, will not be adversely affected.

   b. Staff will continue to provide complete coverage to the public based on core hours.

   c. The employee will maintain or improve the quantity, quality, and timeliness of work.

~~d. Proper supervision will continue to be maintained.~~

~~e. No additional staff will be needed.~~

~~f. The new schedule will not generate overtime for the division.~~

~~g. Any other program, section, or division appropriate factors important when reviewing an alternate work schedule request.~~

~~9. The Supervisor, Section Head, and Division Director retain the discretion to deny a request for an alternative work schedule for any reason.~~

~~10. In the event of two or more employees requesting the same alternate work schedule, where it could create a conflict for the division, length of service, job duties and performance may be used to resolve conflicts.~~

~~11. Once an alternate work schedule has been approved, the employee shall update voice mail and email messages in an effort to notify all of the employee's internal and external customers of the change in schedule. The employee may utilize the out of office reply on the days they are not working in the office.~~

~~12. Holiday pay will not be affected by an employee's alternative work schedule as it will remain the same according to the Employee Handbook section 1-50-010- B.~~

~~a. "If the holiday falls on an employee's regularly scheduled day off and the employee does not work, they will accrue the equivalent of one (1) working day [a working day shall be considered as equal to .38461 percent of the number of working or duty hours in the established work year for each employee] as holiday time."~~

~~b. "If the holiday falls on their regularly scheduled work day and the employee does not work, they will receive regular wages for the holiday taken." The regular wages would be equivalent of one (1) working day, therefore if they are working ten (10) hour days then the employee would need to find the two (2) additional hours somewhere else in the week i.e. they could work an additional two (2) hours on the three other days of the week or they could use paid time off for two (2) hours to equal ten (10) hours for that day.~~

SECTION 2: Penalties

Any person found in violation of any provision of the Handbook may be subject to discipline, as set forth in such Handbook and Flagstaff City Code Section 1-14-001-0001, *Personnel System Adopted.*

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of May, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

13. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	04/11/2022
Meeting Date:	04/19/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-18: A resolution of the City Council of the City of Flagstaff, Arizona, calling a Primary Election to be held on August 2, 2022 for the purpose of nominating two mayor candidates for the General Election

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-18 by title only
2) City Clerk reads Resolution No. 2022-18 by title only (if approved above)
3) Adopt Resolution No. 2022-18

Executive Summary:

The Flagstaff City Charter provides that Primary Elections shall be held for the purpose of nominating candidates for the General Election when more than two candidates file nominating petitions for a vacancy in office. The two candidates receiving the highest number of votes at the Primary Election for each office for which there is a vacancy will be considered nominated for such office, and their names shall be printed on the ballot for the General Election. Four mayor candidates have qualified to be considered for nomination at the Primary Election. Only two councilmember candidates have qualified for the ballot which means they will not be considered at the Primary Election.

Financial Impact:

The City contracts with the Coconino County Elections Department to conduct the election. The cost is $2.00 per registered voter. Appropriate funding has been budgeted for in the FY22-23 budget.

Policy Impact:

None.

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

Priority Based Budget Key Community Priorities and Objectives

Inclusive & Engaged Community:

- Foster community pride and civic engagement
- Enhance community outreach and engagement opportunities

Has There Been Previous Council Decision on This:

None

Attachments: Res. 2022-18

RESOLUTION NO. 2022-18

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, CALLING A PRIMARY ELECTION TO BE HELD ON AUGUST 2, 2022, FOR THE PURPOSE OF NOMINATING TWO MAYOR CANDIDATES FOR THE GENERAL ELECTION

RECITALS:

WHEREAS, the Flagstaff City Charter provides that Primary Elections shall be held for the purpose of nominating candidates for the General Election when more than two candidates file nominating petitions for a vacancy in office; and

WHEREAS, the two candidates receiving the highest number of votes at the Primary Election for each office for which there is a vacancy will be considered nominated for such office, and their names shall be printed on the ballot for the General Election; and

WHEREAS, not enough councilmember candidates have qualified to necessitate nomination at the Primary Election; and

WHEREAS, four mayor candidates have qualified to be considered for nomination at the Primary Election.

ENACTMENTS:

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

SECTION 1: That the City Council hereby calls a Primary Election of the City to be held on August 2, 2022, for the purpose of nominating two mayor candidates for the General Election.

SECTION 2: The City Council hereby:

(A) establishes the election precincts for the Primary Election as those with the same boundaries as the election precincts as provided in Section 16-411, Arizona Revised Statutes, as amended, except as otherwise provided hereby;

(B) designates each polling place in each precinct as so designated for such precinct;

(C) approves the consolidation of any precincts as determined to be necessary by the Clerk of the City and by such indication deems such consolidation as necessary for purposes of the Election; and

(D) finds that when no suitable polling place is available within a designated precinct, a suitable polling place in an adjacent precinct may be used.

SECTION 3: That

(A) the Clerk of the City is hereby authorized and directed to coordinate with the County to have printed and, if appropriate, delivered to the election officers at said polling places, to be by them furnished to the qualified electors of the City offering to vote at the Election, the appropriate version of the Official Ballot.

(B) in order to comply with the Voting Rights Act of 1965, as amended, the following items pertaining to the Election shall be translated into Spanish as required, to-wit: Official Ballot, early voting materials, and instructions at the polling places.

SECTION 4: That

(A) the Election shall be held, conducted and canvassed in conformity with the provisions of the general election laws of the State of Arizona, except as otherwise provided by law, and only such persons shall be permitted to vote at the Election who are qualified electors of the City.

(B) early voting shall be permitted in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes, as amended.

(C) the Clerk of the City is authorized and directed, if necessary, to enter into a contract with the County Recorder of the County, to obtain precinct registers for the Election and, if necessary, to enter into an agreement with the Elections Department of the County to conduct the Election for the City.

(D) all expenditures as may be necessary to order, notice, hold and administer the Election are hereby authorized, which expenditures shall be paid from current operating funds of the City.

(E) the Clerk of the City is hereby further authorized to take all other necessary action to facilitate the Election.

SECTION 5: That

(A) the Election shall be canvassed and the results thereof certified by the City Council within twenty (20) days of the Election, as provided by law.

(B) the City Council shall file and record in the office of the County Recorder of the County a certificate disclosing with respect to the Election the purpose of the Election, the total number of votes cast and the total number of votes for each candidate.

(C) the two candidates receiving the highest number of votes at the Primary Election for each office for which there is a vacancy will be considered nominated for such office, and their names shall be printed on the ballot for the General Election.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 19th day of April, 2022.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY