

CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
MAY 3, 2022

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

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

*****PUBLIC COMMENT*****

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

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

VIRTUAL PUBLIC COMMENT WAITING ROOM

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

1. **CALL TO ORDER**

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. **ROLL CALL**

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

MAYOR DEASY
VICE MAYOR 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. **PUBLIC PARTICIPATION**

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

5. **CITY COUNCIL APPOINTMENT**

A. **Consideration of Appointment of Councilmember**

STAFF RECOMMENDED ACTION:

Appoint a Councilmember for a term expiring December 20, 2022.

B. **Swearing In of New Councilmember**

6. **PROCLAMATIONS AND RECOGNITIONS**

A. **Proclamation:** Mental Health Awareness Month

B. **Proclamation:** Asian American and Pacific Islander Heritage Month

C. **Proclamation:** Building Safety Month

D. **Proclamation:** National Nurses Week

E. **Proclamation:** Teacher Appreciation Week

F. **Proclamation:** Bike Month

7. **COUNCIL LIAISON REPORTS**

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:** Beautification and Public Art Commission.

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring June 2025.

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

STAFF RECOMMENDED ACTION:

Make one appointments to a term expiring October 2022.

9. **CONSENT ITEMS**

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

- A. **Consideration and Approval of Contract:** Legends Entertainment District Marketing Agreement for advertising in downtown Phoenix on an electronic billboard, for a two year term at cost of \$78,000 per year.

STAFF RECOMMENDED ACTION:

Approve the Contract with the Legends District.

- B. **Consideration and Approval of Grant Agreements:** Arizona Office of Tourism Visit Arizona Initiative Grants: 1) Marketing Grant in the amount of \$147,500.00; and 2) Marketing Regional Partnership Grant in the amount of \$192,500.00

STAFF RECOMMENDED ACTION:

Approve the two agreements with the Arizona Office of Tourism Visit Arizona Initiative:

1. Marketing Grant Agreement; and
2. Marketing Regional Partnership Grant Agreement

- C. **Consideration and Approval of Contract:** Cooperative Purchase Contract with vCORE Technology Partners, LLC in the amount of \$58,491.73, plus applicable taxes, for VMWare software licensing and migration support.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with vCORE Technology Partners, LLC in the amount of \$58,491.73, plus applicable taxes, for the purchase of VMWare software licensing and migration support; and
2. Authorize the City Manager to execute the necessary documents.

- D. **Consideration and Approval of Letter of Support:** Lowell Observatory Astronomy Discovery Center

STAFF RECOMMENDED ACTION:

Approve the letter of support

- E. **Consideration and Approval of Letter of Support:** Museum Fire flooding congressionally directed spending request

STAFF RECOMMENDED ACTION:

Approve the letter of support.

10. **ROUTINE ITEMS**

- A. **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:

- 1) Read Ordinance No. 2022-10 by title only for the final time
- 2) City Clerk reads Ordinance No. 2022-10 by title only (if approved above)
- 3) Adopt Ordinance No. 2022-10

- B. **Consideration and Approval of Preliminary Plat:** TLC PC Land Investors, LLC requests Preliminary Plat for Ghost Tree at Pine Canyon (PZ-21-00155-03) located at 3201 South Clubhouse Circle, a 12-unit single-family home subdivision on 7.87 acres in the Single-Family Residential (R1) Zone.

STAFF RECOMMENDED ACTION:

Approve the Preliminary Plat in accordance with the findings presented in this report and the Planning and Zoning Commission recommendation of approval (6-0 vote in favor on April 27, 2022).

11. **REGULAR AGENDA**

- A. **Consideration and Adoption of Resolution No. 2022-19:** A resolution of the Flagstaff City Council, adopting the Arizona State Retirement System Supplementary Salary Deferral Plan

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2022-19 by title only
- 2) City Clerk reads Resolution No. 2022-19 by title only (if approved above)
- 3) Adopt Resolution No.2022-19

- B. **Consideration and Adoption of Resolution No. 2022-20:** A resolution approving Binding Waivers of Enforcement for twenty-nine parcels of land located in the City of Flagstaff.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2022-20 by title only
- 2) City Clerk reads Resolution No. 2022-20 by title only (if approved above)
- 3) Adopt Resolution No. 2022-20

- C. **Consideration and Approval of Lease Amendments:** Flagstaff Airport Rental Car Concessions, IFB 2011-09A: Amendment to leases with Avis Budget Car Rental LLC, Alamo Rental Car/National Car Rental, The Hertz Corporation, and Enterprise Rent-A-Car companies. (Amendment to current leases with car companies for a one-year extension)

STAFF RECOMMENDED ACTION:

1. Approve the amendments to the current leases agreement for a lease renewal for one (1) year between the City of Flagstaff and Avis Budget Car Rental LLC, Alamo Rental Car/National Car Rental, The Hertz Corporation, and Enterprise Rent-A-Car Companies.
2. Authorize the City Manager to execute all necessary documents.

- 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

12. **DISCUSSION ITEMS**

- A. **Proposed Framework for Residential Solar and Electric Bike Rebates**

This is an informational discussion only.

13. **PUBLIC PARTICIPATION**

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

15. **ADJOURNMENT**

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2022.

Stacy Saltzburg, MMC, City Clerk

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 04/29/2022
Meeting Date: 05/03/2022



TITLE:

Consideration of Appointment of Councilmember

STAFF RECOMMENDED ACTION:

Appoint a Councilmember for a term expiring December 20, 2022.

Executive Summary:

On April 4, 2022, Vice Mayor Becky Daggett submitted a letter of resignation effective April 4, 2022. The Council accepted the resignation on April 5, 2022, at which time the process for filling the vacancy was established.

Applications to fill the vacant Council seat were accepted until 5:00 p.m. on Wednesday, April 20, 2022; fourteen applications were received. At the Special Work Session of April 25, 2022, each applicant made a five-minute public presentation regarding their interest in serving on the Flagstaff City Council. Council reduced the number of candidates being considered for the vacancy to six (Al White, Alethea Karlin, Joe Washington, Khara House, McKenzie Jones, and Samantha Stone). Each of these candidates was interviewed at the Special Work Session on April 28, 2022.

The Council now has the opportunity to make an appointment to fill the vacancy.

Financial Impact:

None

Policy Impact:

None

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

The appointed Councilmember will serve in connection with all community priorities, objectives, goals, and plans.

Previous Council Decision on This:

None

Attachments: [Al White Application Materials](#)

[Alethea Karlin Application Materials](#)

[Joe Washington Application Materials](#)

[Khara House Application Materials](#)

[McKenzie Jones Application Materials](#)

[Samantha Stone Application Materials](#)

IMPORTANT NOTICE: *The City Council may consider applicant qualifications for the Council vacancy in executive sessions which are closed to the public, and then make the appointment in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.*

**CITY OF FLAGSTAFF
APPLICATION TO SERVE ON THE CITY COUNCIL**

RETURN TO: CITY CLERK VIA EMAIL AT STACY.SALTZBURG@FLAGSTAFFAZ.GOV

PLEASE NOTE THAT THIS INFORMATION IS PUBLIC INFORMATION
(APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR)

DATE: 4.9.2022

YOUR NAME: Al White

HOME ADDRESS: [REDACTED]

ZIP: [REDACTED]

EMPLOYER: N/A

JOB TITLE: Retired

E-MAIL: [REDACTED]

CELL: [REDACTED]

HOME PHONE: _____

LENGTH OF RESIDENCY IN FLAGSTAFF: 33 years PREFERRED PHONE: HOME CELL

Using additional pages, please answer the following questions in 250 words or less, per question:

1. What method do you expect to use to make a decision when you are faced with a strong constituency group advocating one way but you believe that there is a segment of the Flagstaff population not being heard on a particular issue?
2. Please give an example of when you were in a position of responsibility and others disagreed with you on how an important matter should be handled. How did you help resolve the issue?
3. What is your leadership style, please provide an example of your style in use.
4. If you could change one thing in the City of Flagstaff Zoning Code what would that be and why?
5. The City of Flagstaff has identified Key Community Priorities. How do you intend to balance the seven priorities in terms of the budget process and policy development?
6. What are your top three priorities for being a City Councilmember?
7. Flagstaff is known for its rich and highly diverse cultures in Northern Arizona. How would you build bridges and partnerships with our diverse communities to strengthen inclusion, diversity, equity, and access for the City of Flagstaff?

I certify that I meet the statutory requirements of living within the corporate limits of the City of Flagstaff for at least one year, that I am over the age of 18 years, that I am a registered voter of the City of Flagstaff, and that I have read and understand the right to have my application considered in a public meeting by providing a written request to the City Clerk.

[Signature]
Applicant Signature

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer

Attachment to Application to Serve on the City Council
Al White

Questions

1. What method would I use to make a decision when faced with a strong constituency group advocating one way when I think that some segment of the population may think otherwise?

As a representative of the City at large it is my responsibility to seek input. Being open and accessible, welcoming comments and listening will usually bring those opinions to light. Having a background in Hospitality, I seek to accommodate. I weigh what I have garnered and make the decision I think best for the City as a whole.

2. Please give an example of when you were in a position of responsibility and others disagreed with you on how an important matter should be handled. How did you help resolve the issue?

When impact fees were on the Council agenda for implementation in Flagstaff, I favored a higher figure than others on the Council. In order to assure the implementation of any impact fees, I adopted the view that some would be better than none and accepted a lower figure.

3. What is your leadership style? An Example?

I believe leaders need to facilitate work getting done by directing conversations toward solutions by offering examples, by hearing suggestions, by soliciting ideas, and by applying reality checks. The best example is probably the process by which my Council hired a new City manager and City Attorney (at different times) by reaching a consensus.

4. A change to the Zoning Code? and Why?

I would examine the use of higher numbered Transect Zones in existing neighborhoods because the disrupting effect on the quality of life is not protective of the neighborhood character. Regardless of the need for infill, there are appropriate places.

5. How would I balance the seven Key Priorities in budgeting and policy development?

I see the Key Priorities as being in harmony and complementary with each other- the balance is in the application of issues to each priority. Our actions, practices, ordinances and resolutions should be tested against the list for applicability. So as issues are presented you ask can we afford it? Will it detract from other actions or expenditures? Does it conform to our priorities? Does it serve the citizens?

6. What are my top three priorities for being a Councilmember?

- a) Creative Problem Solving. I feel I have a few practical and different possible solutions that I would like to have the chance to explore in areas such as Housing, Infrastructure, Water, Conservation and Planning.
- b) Economic Vision. I think we need to continue to explore ways to diversify and enhance our

economy especially the Arts.

- c) Collaboration. I'd like to see us as more of a representative team, testing the waters for ideas to move us forward as a community in co-operation with the County, NAU and the FUSD.

7. How do we bridge and enhance the relationships between diverse communities within our community?

Leave no one out. Anytime a segment of society is excluded we become less of a society. Instead of fear or judgement we should celebrate our differences for the variety they afford us. If we think our grand purpose is to help each other, this is the starting point.

To those concerned,

It is my intent to be considered for the appointment to fill the vacancy left by Vice Mayor Daggett on the Flagstaff City Council as she seeks election to the office of Mayor in the November Election.

I bring a wealth of experience to the seat, having served in that capacity for 12 years. I should have a short learning curve regarding the extent of City services, City structure, City protocols and budgeting.

I have a reputation for a balanced approach to problem solving, a practical approach to planning, an understanding of representation, for inclusiveness, and a desire to help bridge the gap left by the vacancy on Council.

People feel comfortable talking with me and I like to get their take on issues and courses of action. I believe we are all essentially interested in our collective future and should help plan it.

I look forward to having a chance to visit with you to discuss this opportunity further.

Sincerely,

Al White

Al White

Professional Summary

As a public servant my goal is to represent the citizens of Flagstaff, using my experience in governance to provide a voice and leadership that will enhance problem solving for the City. Many issues face us today that I believe I can help address with fairness, balance and a practical approach.

Skills

Tact
Listening
Critical Thinking

Future Planning
Collaboration
Patience

Work History

City Councilmember, 06/2000 – 06/2012

City of Flagstaff- Flagstaff, AZ

Served three four-year terms as at large representative for the citizens of Flagstaff, AZ. Was selected as Vice Mayor for two-year terms in 2004 and again in 2008. Responsible for budgets and decisions for use of tax revenues, deciding ordinances and resolutions pertaining to governance of the City, and representation on citizen commissions.

Supported creation and enhancement of nationally recognized Transportation Authority, a Business Incubator, Open Space and Sustainability commissions, Foxglenn Park, Bond issue amenities, The Conference Center at NAU, a homeless shelter and a triage center for the treatment of addiction issues to highlight a few accomplishments.

Owner/operator, 09/1989 – 07/1997

New World Recycling- Flagstaff, AZ

Established a curbside recycling operation serving 650 residential customers and 150 businesses in Flagstaff collecting all recyclable items for processing and sale. Also established two drop off and buy back centers for the same materials in east

and west Flagstaff. Served as consultant to the City of Flagstaff in establishing City wide recycling program.

Education

Bachelor of Arts, Communications Studies, 06/1974

University of Massachusetts, Amherst, MA

Affiliations

Quality Connections Inc. Board member and Board President. Not for profit company that houses educates and provides employment for individuals with disabilities. 1999 to Present

Theatrikos Theatre Company. Board member and Board President. Not for Profit performing arts company providing live theater experience to Flagstaff for 50 years. 2006 to Present

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**CITY OF FLAGSTAFF
APPLICATION TO SERVE ON THE CITY COUNCIL**

RETURN TO: CITY CLERK VIA EMAIL AT STACY.SALTZBURG@FLAGSTAFFAZ.GOV

PLEASE NOTE THAT THIS INFORMATION IS PUBLIC INFORMATION
(APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR)

DATE: 4/20/2022

YOUR NAME: Alethea Karlin

HOME ADDRESS: [REDACTED] EMPLOYER:

Congregation Lev Shalom and Lacey's Bakery JOB TITLE: Temple Coordinator

(CLS). Baker/Owner of Lacey's Bakery

E-MAIL: [REDACTED]

CELL: [REDACTED] HOME PHONE: SAA

LENGTH OF RESIDENCY IN FLAGSTAFF: 37.5 years PREFERRED PHONE: HOME **CELL** Using

additional pages, please answer the following questions in 250 words or less, per question:

1. What method do you expect to use to make a decision when you are faced with a strong constituency group advocating one way but you believe that there is a segment of the Flagstaff population not being heard on a particular issue?
2. Please give an example of when you were in a position of responsibility and others disagreed with you on how an important matter should be handled. How did you help resolve the issue?
3. What is your leadership style, please provide an example of your style in use. 4. If you could change one thing in the City of Flagstaff Zoning Code what would that be and why?
5. The City of Flagstaff has identified Key Community Priorities. How do you intend to balance the seven priorities in terms of the budget process and policy development?
6. What are your top three priorities for being a City Councilmember?
7. Flagstaff is known for its rich and highly diverse cultures in Northern Arizona. How would you build bridges and partnerships with our diverse communities to strengthen inclusion, diversity, equity, and access for the City of Flagstaff?

I certify that I meet the statutory requirements of living within the corporate limits of the City of Flagstaff for at least one year, that I am over the age of 18 years, that I am a registered voter of the City of Flagstaff, ***and that I have read and understand the right to have my application considered in a public meeting by providing a written request to the City Clerk.***

Applicant Signature: Alethea Karlin (Signed electronically)

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Alethea Karlin

Application to Serve on City Council Questions:

1. What method do you expect to use to make a decision when you are faced with a strong constituency group advocating one way but you believe that there is a segment of the Flagstaff population not being heard on a particular issue?

It is important when working with groups with differing opinions to let them feel heard and reflect on the issues they are advocating for. When there are important issues to be discussed, it is my sincere hope that all constituency groups and individuals involved are open to respectful discourse – understanding that they will be met with differing viewpoints and encouraging of entertaining advocacy for all citizens. Having done research before the meeting, if there is a group of citizens that I felt not represented at the time, I would stand up and represent them respectfully. It's important in a democracy that all voices are heard and represented.

2. Please give an example of when you were in a position of responsibility and others disagreed with you on how an important matter should be handled. How did you help resolve the issue?

As a leader, the voice of the people you are leading and working with are very important. I feel it's important to set aside individual ego when it comes to decision making. Even if I felt I had more experience than others, their unique viewpoint could yield innovative problem-solving.

I am on a team leading my small Synagogue in Flagstaff. There are times when I have made a decision that has been challenged or times when others made a decision that I felt my solution was better. During these moments, those I am working with talk respectfully to each other. I always make sure that everyone feels heard, and offer my viewpoint if it differs. If I feel very strongly, I build my case with as many references and logic that I can with research. If the rest of the team still decides to go in another direction, I fully support them. I feel it's important not to view your own viewpoint as the most important. When working with a group, facilitating discussion of options and agreeing as a team leaves everyone involved feeling successful and motivated.

3. What is your leadership style, please provide an example of your style in use.

I am a participative leader. Even with young children. Everyone's voice, thoughts, and needs are important on a team. I use this in every aspect of my life. Marriage, family, and work. It

allows everyone to feel involved and heard even if I have the power to make the final decision. But leadership isn't always about decision making – it's about improving the lives of others.

I had a young lady on my caseload when I worked at the Guidance Center. She was 14 at the time and I became her mentor. Together we worked through self-harm, depression, suicidality, and rage. I supported her, her brother, and her parents. We worked through the young lady being in a psychiatric hospital. The support and care that I provided her positively impacted her life – she's a successful leader now in her mid 20's and had reached out to me as an adult to thank me for my unwavering support and guidance. She told me she wouldn't be the person she is today without my help and guidance in her youth. It wasn't my leadership and care alone, but team work, and helping her feel empowered to be successful. Helping to improve the life of even one person is an amazing impact on our community and a wonderful example of leadership.

4. If you could change one thing in the City of Flagstaff Zoning Code what would that be and why?

In reading through the City of Flagstaff Zoning Code, it is apparent that there are safeguards built in to ensure quality and consistency throughout the city and its various zones. Any proposal has a process from application to approval. Most big changes to zoning or any development has options of public hearings. In listening to citizens in Flagstaff feel disgruntled about the recent student housing being built in town, I feel the biggest change needed is not of policy but in advertising and encouraging public input and engagement in the hearings for these bigger projects. While the minimum is having neighborhood involvement, there should be a bigger push for full community involvement. A small or large change in one area of the city impacts more than just that neighborhood.

5. The City of Flagstaff has identified Key Community Priorities. How do you intend to balance the seven priorities in terms of the budget process and policy development?

My main focus would be to use community involvement and input, along with other members of council, to best represent the needs and wishes of the community in accordance with the Key Community Priorities.

6. What are your top three priorities for being a City Councilmember?

My first priority would be to provide a voice for a diverse groups of Flagstaff citizens; my one vote on the council would not represent my values alone but the values of the constituents. My second priority would be to engage the community to participate in local politics. We all hear citizens feel strongly one way or another about the progress, or lack of progress, they see in Flagstaff yet they remain disengaged beyond a lower level of complaint. And third, it would be

a priority to foster not only an appearance of, but form a true sense of community and respect within the Council Chambers among other Council members and the Mayor.

7. Flagstaff is known for its rich and highly diverse cultures in Northern Arizona. How would you build bridges and partnerships with our diverse communities to strengthen inclusion, diversity, equity, and access for the City of Flagstaff?

Developing a relationship with community leaders and agencies would be a great first step. Getting to know who they are, what they do, and their goals for their communities would be necessary. As a representative of the citizens of Flagstaff, every voice and viewpoint matters. Additionally, I would regularly attend meetings of the Commission on Diversity Awareness.

Alethea Karlin



April 20, 2022

Stacy Saltzburg
City Clerk
211 W. Aspen Avenue
Flagstaff, AZ 86004

Dear Ms. Saltzburg,

I was born and raised in Flagstaff, Arizona. Flagstaff is my heart. I live to run on the trails, to hike, to mountain bike, to embrace my community, and teach my children how to live more sustainably. I am a mother, a small business owner, a homeowner, and am active in my Synagogue. Not a day goes by where I do not feel lucky to live in such a vibrant, diverse, and beautiful City.

My father was a Special Education Teacher at Leupp Public School when I was a young child and later worked at Northern Arizona University. As a small child, my father would occasionally take me and my brothers to Leupp to attend class with the intent of immersing us into a different culture. I grew up with a great respect of the diversity Flagstaff is fortunate to have.

While my father was supporting a family of 5 on his teacher's salary, we needed government assistance. We felt lucky to have reduced price lunches at the public school. Even in the late 1980's and early 1990's, Flagstaff was a challenging city for affordable housing and cost of living. I grew up feeling that struggle and deeply empathize with our community members living it now.

As an adult, I have worked in many fields in Flagstaff. I have been a Detention Officer 1 and 2 for Coconino County. Those positions gave me a deep respect for our Law Enforcement Officials and how important inter-agency cooperation is. It also taught me more about humanity – both the humanity inside the officers who protect our community and the humanity inside those who have their rights taken away. It taught me the importance of respect and communication and lead me to get a Bachelor's Degree in Psychology from NAU to work in Community Mental Health.

After attending NAU and earning my degree, I worked at the Guidance Center with Children and Families. I was lucky to work with families of all backgrounds and help foster better communication and life skills for children to be more successful at school and home. I also worked with children who had substance abuse problems, and children inside the Juvenile Detention Facility. The ability to listen to the unique, individual viewpoints and help guide was greatly fulfilling.

Because of the cost of child care, when my first child was born, I made the decision to stay at home. We struggled to find an affordable home to buy and felt lucky to buy a manufactured house “as is”. After my second child was born, I started developing my skills as a cake baker and decorator. Later I started and run a small bakery.

Being born, raised, educated, and starting a family in Flagstaff gives me a unique viewpoint on City Council. I have never lived anywhere else but I have struggled to live in Flagstaff. I empathize with the community, and city, with issues of jobs, sustainability, and housing. I am slowly working on increasing the safety in my own neighborhood by collecting signatures for more stop signs as the speeding is incessant and dangerous.

Watching Flagstaff grow, expand, face crisis, and overcome obstacles as a regular voting citizen has given me the desire to take my citizenship one step further – to do my civic duty, serve on city council, and provide a voice for the citizens of Flagstaff as our city moves into the future. I am not only applying for this temporary position, but applying to be a write in candidate. If there are no write in candidates after this upcoming election with enough votes to win a position, I will apply for this position again. Flagstaff is my heart and I can help.

Thank you for your time and consideration,

Alethea Karlin

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**CITY OF FLAGSTAFF
APPLICATION TO SERVE ON THE CITY COUNCIL**

RETURN TO: CITY CLERK VIA EMAIL AT STACY.SALTZBURG@FLAGSTAFFAZ.GOV

PLEASE NOTE THAT THIS INFORMATION IS PUBLIC INFORMATION
(APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR)

DATE: 4-20-22

YOUR NAME: Joe W. Washington

HOME ADDRESS: [REDACTED] ZIP: [REDACTED]

EMPLOYER: Self JOB TITLE: Tribal Court Advocate

E-MAIL: [REDACTED]

CELL: [REDACTED] HOME PHONE: [REDACTED]

LENGTH OF RESIDENCY IN FLAGSTAFF: 46 years PREFERRED PHONE: HOME CELL

Using additional pages, please answer the following questions in 250 words or less, per question:

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7. Flagstaff is known for its rich and highly diverse cultures in Northern Arizona. How would you build bridges and partnerships with our diverse communities to strengthen inclusion, diversity, equity, and access for the City of Flagstaff?

I certify that I meet the statutory requirements of living within the corporate limits of the City of Flagstaff for at least one year, that I am over the age of 18 years, that I am a registered voter of the City of Flagstaff, and that I have read and understand the right to have my application considered in a public meeting by providing a written request to the City Clerk.

Joe W. Washington

Applicant Signature

Answers to Questions

Q1. Having been a judge in different forums in my life, I have adopted a decision-making style which emphasizes hearing from all parties. If there is a segment of the Flagstaff population which is not being heard on a particular issue, I would reach out to that group to get their opinion. I have also been trained as a mediator and have discovered that parties can often reach agreement on things that, at first glance, seem contentious.

Q2. I don't believe that I have been in that situation because my philosophy of leadership is not to barrel towards a specific direction without first consulting affected others. I suggest considerations that I believe the group should take and explain why I believe we as a group should move in a certain direction. Other individuals may have different ideas and we explore those in coming to a decision.

Q3. My leadership style is consultation and discussion. Being Indigenous, I strive for consensus. I advise groups about my thoughts, rather than dictate to them what direction we are going to take. I am the Chair of an Indigenous organization in Flagstaff and we had discussions of how to craft our bylaws. I would make suggestions about some of terms and sometimes a member of the group would want something different. We would discuss it and there were times when I had to concede that someone else had a better idea.

Q4. I am concerned about building heights in Flagstaff. Tall buildings obstruct views of the beautiful San Francisco Peaks. I know that the City is constrained by State law and also that the City is working on this already. If I could wave a magic wand, though, I would limit the height of buildings in Flagstaff.

Q5. Our City's 7 key priorities are all compatible. I would look to maximize that compatibility. For example, some people sometimes see environmental stewardship as being in conflict with a robust resilient economy. However, a clean, beautiful environment can attract business. I would look to find those natural affinities between seemingly contrasting priorities.

Q6. My priorities for being a City Councilmember for a term ending in December are: (1) To share my insights about Flagstaff gained from living here for 46 years; (2) To work as a collegial, ego-free team member as we make decisions; (3) To involve the community in the decision-making process.

Q7. Being Indigenous, I would be a bridge to that segment of the community. I will reach out to all sectors of the community actively.

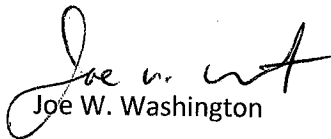
Joe W. Washington

Letter of Interest

Dear Mayor and Council:

Attached is my application for the temporary city council position. I am interested in this position for the reasons given in the application.

Thank you for this opportunity to apply.


Joe W. Washington

Joe W. Washington

Executive Summary:

Candidate has practiced law in tribal courts for over 33 years as well as having been a municipal judge for 7 years and a tribal court judge for 4+ years.

Accomplishments:

Master Advocate Designation from the National Institute for Trial Advocacy
Certificate in Judicial Development-Tribal Judicial Skills from the National Judicial College
Certificate in Judicial Development-Dispute Resolution Skills from the National Judicial College

Employment:

Self Flagstaff, AZ
Tribal Court Advocate Feb. 8, 2019 to Present
Practice law in private practice in a variety of tribal courts, notably Navajo, Hopi, Yavapai-Apache, and Yavapai-Prescott.
Practice includes civil and criminal law as well as administrative law.

The Yavapai-Apache Nation Camp Verde, Arizona
Public Defender June, 2001 to February 7, 2019
General criminal defense. Prepare pleadings such as motions to suppress or motions to dismiss. Interview witnesses and make investigations of the facts and the law. Engage in bench and jury trials. The Public Defender at the Yavapai-Apache Nation also represents parents in Dependency and Neglect cases.

The Havasupai Tribe Supai, Arizona
Acting Chief Judge 2003 to July 2012 intermittently total 4.5 years
Handled both civil and criminal cases. Ruled on evidentiary matters and made decisions on civil claims and reached verdicts in criminal matters.

The Yavapai-Apache Nation Camp Verde, Arizona
Associate Judge August, 2000 to June, 2001
Handled a wide variety of cases, both civil and criminal. Handled Dependency and neglect cases, and misdemeanor criminal cases. Ruled on evidence and motions and reached decisions.

The Yavapai-Apache Nation
Public Defender Camp Verde, Arizona
January 22, 1999 to August, 2000
General criminal defense. Prepare pleadings such as motions to suppress or motions to dismiss. Interview witnesses and make investigations of the facts and the law. Engage in bench and jury trials. The Public Defender at the Yavapai-Apache Nation also represents parents in Dependency and Neglect cases.

Self-Employed
Tribal Court Advocate Flagstaff, Arizona
February 1985 to January 1999
Practiced law in Navajo and Hopi courts.
Practiced primarily criminal law, but also handled civil cases and administrative law cases.

The City of Flagstaff
Part-time City Magistrate Flagstaff, Arizona
September, 1982 to September, 1989
Presided over traffic cases and misdemeanor criminal offenses including jury trials for offenses such as Driving While Intoxicated. Adjudicated cases or presided over jury proceedings. Ruled on motions and procedural matters.

Education: The University of Arizona
Bachelor of Arts in Government Tucson, Arizona

Additional Training:

Extensive trial law training as well as judicial training:

Trial Advocacy in Tribal Courts--ASU School of Law 2000

Advanced Advocacy in Tribal Courts--National Institute for Trial Advocacy (NITA) December 13, 2006

NITA National Session 9 day program--NITA June 9, 2012

Deposition Skills--NITA September 7, 2012

Teacher Training in Trial Advocacy--NITA December 14, 20012

Control in the Courtroom--NITA March 5, 2013

Trial Advocacy in Tribal Courts--Bureau of Indian Affairs-Office of Judicial Services August 6, 2013

Trial Advocacy in Navajo Tribal Courts--NITA September 26, 2017

Expecting the Unexpected-Advanced Trial Advocacy--NITA July 25, 2018

Colorado River Indian Tribes Opioid Trial Advocacy Training--GreenbergTraurig Law Firm July 16, 2019

The above classes were multi-day courses held throughout the United States. The accumulated completion of numerous NITA classes resulted in the award of NITA's coveted Master Advocate Designation.

The following classes were taken under the auspices of the National Judicial College in Reno, Nevada. These also were multi-day classes:

Special Court Jurisdiction May 5, 1985

Logic and Opinion Writing for Tribal Court Judges December 4, 2000

Special Court Jurisdiction April 26, 2004

Court Management for Tribal Judges and Personnel April 3, 2006

Handling Small Claims Cases Effectively April 17, 2006

Dispute Resolution Skills July 24, 2006

Advanced Civil Mediation September 10, 2007

Dispute Resolution Techniques for Tribal Justice Systems October 22, 2007

Tribal Traffic Issues Faculty Development Workshop February 11, 2008

Civil Mediation May 5, 2008

Completion of these courses resulted in the award of The Certificate in Judicial Development--Tribal Judicial Skills as well as The Certificate in Judicial Development--Dispute Resolution Skills.

References: Available upon request

IMPORTANT NOTICE: The City Council may consider applicant qualifications for the Council vacancy in executive sessions which are closed to the public, and then make the appointment in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

**CITY OF FLAGSTAFF
APPLICATION TO SERVE ON THE CITY COUNCIL**

RETURN TO: CITY CLERK VIA EMAIL AT STACY.SALTZBURG@FLAGSTAFFAZ.GOV

PLEASE NOTE THAT THIS INFORMATION IS PUBLIC INFORMATION
(APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR)

DATE: _____

YOUR NAME: _____

HOME ADDRESS _____ ZIP: _____

EMPLOYER: _____ JOB TITLE: _____

E-MAIL: _____

CELL: _____ HOME PHONE: _____

LENGTH OF RESIDENCY IN FLAGSTAFF: _____ PREFERRED PHONE: HOME CELL

Using additional pages, please answer the following questions in 250 words or less, per question:

1. What method do you expect to use to make a decision when you are faced with a strong constituency group advocating one way but you believe that there is a segment of the Flagstaff population not being heard on a particular issue?
2. Please give an example of when you were in a position of responsibility and others disagreed with you on how an important matter should be handled. How did you help resolve the issue?
3. What is your leadership style, please provide an example of your style in use.
4. If you could change one thing in the City of Flagstaff Zoning Code what would that be and why?
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I certify that I meet the statutory requirements of living within the corporate limits of the City of Flagstaff for at least one year, that I am over the age of 18 years, that I am a registered voter of the City of Flagstaff, ***and that I have read and understand the right to have my application considered in a public meeting by providing a written request to the City Clerk.***



Applicant Signature

1. I pride myself on always engaging in collaborative conversations and seeking multiple perspectives. If there is one group speaking the loudest, I believe I have a responsibility to seek out the softer voice, the opposite viewpoint, and gain a more holistic perspective on the issue. My goal would be to facilitate various forms of engagement to hear from the most diverse range of voices possible, whether that is through invitation to reach out through letter or email, setting up phone or video conferencing, or inviting social media outreach. I would also want to hear from the various neighborhood and community associations representing parts of our community. The channels available for civic engagement are as vast as the voices speaking into various issues facing our community; just as I value the diversity of voices and perspectives, I also hope to take full advantage of this diversity of communication channels. It is also important to note that my intention would not—nor would it ever—be to invalidate or “drown out” the strong constituency group speaking for one perspective. Their voices are just as valid as others sought to engage. However, community decisions require full community engagement. I would weigh all perspectives brought before me and make my decision based on a wholistic view of community well-being, not simply the voice that spoke loudest or nearest to my own admittedly limited perspective.
2. One of my responsibilities is navigating escalated resident concerns, which requires hearing both or multiple sides of an issue, gaining an understanding of the desired outcomes from each side, and working to come to consensus. In this role I often find myself at the intersection of the desires of a customer and the policies of a community and/or our company. This can often lead to strong disagreement from the resident with the proposed solution to mitigate their concerns. When this happens, I focus on maintaining strong communication, expressing empathy and understanding, and ensuring that the rationale behind a solution is understood. I explain that my objective is to collaborate with both sides to reach some level of satisfactory consensus. This means that I am not, in most cases, on anyone’s “side”; rather, I am a mediator between “sides” working to help all parties understand each other, what they want and need, and where compromise is possible. Across all the various volunteer roles and work functions I serve, I welcome “disagreement,” because I know that various lenses and perspectives are valuable to reach consensus. I want others to point out what my solution may be missing, just as I hope others are willing to hear the concerns I have, in addressing important issues. By being open and flexible, I believe stronger solutions are found that address a greater number of concerns than if only my perspective is considered.
3. I am a democratic, participative leader. I engage my full team in the process of achieving a goal or reaching a decision, even when I ultimately am responsible for the plan or decision. I value hearing every voice, even voices of dissent, because I believe it helps both ensure ownership of decisions and determine the best ways to communicate decisions that others may not agree with. For example, in two current roles as the Chair of the Housing Commission and Chair of the Coconino County African Diaspora Advisory Council, I practice democratic leadership by inviting the commissioners or council members to voice their opinions as I listen for common themes and seek to understand various perspectives on what is being asked of us. I then present the perspectives and present options for actions we might take. I avoid speaking my own perspective until others have had the opportunity, to avoid any assumption that my role

as “Chair” puts greater value on my opinion, and to avoid allowing my opinion to cloud or color the free expression of other thoughts simply due to my title-presumed authority. Likewise, as an apartment community manager, I sought input from my team on decisions or strategies and shared my final decision or plan with acknowledgement of the value of their input, individual or group discussion of why certain things were ultimately not included and ensuring everyone felt ownership in the plan they knew they helped develop.

4. As an advocate for the inclusion of affordable housing in all neighborhoods of Flagstaff, I would seek amendments to the Zoning Code specifically targeted toward reducing exclusionary zoning policies and expanding adoption of all housing types, including Accessory Dwelling Unit code standards. With a declared housing crisis and greater understanding of how exclusionary zoning has reinforced historical segregating policies ensuring inequity of access to both neighborhood development and broader housing needs, we are faced with an opportunity to examine the current code to determine where such exclusionary policies discourage sustainable development. What I would seek is an engaging discovery process of examining the code, in partnership with the 10 Year Housing Plan, developer partners, city and neighborhood stakeholders, and other essential voices and viewpoints, to identify which policies stand in the way of meeting Flagstaff’s affordable housing needs while also considering how such policies can be responsibly adapted, revised, or eliminated with foresight for sustainability into Flagstaff’s future.
5. Having taken part in the City of Flagstaff’s priority-based budget process, I have learned the importance of examining budget items through the lens of Key Community Priorities both exclusively and collectively. During the process through which I served, I worked intentionally to examine each budgetary consideration through the Community Priority our group was tasked with evaluating, before contributing input from a broader perspective. My approach would seek to balance the seven priorities by examining each ask for its greatest impact across each priority while also identifying primary community needs for the future. In terms of community needs, I would work to identify primary focuses for the upcoming fiscal year, and years, while considering things like declared community emergencies and anticipated needs impacting the sustainability of community infrastructure and development. I believe it behooves council to approach the budget process and policy development through means that ensure each of the priorities are given consideration, whether by direct appeal by council members or examination of policy and budgetary recommendations through the lens of its application and engagement of the priorities.
6. My top priorities are ensuring vibrant and engaged community, working towards sustainability and sustainable development, and encouraging neighborhood engagement and empowerment.

First, to ensure that Flagstaff further becomes and remains a vibrant, engaged community, it is important to work towards equitable access to community resources and neighborhood infrastructure. This involves working towards actionable initiatives meeting Flagstaff’s growing needs for affordable, attainable housing. In terms of community

health, which is essential to vibrancy, I believe we must move actively toward increased mental health awareness, advocacy, and access to resources meeting the diverse needs and backgrounds in our community.

Second, I believe Flagstaff will thrive as it continues pursuit of sustainability, through environmental stewardship, environmental justice, and sustainable solutions for our economic and infrastructural development. I hope to examine policies and practices to reduce and minimize waste and preserve community and environmental resources in ways that consider equitable access to community space, resources, and all those things that determine the health and well-being of our neighborhoods and citizenry.

Finally, I believe Flagstaff has a great opportunity to enact greater levels of neighborhood engagement and empowerment. As a community, Flagstaff is rich in culture and diverse history and heritage, with unique opportunities to acknowledge, celebrate, preserve, and engage the ongoing legacy of traditionally marginalized voices. I believe we have an obligation to ensure all people in our community have voice in our community, and to work toward engaging each neighborhood as part of Flagstaff's collective voice and story.

7. I am proud of my history of engagement with the diverse cultural communities of Flagstaff in pursuit of diversity, equity, inclusion, and belonging within our community. As reflected through my time as a member of the City's Commission on Diversity Awareness (CODA), as well as my service with the Coconino County African Diaspora Advisory Council (ADAC), the Southside Community Association (SCA), NAMI Flagstaff, and the Lived Black Experience Project, diversity, equity, and inclusion are my passion. Active engagement with DEI is part of my current work, and it remains part of my vision for Flagstaff to build bridges, establish meaningful relationships, and create sustainable partnerships across our community. I currently work, and on Council would continue to engage, with neighborhood and community organizations that seek to elevate the voices of the often-marginalized members of our community. I would continue working to make connections and engage with key contacts, to ensure that those often unheard and unseen in our community are given seats at the table and opportunities for vocal presence in important conversations for the development of our community. As expressed in the Lived Black Experience Strategic Plan as a vibrant example of engagement with diverse communities, I would continue to actively engage with community partners such as neighborhood and community associations existing in Flagstaff's historic neighborhoods to "continuously solicit input, feedback, and awareness" (p. 70).

Ms. Stacy Saltzburg, MMC, City Clerk
Flagstaff City Hall
211 W Aspen Avenue
Flagstaff, AZ 86001

Dear Mayor Deasy and Flagstaff City Councilmembers,

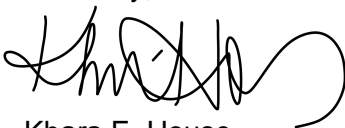
I am writing to express my strong interest in being appointed to the Flagstaff City Council. I believe that my extensive experience in board involvement, public service, and community engagement, paired with my passion for serving the people of Flagstaff and ensuring equity of voice and visibility among our diverse communities, would be great assets both to Council and to the city and people of Flagstaff.

My history of service and civic engagement includes service of the City's Commission on Diversity Awareness (CODA) and service as first Vice Chair and current Chair of the Flagstaff Housing Commission. My community engagement includes service as a board member of NAMI Flagstaff, Flagstaff Shelter Services, the Southside Community Association, and the Lived Black Experience (LBE) Project. I am proud of the partnerships fostered through this service, and of accomplishments resulting from this work including the development and adoption of the 10-Year Housing Plan, the adoption of the Lived Black Experience Strategic Plan, participation in and co-hosting of the monthly LBE CommUnity Dialogue series, etc.

I am deeply committed to public service, strong communications, and meaningful community partnerships to ensure all people—especially those who have been historically marginalized—are enabled in their voice. I am a skilled communicator with a proven history of sincere, effective, and trustworthy engagement with diverse people, groups, and organizations. My primary focus in my ongoing service to the people of Flagstaff, and my desire for service through Council, is to actively listen to and invite the engagement of the Flagstaff community in the decisions and processes shaping the future of this community. Flagstaff has been my home for just over 10 years, and as part of this community it is my sincerest desire to safeguard, preserve, and advance Flagstaff's unique character and culture through engagement of its diverse peoples and perspectives. I approach all matters with an analytical gaze and neutrality toward new information which enables me to thoughtfully consider varying perspectives and examine matters openly, evenly, and with the goal of achieving the most positive impact for the greatest number of community members. I seek and solicit as much feedback as possible to better represent the views and diverse perspectives of the people of Flagstaff, and would continue to bring this curiosity, insightfulness, and thoughtfulness to Council.

I look forward to further discussion of my candidacy and thank you for your consideration of the enclosed application.

Sincerely,



Khara E. House

████████████████████
████████████████

KHARA E. HOUSE

EDUCATION

Master of Arts in English, May 2011

Northern Arizona University, Flagstaff, AZ

Graduated with Distinction, 4.00 GPA: Member Gamma Beta Phi National Honor Society, Golden Key International Honor Society, Phi Kappa Phi Honor Society, Sigma Tau Delta

Bachelor of Arts in English with Writing Emphasis, May 2008

Messiah College, Grantham, PA

Magna Cum Laude, 3.66 GPA

RELATED EXPERIENCE

Director of Community Engagement

July 2019-Present

Bella Investment Group, Flagstaff, AZ

- Ongoing support of all property management operations, including multifamily and single-family properties
- Overseeing public relations, community engagement, and the establishment of various business and community relationships
- Partnership in oversight of corporate social giving
- Various operational support functions including escalated resident concerns, property support and training, research and development, marketing research and program development, etc.

Property Management and Operations Coordinator

July 2017-July 2019

Bella Investment Group, Flagstaff, AZ

- Directly supporting the President of a multifamily company in Northern Arizona with duties including management of single-family assets, resident relations, and reporting oversight
- Providing ongoing property support, training, mentorship, etc.
- Assisting with market research, data analysis, business engagement, and other operational support functions

Property Manager

July 2014-July 2017

Bella Investment Group, Flagstaff, AZ

- Managing 264-unit multifamily housing community; increases in occupancy each month of management, including an 8% increase in summer occupancy and average 2-5% monthly increase in retention; under management, property experienced regular increased rental income and net operating income
- Facilitating all elements of property management, including marketing, increasing, and retaining occupancy, budget management, hiring, organizing, and overseeing resident events, maintaining partnerships with local university/businesses, etc., and oversight of monthly residential blog postings
- Oversight of hiring and training of new and current employees, as well as development of new hire and current team member training materials
- Customer service focus based in maintaining positive customer relationships with residents, campuses, and business partners, hands on property management including ensuring curb appeal, development of multi-property blog content focused on apartment life and community development, and direct marketing and social engagement with residents, local universities, businesses, etc.

Assistant Property Manager

January 2013-July 2014

Bella Investment Group, Flagstaff, AZ

- Assisting the property manager in effectively managing the property, and assuming all responsibilities associated with accomplishing property goals including marketing, social media engagement, and other administrative tasks
- Training newly hired team associates in operating procedures and accepted business practices of the company
- Maintaining residential and financial records including all rents, deposits, and application fees, preparing invoices, tracking delinquency and resident activity, and maintaining positive customer relations attitude while addressing the needs of current, future, and past residents and other local business partners

(Khara E. House Resume, Page 2)

English Instructor

August 2011-December 2012, (Cont.)

Northern Arizona University, Flagstaff, AZ

- Working to ensure student advancement and achievement in ENG 105 (First-Year Composition) and ENG 371 (Intermediate Poetry)
- Generating curriculum, lesson plans, handouts, and study aids to ensure academic success and clarity of concepts, learning expectations, etc.; Providing academic support through one-on-one tutoring, advisement, student engagement, etc.
- Providing presentations, marketing, workshops on behalf of the Graduate College, University Writing Program, etc.

Graduate Teaching Assistant

August 2010-May 2011

Northern Arizona University, Flagstaff, AZ

- Serving as an instructor of ENG 105, ENG 100, and within the University Writing Center
- Generating curriculum and study tools to enhance students' understanding of complex writing skills, assignments, etc.
- Providing presentations, marketing workshops, etc. to enhance student knowledge and advertise Writing Center services

ACCOMPLISHMENTS, LICENSES & CERTIFICATIONS

- Community Engagement: Coconino County African Diaspora Advisory Council, City of Flagstaff Housing Commission, City of Flagstaff Commission on Diversity Awareness, Flagstaff Shelter Services, Lived Black Experience Community Coalition, Southside Community Association, Flagstaff Young Professionals, NAMI Flagstaff, NAACP Flagstaff, Arizona Multihousing Association Board of Directors, Arizona Multihousing Association Government Affairs Committee, Arizona Multihousing Association Charitable Foundation/Big Hearts Committee, National Apartment Association Diversity Equity Inclusion Committee, National Apartment Association GIVES Committee, National Apartment Association NextGen Committee
- Honors & Awards: 2021 NAA Emerging Leader Recipient, 2021 AMA Tribute Award Recipient (Corporate Employee of the Year), 2020 Flagstaff Key to the City Recipient, 2018 ATHENA Award Program Young Professional Finalist, 2017 AMA Tribute Award Recipient (Property Manager of the Year – Outside the Valley), 2017 AMA Tribute Award Nominee (Team & Community of the Year Outside the Valley), 2015 AMA Tribute Award Nominee (Team & Community of the Year Outside the Valley)
- Licenses & Certifications: Certified Apartment Manager (CAM); Arizona Real Estate Salesperson; Diversity, Equity, and Inclusion in the Workplace Certificate (USF); Mental Health First Aid

WORK RELATED SKILLS

- Housing/Property Management: Arizona Real Estate Salesperson licensee, Certified Apartment Manager (CAM), marketing, team building, event coordination, Section 8 Housing Choice (HUD) vouchers, social media strategy, conflict resolution, public relations and relationship development, property maintenance oversight, budget oversight, reporting and analysis, strategic problem solving, project management, experience in student housing management and undergraduate residence life
- Writing Skills: Writing, editing, proofreading, experience creating online and print marketing/advertising and effective company/corporate training guides, manuals, etc.
- Computer Skills: Microsoft Word, PowerPoint, Excel, Publisher; Microsoft Windows XP/Vista/7/8/8.1/10; FrontPage, Basic web-management/design/HTML
- Proficient in web research; familiar with developing web-based content, social media engagement, online marketing, and online community management; facilitation and development of diversity, equity, and inclusion programming and education modules; youth and adult mentorship; mental health first aid; community grassroots programming and local, statewide, and national advocacy

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**CITY OF FLAGSTAFF
APPLICATION TO SERVE ON THE CITY COUNCIL**

RETURN TO: CITY CLERK VIA EMAIL AT STACY.SALTZBURG@FLAGSTAFFAZ.GOV

PLEASE NOTE THAT THIS INFORMATION IS PUBLIC INFORMATION
(APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR)

DATE: _____

YOUR NAME: _____

HOME ADDRESS: _____ ZIP: _____

EMPLOYER: _____ JOB TITLE: _____

E-MAIL: _____

CELL: _____ HOME PHONE: _____

LENGTH OF RESIDENCY IN FLAGSTAFF: _____ PREFERRED PHONE: HOME CELL

Using additional pages, please answer the following questions in 250 words or less, per question:

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Applicant Signature

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer

McKenzie Jones
Flagstaff City Council Vacancy
Application Responses

1. What method do you expect to use to make a decision when you are faced with a strong constituency group advocating one way but you believe that there is a segment of the Flagstaff population not being heard on a particular issue?

My career has been primarily focused on developing equitable community engagement around issues related to water, housing, transportation, open space, and climate change. Residents are often broadly supportive of the idea of affordable housing or bike paths in the larger community but are more reticent when the project is proposed in their neighborhood.

In my role working for the City of Sedona, I focused on building relationships within marginalized communities. I partnered with interfaith community organizers to host virtual and in-person civic academies to identify community-led solutions and train leaders on civic engagement. The community members identified linguistic and logistical barriers to participating in City planning processes. In response, I worked within the municipal organization to address those barriers and amplify the voices of marginalized residents.

With municipal projects, we are often seeking consensus where it does not exist. As such, I would prioritize amplifying the political voice of marginalized residents and ensuring the equitable distribution of benefits throughout the community.

2. Please give an example of when you were in a position of responsibility and others disagreed with you on how an important matter should be handled. How did you help resolve the issue?

I have spent the past decade working on different elements of municipal sustainability and climate action. If a sustainability initiative is effective, it generally involves changing the status quo. Within any local government initiative, there is tension between competing ideals such as providing safe and efficient street lighting while protecting our dark skies.

As Sustainability Manager for the City of Sedona, I regularly encountered philosophical differences with City staff or community members on how to move forward with large City projects like electrifying transit or developing workforce housing. We each bring different perspectives to our work and, ideally, that strengthens the initiatives we work on together. In these instances, I endeavored to understand what was at the root of the disagreement with my project partners and whether the disagreement was philosophical or practical. If I am viewing transportation through the lens of climate action and my colleague's main goal is reducing traffic, we will reach different conclusions about the best solution.

In some cases, these issues were resolved by providing additional research or resources that addressed their concerns. In other cases, it was a matter of having a candid conversation about

City Council priorities and how to balance competing needs. Building trusting relationships with my peers was integral to navigating these challenging discussions.

3. What is your leadership style, please provide an example of your style in use.

I have over fifteen years of experience leading professional teams, non-profit boards, and committees. Over time, my style has evolved towards facilitative leadership, which is the style I would bring to City Council.

Facilitative leadership involves growing the capacity of individuals and teams to address present and future challenges. It ensures that team members have the skills and resources to problem solve and empowers individuals to anticipate and identify the root causes of the challenges through systems thinking. On City Council, this would involve identifying which risks are worth taking and which issues are not worth investing time in.

I am collaborative by nature and I would prioritize building trusting and productive relationships with City staff, City Council, businesses, and community members. A strong leader is a strong collaborator. I would bring this consensus-building perspective to working with Council and evaluating City projects.

As a former City staff member, I understand what is involved in taking controversial and challenging initiatives to City Council. I know firsthand the effort and work that goes into evaluating different options and making recommendations. I take seriously the responsibility involved in making policy decisions that affect our community. In the rare cases where there are two intransigent positions and no forward motion has occurred, it is important to move forward with a majority vote.

4. If you could change one thing in the City of Flagstaff Zoning Code what would that be and why?

Within our current Zoning Code, updating the Parking Standards section presents the most opportunities to positively impact our community. Our current Zoning Code assumes that individuals must have a car in order to fully participate in the community. This runs counter to the City's efforts to address our workforce housing crisis and the climate crisis.

Minimum parking requirements conflict with the City's other goals by increasing traffic congestion, creating large concentrations of exposed parking, increasing stormwater runoff and heat island effects, and providing unsafe and inconvenient environments for pedestrians. Our current code prioritizes parking over housing, which further contributes to the high cost of living in Flagstaff.

Parking is a complex issue and small businesses are often concerned about the impacts of reduced parking requirements. While our current code does include allowances for affordable housing, transit, and bicycle parking, there are opportunities to increase flexibility for developers to meet the needs of each neighborhood.

5. The City of Flagstaff has identified Key Community Priorities. How do you intend to balance the seven priorities in terms of the budget process and policy development?

Within any community, we have competing priorities. With a limited budget and limited staff time, the City cannot do everything. As such, we need to identify projects that provide the greatest benefit for the lowest cost and weigh their collective impact on each of our priorities.

There are often tensions between these competing priorities. For example, how do we support a livable community with workforce housing while also protecting the natural resources that make northern Arizona such an incredible place to live? I have been a long-time advocate for protecting natural areas. I oversaw the City's open space efforts for four years including managing the acquisition and conservation of Picture Canyon and Observatory Mesa. However, we are also experiencing a housing crisis and need to significantly increase the amount of safe and affordable workforce housing. When considering new affordable housing on undeveloped land, we have to evaluate the quality of the natural area and weigh that against the benefits provided by workforce housing.

In balancing the seven priorities, I intend to listen to resident input about the immediate needs of the community and evaluate how these choices might impact Flagstaff in the future.

6. What are your top three priorities for being a City Councilmember?

As this is only an eight-month appointment, my first priority would be to support continued effective governance and ensure the transition of filling the vacancy is smooth, with minimal interruption or impact on the flow of Council proceedings. As such, I would aim to be an accessible representative for Flagstaff community members. As a former City staff member, I am adept at navigating resources for residents and responding to constituent concerns.

My second priority would be to help move forward any projects or initiatives that make Flagstaff a more livable community. City Council has declared a housing emergency and I would prioritize working with other City Council members to address this crisis while taking into account equity and climate risk.

My third priority would be ensuring equitable engagement for members of marginalized communities. I would build on my existing relationships with community organizers to identify barriers to civic engagement and foster the development of community-led solutions.

7. Flagstaff is known for its rich and highly diverse cultures in Northern Arizona. How would you build bridges and partnerships with our diverse communities to strengthen inclusion, diversity, equity, and access for the City of Flagstaff?

My graduate work at Northern Arizona University focused on community organizing to drive policy change and craft solutions to social problems. As a City employee, I worked to foster equity, diversity, and inclusion competencies in staff, community partners, and City planning

efforts. I worked with frontline community partners to identify and reduce linguistic and logistical barriers to participation.

Over the past decade, I have worked with frontline communities as a City employee, a graduate student, and a volunteer for Northern Arizona Interfaith Council and Flagstaff Foodlink. I have built effective partnerships with interfaith organizers in the immigrant community, affordable housing advocates, Indigenous environmental leaders, and Indigenous food access advocates.

In this role, I would be excited to build new relationships and work with community groups to reduce barriers to engagement with the City.

McKENZIE JONES

April 20, 2022

Honorable Mayor, Vice Mayor, and City Council,

I am excited to apply for the vacant position on Flagstaff City Council. I've had the privilege of calling Flagstaff home for the past 13 years and would welcome the opportunity to serve the City by fostering a healthy and more livable community for all. I share Flagstaff City Council's commitment to transparency, effective governance, and equitable engagement.

My experience conceptualizing, leading, and growing local government programs would be a key asset in this role. Critical strengths I leverage include:

Understanding of City Operations: As a sustainability professional with over a decade of local government experience in Public Works and the City Manager's Office, I understand City-level policy making and will be immediately effective. I have served under six different City Councils and presented regularly on City planning, infrastructure projects, and land acquisitions. I have served on the City's Employee Advisory Committee and as staff liaison to two City commissions. I understand Council meeting procedures, the City's budget process, bond initiatives, the limits of the City Charter, and the perspectives of City staff.

Understanding of Council Priorities: Given the broad applications of municipal sustainability, I have worked on projects that involve every City division. I am adept at navigating complex bureaucratic processes to develop programs that serve the community. While the majority of my experience was with the City of Flagstaff, I spent the last three years serving on the Leadership Team for the City of Sedona and I have benefited from seeing how other municipalities approach similar policy challenges.

Equitable Engagement: Ensuring equitable community engagement has been the primary focus of my career. My graduate work at Northern Arizona University focused on community organizing to drive policy change and craft solutions to social problems. I collaborated with interfaith organizers in Sedona's immigrant community to launch an equitable engagement effort. Together, we developed civic academies to grow community leaders and increase public involvement. One early outcome was the creation of a home energy retrofit program. These community partnerships now continue to address mobility, policing, entrepreneurship, and affordable housing.

I would be thrilled to work with you to continue to improve the lives of Flagstaff residents.

Sincerely,



McKenzie Jones

McKENZIE JONES

EFFECTIVE GOVERNANCE | MUNICIPAL POLICY | EQUITABLE ENGAGEMENT

Innovative program leader with 10+ years of experience conceptualizing and implementing effective municipal sustainability programs. Skilled at developing equitable engagement processes, navigating municipal policy and budgets, and centering the perspectives of marginalized residents in City planning.

Key skills:

- Board management and facilitation
- Community organizing and relationship building
- Strategic planning and stakeholder management
- Financial management
- Policy research and development
- Building capacity and networks

PROFESSIONAL EXPERIENCE

CITY OF SEDONA, Sedona, AZ

2018-2021

Sustainability Manager

Created, led, and grew the first Sustainability Program for the City of Sedona to a \$700,000 annual budget and three staff positions. Developed organizational staffing plans, culture, communications, and finances. Conducted needs assessments and developed innovative policies and programs to increase organizational and community sustainability. Developed a Municipal Sustainability Plan including the identification of resiliency and carbon neutrality targets, initiatives, metrics, and reporting. Fostered equity, diversity, and inclusion competencies in staff, community partners, and City planning efforts.

- Led the creation and implementation of Sedona's first Climate Action Plan, which established a target of reducing community-wide greenhouse gas emissions by 50% by 2030
- Launched an equitable engagement effort, secured funding, and built relationships with organizers in Sedona's immigrant community to grow climate leaders and develop a home energy retrofit program
- Developed and delivered trainings on resilience, decarbonization, and civic leadership for conferences, civic academies, staff trainings, community workshops, and undergraduate and graduate classes
- Built productive relationships with utility representatives and secured over \$500,000 in grant support to install on-site solar and electric vehicle charging infrastructure on City properties
- Partnered with the City of Flagstaff on a solar cooperative to increase access to affordable on-site solar for residents
- Collaborated with City staff and members of the building community to adopt current energy codes focused on solar and electric vehicle readiness
- Partnered with the Yavapai-Apache Nation on climate resilience efforts to sustain flows in the Verde River
- Participated in the equity committee for the Arizona Transportation Electrification Plan

CITY OF FLAGSTAFF, Flagstaff, AZ

2011-2018

Acting Sustainability Manager (2016-2017)

Managed the City of Flagstaff Sustainability Program, including five staff members. Led the development of sustainability programs and policies including energy, waste, food, and climate resilience. Served as staff liaison to the Sustainability Commission. Participated in the Urban Sustainability Directors Network's Equity Foundations Training. *Interim role ended due to staffing reorganization.*

- Led the development, adoption, and implementation of the City of Flagstaff's Rethink Waste Plan, which established a goal of achieving zero waste conditions by 2050
- Launched the Master Recycler Program, which educated residents on sustainable materials management and climate engagement
- Wrote the City's livestock animal keeping code and developed trainings and outreach materials on regenerative agriculture

Sustainability Specialist (2011-2018)

Created, implemented, and evaluated innovative policies and programs that promoted organizational and community sustainability. Led the City's open space, food policy, community stewards, and materials management programs. Managed marketing and social media accounts. Implemented and developed reporting for Municipal Sustainability Plan. Served as staff liaison to the Open Spaces Commission. Supervised three staff members.

- Wrote two successful grants totaling \$8.4 million to purchase and protect over 2,700 acres of conservation land at Picture Canyon and Observatory Mesa with open space bond funding
- Co-wrote two successful grants totaling \$200,000 to develop the Marketing for Action Guidebook and train municipal sustainability directors on marketing behavior change efforts
- Designed and implemented an urban farm lease program to increase affordable access to City property for regenerative agriculture
- Led the creation of the City's Innovate Waste Challenge, a sustainability competition to convert waste into marketable products
- Developed quarterly fix-it clinics to build repair skills in the community and build social cohesion

NORTHERN ARIZONA UNIVERSITY, Flagstaff, AZ

2008-2011

Development Coordinator

Coordinated alumni stewardship programs and philanthropic activities in support of scholarships. Managed the selection and distribution process for over \$300,000 in scholarships. Represented the College of Business in the Environmental Caucus. Supervised one staff member.

SCRIPPS HEALTH FOUNDATION, La Jolla, CA

2006-2008

Capital Campaign Coordinator

Coordinated the Scripps Memorial Hospital Encinitas Capital Campaign, including the strategy, case for support, volunteer organization, and management structure for raising major gifts for a capital campaign. Facilitated workshops on health and estate planning. Supervised two staff members.

EDUCATION & TRAINING

NORTHERN ARIZONA UNIVERSITY, Flagstaff, AZ

2010-2013

Master of Arts in Sustainable Communities, 2013

Facilitated a year-long effort to foster youth-led civic engagement that identified community issues and promoted equitable community building. Received NAU's 2021 Sustainability Leadership Award.

LAFAYETTE COLLEGE, Easton, PA

2002-2006

Bachelor of Arts in Government and Law, 2006

RECENT VOLUNTEER EXPERIENCE

FLAGSTAFF FOODLINK, Flagstaff, AZ

2015-2021

Board President

Led local food non-profit through organizational renewal including strategic planning and reassessment of organizational mission and focus areas. Managed program development including the rollout of a healthy food incentive program, a local farmer grant program, a farm business incubator, and an agricultural apprenticeship program. Developed a farmer coalition to share growing skills and resources.

OAK CREEK WATERSHED COUNCIL, Sedona, AZ

2018-Present

Board Member

IMPORTANT NOTICE: *The City Council may consider applicant qualifications for the Council vacancy in executive sessions which are closed to the public, and then make the appointment in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.*

**CITY OF FLAGSTAFF
APPLICATION TO SERVE ON THE CITY COUNCIL**

RETURN TO: CITY CLERK VIA EMAIL AT STACY.SALTZBURG@FLAGSTAFFAZ.GOV

PLEASE NOTE THAT THIS INFORMATION IS PUBLIC INFORMATION
(APPLICATIONS WILL BE KEPT ON FILE FOR ONE YEAR)

DATE: 04-20-22

YOUR NAME: Samantha Stone

HOME ADDRESS: _____

ZIP: _____

EMPLOYER: Victim Witness Services for Coconino County

JOB TITLE: Sexual Assault Response Coordinator

E-MAIL: _____

CELL: _____

HOME PHONE: _____

LENGTH OF RESIDENCY IN
FLAGSTAFF: 34 years

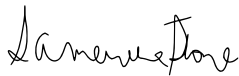
PREFERRED PHONE: HOME CELL

Using additional pages, please answer the following questions in 250 words or less, per question:

1. What method do you expect to use to make a decision when you are faced with a strong constituency group advocating one way but you believe that there is a segment of the Flagstaff population not being heard on a particular issue?
2. Please give an example of when you were in a position of responsibility and others disagreed with you on how an important matter should be handled. How did you help resolve the issue?
3. What is your leadership style, please provide an example of your style in use.
4. If you could change one thing in the City of Flagstaff Zoning Code what would that be and why?

5. **The City of Flagstaff has identified Key Community Priorities. How do you intend to balance the seven priorities in terms of the budget process and policy development?**
6. **What are your top three priorities for being a City Councilmember?**
7. **Flagstaff is known for its rich and highly diverse cultures in Northern Arizona. How would you build bridges and partnerships with our diverse communities to strengthen inclusion, diversity, equity, and access for the City of Flagstaff?**

I certify that I meet the statutory requirements of living within the corporate limits of the City of Flagstaff for at least one year, that I am over the age of 18 years, that I am a registered voter of the City of Flagstaff, **and that I have read and understand the right to have my application considered in a public meeting by providing a written request to the City Clerk.**



Applicant Signature

The City of Flagstaff is an Equal Opportunity/Affirmative Action Employer

1. What method do you expect to use to make a decision when you are faced with a strong constituency group advocating one way but you believe that there is a segment of the Flagstaff population not being heard on a particular issue?

I believe that consultation is an invaluable tool when faced with difficult decisions. In my years working in the policy realm, I have learned that active listening is of utmost importance, but also that it's imperative to dig deeper into issues (paying close attention to less prevalent perspectives) rather than simply accepting the

position of those who have the privilege of being loudest. Throughout the years I have spent as a community organizer and working in policy I have had the opportunity to build strong relationships with many subsets of the population whose voices are/have historically been silenced, who I am able to reach out to for perspective on various issues.

2. Please give an example of when you were in a position of responsibility and others disagreed with you on how an important matter should be handled. How did you help resolve the issue?

As a lobbyist, I worked with a team of professionals to introduce and advance legislation through Congress. There are no set rules for the best way to work with Congress or advance legislation through Congress, and so there were frequently disagreements amongst those professionals about strategy. Whenever one of these disagreements arose, I spoke directly to the individual or individuals who had opposing opinions and worked to a) understand everyone's perspective, and then b) work to find an alternative that we were all comfortable with/supportive of.

3. What is your leadership style, please provide an example of your style in use.

My leadership style is a mixture of the transformational and participative styles. As mentioned previously, I believe that active listening and consultation are imperative skills. Additionally, I am a firm believer in identifying each team members strengths and working together with those strengths to accomplish goals. During my time with the United States Senate I was able to lead multiple projects, working with teams from diverse backgrounds with varying levels of experience. I prioritized identifying everyone's strengths, and then collaborating to make sure that each individual was engaged in the most effective and fulfilling way.

4. If you could change one thing in the City of Flagstaff Zoning Code what would that be and why?

I am not an expert in zoning and potential code issues at this time and so hesitate to pinpoint a specific change I would make. However, I can say that my priority with zoning in general would be to further Council's attempts to eliminate exclusionary housing codes, and bolster inclusionary codes in order to increase housing access and affordability within Flagstaff city limits. If selected to serve as a council member I would devote time to individually researching that policy area as well as working with city staff and other experts to further develop a stance on the best way to accomplish those goals.

5. The City of Flagstaff has identified Key Community Priorities. How do you intend to balance the seven priorities in terms of the budget process and policy development?

Each of the key priorities identified by the City are important to me. When there is tension between those priorities, I intend to approach each issue from the perspective of furthering social and environmental justice and working to create an equitable Flagstaff Community.

6. What are your top three priorities for being a City Councilmember?

As a lifelong citizen of Flagstaff, I am extremely dedicated to the community. My top three priorities are to bolster/create a safe and healthy, livable, and inclusive/engaged community.

7. Flagstaff is known for its rich and highly diverse cultures in Northern Arizona. How would you build bridges and partnerships with our diverse communities to strengthen inclusion, diversity, equity, and access for the City of Flagstaff?

In my work with the United States Senate, I had the opportunity to work with 6 Northern/rural Arizona counties, as well as all 22 Arizona based Indigenous Tribes/Nations. As a City Council member I will maintain regular connection points with those contacts, and collaborate with members of diverse communities to accomplish their goals.

Samantha Stone

Summary

With over a decade of experience working in policy, advocacy, and community service at the local, state, and federal levels, I have built close relationships with Tribal communities, business and nonprofit leaders, activists, and government officials nationally while developing expertise in the policy areas most important to our communities, including water, social and environmental justice, Indigenous affairs, natural resources, and rural development.

Experience

July 2013 - Present

Founding Partner/Consultant

GMS Strategies | Flagstaff, AZ

Develop and implement strategies for social/environmental justice organizations and underserved communities in order to help them further their state and federal legislative and relationship-building goals.

November 2019 – November 2020

Northern Arizona and Indian Affairs Outreach Coordinator

United States Senate | Flagstaff, AZ

Developed strong relationships with and acted as the primary liaison for Coconino, Yavapai, Mohave, La Paz, Apache, and Navajo Counties (and all cities, towns, and non-governmental entities within) and all 22 Arizona-based Tribes. Worked with community leaders to identify issues and solutions, and with legislative team and committee staff to establish policy priorities and develop legislative strategy for moving priorities forward.

2013 – 2019

Lobbyist - Hualapai Tribe

Stone Advocacy Solutions/Policy AZ LLC | Arizona & Washington D.C.

Developed and maintained relationships between Tribe, Mohave County, Arizona congressional delegation (members and staff), and relevant state water entities.

Successfully advanced Phase I of the Hualapai Water Settlement through congressional process (signed into law December 2014) and introduced Phase II with the support of the entire Arizona congressional delegation in multiple Congresses.

2011 – 2013

All Stars Program Coordinator and Interim Program Director

Coconino County Juvenile Court & Big Brothers Big Sisters of Flagstaff, AZ

Developed, directed, and coordinated support programs across multiple organizations to serve justice-involved youth and their families. Taught, mentored, and developed supportive relationships with justice-involved youth and family members. Led direct outreach, events, and community collaborations to fundraise for the programs. Managed 100+ full time staff and volunteers who provided a variety of services to Northern Arizona youth and families. Developed and facilitated the AllStars Group Mentoring Program and directed related programs including the Juvenile Court Diversion Program and the CCJC Transition School Program, all designed to prevent justice involved youths' future involvement with the criminal justice system while increasing their developmental assets, prosocial skills, and study skills. Wrote and managed grants and created new partnerships with agencies and community organizations as well as the public to develop programs that fulfilled grant objectives.

2010 Arizona State Legislative Session

Legislative Intern

Arizona State Supreme Court | Phoenix, Arizona

Tracked relevant legislation and interfaced with Arizona State Legislature on Budget and Immigration issues.



Contact

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Skills

- Relationship-building
- Legislative strategy
- Leadership & management
- Creative problem-solving

Policy Interests

- Water rights
- Environmental justice
- Indigenous affairs
- Natural resources
- Rural development

Education

BA, Political Science
Minor: Psychology
Northern Arizona University

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 04/27/2022
Meeting Date: 05/03/2022



TITLE:

Consideration of Appointments: Beautification and Public Art Commission.

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring June 2025.

Executive Summary:

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

There are thirteen applications on file for consideration by the Council, they are as follows:

- Megan Mustoe (new applicant)
- Barry Bertani (new applicant)
- Mark Schroder (new applicant)
- Audra Travelbee (new applicant)
- Jeff Roth (new applicant)
- Chris Verrill (new applicant)
- Meredith Curley (new applicant)
- Issac Larson (new applicant)
- CJ Lucke (new applicant)
- Elizabeth "IZ" Hickey (new applicant)
- Ali Applin (new applicant)
- Carla McCord (current commissioner)
- Claire Johnson (new applicant)

In an effort to reduce exposure to personal information the applicant roster and applications will be submitted to the City Council separately.

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember McCarthy and Councilmember Aslan

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 Commissioners: By appointing members at this time, the Beautification and Public Art Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.
- 2) Postpone the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the opening by Commission members and City staff has occurred, informing others of this vacancy through word of mouth.

Attachments: BPAC Authority

**CHAPTER 2-14
BEAUTIFICATION AND PUBLIC ART COMMISSION**

SECTIONS:

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

2-14-001-0001 CREATION OF COMMISSION:

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

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

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

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

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

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

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

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

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

2-14-001-0004 ORGANIZATION:

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

2-14-001-0005 MEETINGS:

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

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

2-14-001-0006 DUTIES:

The duties of the Commission shall be to:

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

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

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

1. Purchase, installation or modification of landscaping and irrigation systems;
2. Purchase, removal or modification of billboards and nonconforming signs;

3. Beautification of buildings and facilities, streetscapes and gateways;
4. Purchase and installation of public art projects;
5. Purchase or lease of easements or property necessary for beautification projects.

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

1. Reviewing and defining potential public art projects and writing project descriptions.
2. Determining the artist selection method and writing the call to artists for public art projects.
3. Evaluating public art proposals for recommendation to the City Council.
4. Facilitating display of local art in public facilities.

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

1. Developing and supporting the Flagstaff arts, scientific and cultural activities, events and organizations to provide direct and indirect citizen participation, and opportunities for enhancement of the overall quality of life and community image.
2. Developing, acquiring and distributing material to promote arts and science.
3. Developing financial assistance programs to stimulate artistic and scientific activities in Flagstaff.
4. Retaining of appropriate staff to implement approved programs.

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

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 04/27/2022
Meeting Date: 05/03/2022



TITLE:

Consideration of Appointment: Sustainability Commission.

STAFF RECOMMENDED ACTION:

Make one appointments to a term expiring October 2022.

Executive Summary:

The Sustainability Commission consists of seven citizens and is responsible for recommending and coordinating activities in concert with the City of Flagstaff Sustainability Program. To accomplish this objective, the Commission will address the social, economic, and environmental considerations of meeting the needs of current and future citizens. Among the Commission's directives are the promotion of sustainable practices in all spheres of life and educating Flagstaff citizens.

There is currently one seat available due a resignation.

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 two applications on file for consideration by the Council, they are as follows:

- Paul Beier (new applicant)
- Bob Pauls (new applicant)

In an effort to reduce exposure to personal information the commission roster, applicant roster and applications will be submitted to the City Council separately.

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember McCarthy

Financial Impact:

These are voluntary positions and there is no budgetary impact to the City of Flagstaff.

Policy Impact:

Not applicable.

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

There is no Council goal that specifically addresses appointments to Boards and Commissions; however, boards and commissions 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 one Commissioner: By appointing one member at this time, the Sustainability Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.
- 2) Postpone the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the openings by Board members and City staff has occurred, informing others of these vacancies through word of mouth.

Attachments: Sustainability Commission Authority

CHAPTER 2-17 SUSTAINABILITY COMMISSION

SECTIONS:

- 2-17-001-0001 COMMISSION ESTABLISHED; ORGANIZATIONAL STRUCTURE
- 2-17-001-0002 PURPOSE; POWERS AND DUTIES

2-17-001-0001 COMMISSION ESTABLISHED; ORGANIZATIONAL STRUCTURE

A. Establishment of the Commission.

1. There is hereby created the Sustainability Commission (the "Commission"), which shall replace the Clean and Green Committee.
2. The membership of the Commission shall consist of seven (7) members. Members of the Commission shall be appointed by the City Council and shall represent the diverse interests and views of the community. The Commission shall be a working Commission, in which each member takes an active role in accomplishing the goals and objectives of the Commission. Members shall serve a term of three (3) years with no member appointed for more than two (2) full consecutive terms.
3. The Commission shall be responsible for electing a Chair and a Vice-Chair. The Chair shall act as public spokesperson for the Commission at public functions, shall serve as an ex officio member of all standing committees, shall appoint the Chair of all standing committees upon the advice and consent of the Commission, and shall perform other duties as required. The Vice-Chair shall act in the absence of the Chair. (Ord. 2014-28, Amended, 11/18/2014)

2-17-001-0002 PURPOSE; POWERS AND DUTIES

The purpose of this Commission shall be to continue the work initiated by the Clean and Green Committee and to further work with the City Council and the City Staff by recommending and coordinating activities as part of the Flagstaff Sustainability Program, the U.S. Mayors Climate Protection Agreement, and any future sustainability initiatives pursued by the City.

Subject to state law and the procedures prescribed herein, the Sustainability Commission shall have and may exercise the following powers, duties, and responsibilities:

A. The Commission shall work with City staff toward the development and implementation of the Flagstaff Sustainability Program. The issues addressed by this program may include, but not be limited to, the following:

1. Climate and air quality
2. Transportation
3. Energy
4. Solid waste and toxic substances
5. Water, wastewater, and stormwater
6. Sustainable building and purchasing practices
7. Sustainable economic development

B. The Commission shall work with the City staff toward the development and implementation of the U.S. Mayors Climate Protection Agreement and any future sustainability initiatives passed by the City Council.

C. The Commission shall work with the City Council in the development of initiatives linking the concepts of sustainability with economic development and affordability for the benefit of all community members.

D. The Commission shall promote the benefits of sustainable practices in all spheres of life and shall educate the public concerning such practices.

E. The Commission shall promote compliance with City ordinances concerning sustainability and environmental management.

F. The Commission shall encourage sustainable practices by individuals, groups, organizations, industrial and commercial enterprises, educational institutions, and government agencies.

(Ord. 2007-27, Amended 04/17/2007)

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Trace Ward, CVB Director
Date: 04/27/2022
Meeting Date: 05/03/2022



TITLE:

Consideration and Approval of Contract: Legends Entertainment District Marketing Agreement for advertising in downtown Phoenix on an electronic billboard, for a two year term at cost of \$78,000 per year.

STAFF RECOMMENDED ACTION:

Approve the Contract with the Legends District.

Executive Summary:

Approval of this Contract will continue our relationship with the Legends Entertainment District in downtown Phoenix in order to reach a highly targeted audience to inspire visitation, support our sustainability message and to promote our values of keeping our wild places wild and visiting responsibly.

Discover Flagstaff has cultivated a valuable relationship with the Legends Entertainment District where we have a 'lock' on one of the best out-of-home advertising locations in the area - right in front of Chase Field and along the walking path of millions of visitors to the area as well as downtown employees and residents. This location checks all of the boxes - the demographic is heavy on middle-class and affluent Arizona residents attending concerts, sporting events, restaurants and entertainment venues. Additionally, the placement is in a walking district with slow moving traffic and often experiences street closures right in front of it for events. This relationship has been cultivated since 2016 with lots of value-added placements in the area and a healthy discount on their regular pricing.

It's important to mention that this relationship has allowed us to message responsible visitation during the pandemic; promote our four seasons message; and our values on sustainability.

Discover Flagstaff has partnered with the Sustainability Division in the latest rendition of the out-of-home placement with a strong message of keeping our wild places wild, visiting responsibly, and sharing our mission to become a net neutral carbon destination.

This ongoing installation helps Discover Flagstaff provide a multi-faceted marketing program that includes print, digital, social and out of home. In order to market a destination successfully, we must have the message reaching all types of viewers on all platforms.

Financial Impact:

The advertising services that will be provided under this Contract is a part of a Discover Flagstaff effort focusing heavily on Arizona, Southern California, and direct-flight markets of the cities of Denver and Dallas to promote tourism in Flagstaff and facilitate a speedy economic recovery for all of the businesses and the employees of those businesses in Flagstaff that depend on tourism. Also, important is the recovery and growth of sales tax dollars generated by the tourism industry so the City can provide the services that we all want to provide.

This two (2) year contract has an annual cost of \$78,000. This amount is budgeted in the BBB-Tourism Fund in account number 053-07-214-0851-4-4271.

Policy Impact:

NONE

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

Priority Based Budget Key Community Priorities and Objectives

- **Environmental Stewardship** - This ad features and promotes our sustainable values in Flagstaff
- **Robust and Resilient Economy** - This is a key placement that will help us with our economic recovery and keeps us in front of our number one market

Carbon Neutrality Plan

- Discover Flagstaff has been working with Sustainability on the branding of this community value and the logo is on the ad placement

Regional Plan

- The ad placement support the Regional Plan's Mission:

The greater Flagstaff community embraces the region's extraordinary cultural and ecological setting on the Colorado Plateau through active stewardship of the natural and built environments. Residents and visitors encourage and advance intellectual, environmental, social, and economic vitality for today's citizens and future generations.

Has There Been Previous Council Decision on This:

Yes. Council has voted nearly unanimously to approve this agreement two times previously.

Options and Alternatives:

In 2021, Arizona was listed as the 4th fastest growing state, and averaged 269 daily new residents moving into the state in 2021 -- that's more than 98,000 new people that may not be aware of Flagstaff. Maricopa County was the #1 fastest growing US county. The current 2022 Metro Phoenix population is 4.6 M. It's important for Discover Flagstaff to continue to outreach to our largest target audience.

Background/History:

Discover Flagstaff has had a valuable relationship with management company of this entertainment district since 2016.

Key Considerations:

If not passed, we will lose this placement and it is sure to get picked up by another advertiser. We will also lose a valued audience that visit the DT Phoenix district which in turn could be a potential visitor or business partner for our future. Again, Phoenix is our largest target audience and we must continue to message to them safe and responsible visitation.

Expanded Financial Considerations:

Budget/Cost of the placement is \$78,000 annually - a minimum of 25% off from regular pricing

Additional value add:

No increase since the original ad placement in 2017

Legends district provides one complete vinyl change-out per contract term

Legends district provides other FREE placements with messaging of our choice in other parts of the district

Community Benefits and Considerations:

We get the opportunity to message our values around sustainability, visit responsibly, fire safety, snow safety, keeping our wild places wild - all while inspiring our number one target market to spend their money in our community and build their businesses in our city.

Community Involvement:

The Tourism Commission is in approval of the creative and placement.

Expanded Options and Alternatives:

NONE

Attachments: Legends Creative
 Contract
 Sole Source

Current Legends District ad placement:

[Legends Entertainment District | Phoenix, Arizona \(legendsphx.com\)](http://legendsphx.com)



**LEGENDS ENTERTAINMENT DISTRICT
MARKETING AGREEMENT**

This Legends Entertainment District Marketing Agreement (“Agreement”) is entered into as of _____, 2022 (“Effective Date”), between the City of Flagstaff, an Arizona municipal corporation, *dba* the Flagstaff Convention and Visitors Bureau (“City”), and Jefferson Street Signage District, LLC, an Arizona limited liability company, *dba* Legends Entertainment District (“Legends”).

RECITALS:

A. Legends serves as the entity which has the authority to develop, manage, sell, and maintain certain signage assets within a specific area of downtown Phoenix, Arizona known as the Legends Entertainment District (“District”), as shown on Exhibit A.

B. City desires to promote its tourism and business opportunities within the District.

AGREEMENT:

1. Term. The term of this Agreement will begin as of July 1, 2022, and end on June 30, 2024 unless sooner terminated or renewed as provided in this Agreement (“Term”). This Agreement may be renewed for up to two (2) additional two-year (2) terms by mutual written consent of the parties. City’s City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of City.

2. Advertising and Promotion. Subject to the terms and conditions hereof, City will receive the following advertising and promotion elements as set forth below and shown in Exhibit A:

Static Signage

Location	Description; Run Dates	Dimensions	Value	Costs
7(A)	Description: Static Spectacular – Illuminated. Advertising will be published on a continuous 24-hour basis during the run dates and is illuminated from dusk until dawn. Run Dates: July 1, 2022 – June 30, 2024	18’x84’	\$156,000.00	Legends will cover the cost of one (1) standard vinyl changeout at the rate of \$6,000.00 during the two (2) year term. Any other changeouts plus custom elements (i.e. embellishments) will be at City expense.

3. Payments.

(A) Amount and Billing. For the advertising and promotional rights described in this Agreement, City will pay Legends \$156,000.00, net of taxes and charges as set forth in Section 3(B) below. Payment will be made in two (2) equal installments of \$78,000.00 each on July 1, 2022 and July 1, 2023. Legends will invoice City thirty (30) days prior to all payment dates. At Legends’ option, any invoices remaining unpaid ten (10) days after the invoice date

will accrue interest at the rate of one and one-half percent (1.5%) per month. The payment obligations set forth in this Section 3 shall survive the termination or expiration of this Agreement.

(B) Taxes. Any and all taxes and other charges levied, assessed or otherwise due (other than income taxes of the Legends) in connection with the advertising, promotions, signage or other arrangements described herein by any federal, state, or local governmental authority will be paid by City. Any such taxes will be charged to City annually or on the invoices to be submitted to City.

4. Entire Agreement. This Agreement, including its Recitals, the Terms & Conditions, the City Specific Terms and Conditions, and any Exhibits attached hereto (all of which are incorporated herein by this reference), contains the entire agreement and understanding of the parties as to the matters contained in this Agreement, and it may not be amended except by a writing signed by all parties. There are no oral or written representations, agreements, understandings or circumstances which modify any of the provisions hereof. In the event of a conflict between this Agreement and any other agreement between the parties including, without limitation, City's issued insertion orders, invoices, affidavits, and/or any other documents arising from the advertising elements described herein, this Agreement shall control.

5. Duplicates; Counterparts. This Agreement shall be executed in duplicate, each of which may be executed in any number of counterparts, all of which, when taken together as a whole, shall constitute a single, binding instrument. Electronic copies of a fully executed Agreement shall be deemed an original.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the Effective Date.

City:

City of Flagstaff
an Arizona municipal corporation,
dba Flagstaff Convention and Visitors Bureau

By: _____
Paul Deasy, Mayor

Attest by:

Stacy Saltzburg, City Clerk

Approved as to form by:

City Attorney

Legends:

Jefferson Street Signage District, LLC,
an Arizona limited liability company,
dba **Legends Entertainment District**

By: _____
Blake Edwards
General Manager

LEGENDS ENTERTAINMENT DISTRICT MARKETING AGREEMENT

TERMS & CONDITIONS

1. General Advertising and Promotion Provisions.

(A) Legends Approval, Advertising Guidelines and Approval Procedure. The content of all advertising and promotions provided for herein is subject to Legends' approval. Legends reserves the right to refuse to display all or a portion of any advertising if Legends reasonably determines that the advertising fails to conform substantially with standards of quality advertising, conflicts with other advertising or agreements of Legends, is in bad taste, or is otherwise reasonably objectionable. City must submit all proposed advertising that it intends to use at least ten (10) calendar days before the intended use. Notwithstanding the foregoing, the final design and placement of all signage contemplated herein will be subject to normal governmental approval, including but not limited to, approval by the City of Phoenix.

(B) Cost of Signage; Upgrades/Changes of Signage. If applicable, Section 2 of the Agreement sets forth the party responsible for the cost of production/installation and modification of the signage. All signage work shall be performed by Legends. If City is responsible for the cost of the work, Legends will bill City at the cost set forth in Section 2 of the Agreement. Legends reserves the right to replace, upgrade or alter any signage contained in this Agreement; however, regardless of any upgrade or change, City will continue to receive the equivalent advertising exposure provided for in this Agreement.

2. Indemnification.

(A) City. City at its own expense will defend, indemnify and hold Legends (and its owners, partners, members, managers, officials, officers, employees and agents) harmless from all third-party claims, demands, suits, actions, proceedings, losses, fines, expenses, costs, and damages of every kind and description, including reasonable attorneys' fees and litigation expenses (collectively, "Claims"), which may be brought or made against or incurred by Legends, arising out of: (i) the use of any trademark, copyright or other intellectual property right arising out of, or connected with the signage, advertising or promotional materials; or (ii) the accuracy, character, form and subject matter of any signage, advertising or promotional materials, provided such signage,

advertising or promotional materials is in a form exactly as provided in writing by City.

(B) Mutual. The parties will each indemnify, defend and hold harmless each other (and their respective partners, members, managers, officials, officers, employees and agents) from all Claims made against or suffered by the other party because of or based upon the indemnifying party's (or its officers', managers', members', employees', agents', independent contractors' or promoters') misrepresentations, negligence, intentional act or omission, unlawful act or omission, or failure to perform any obligation under this Agreement.

(C) Party Obligations. Each party will give the other party prompt written notice of any claim or suit coming within the scope of these indemnities. Upon the written request of an indemnitee, the indemnitor will assume the defense of any claim, demand or action against the indemnitee and will permit the indemnitee, at the indemnitee's expense, to participate in the defense of the claim. Settlement by the indemnitee without the indemnitor's prior written consent, which will not be unreasonably withheld, will release the indemnitor from the indemnity as to the claim, demand or action so settled. Termination of this Agreement will not affect the continuing obligations of the parties as indemnitors under this Agreement.

3. Governing Law and Arbitration. This Agreement shall be governed and controlled by the substantive laws of the State of Arizona. Any and all disputes (except for a default by City for failure to timely make payments, which may, at Legends' option, be resolved by a court of competent jurisdiction) arising under this Agreement (including issues regarding the interpretation of any provision of this Agreement and determinations of whether any issue arising from or related to this Agreement is subject to arbitration) shall be resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association. Arbitration proceedings shall occur before a single arbitrator and take place in Phoenix, Arizona. The outcome of such arbitration proceedings shall be binding on the parties. If a party wishes to seek interim relief, whether affirmative or prohibitive, in the form of a temporary restraining order, preliminary injunction or other interim equitable relief concerning the

dispute, including, without limitation, provisional remedies, special action relief or stay proceedings in connection with special action relief, either before commencing or at any point in the arbitration proceedings concerning such dispute, such party may initiate the appropriate litigation to obtain such relief, which may be subject to and controlled by the ultimate decision in the arbitration proceedings. The prevailing party in any court or arbitration proceeding shall be entitled to recovery of reasonable attorney's fees and costs.

4. Default and Remedies.

(A) Default. If: (i) any party fails to pay any fees or other sums when due under this Agreement; (ii) any party fails to comply with or perform any of the provisions of this Agreement; (iii) City becomes insolvent; or (iv) a petition is filed by or against City under any foreign, federal or state statute (including, without limitation, Title 11 of the United States Code) for the benefit of creditors such as debt adjustment, liquidation, winding up, dissolution, reorganization or bankruptcy, or a custodian (as defined in 11 U.S.C. § 101), receiver or liquidator takes charge of any of City's property, whether by judicial appointment, agreement or operation of law; then such party will be in default of this Agreement. However, if the non-defaulting party is not precluded by law from issuing notice of the default, the defaulting party will have ten (10) days after written notice is given within which to cure the default.

(B) Legends' Remedies. If under Section 4(A) of these Terms & Conditions, a notice of default is not required or if notice is given and a default by City is not cured within the time provided, then (i) Legends will be excused from further performance under this Agreement; (ii) Legends may treat this Agreement as having been terminated as of the time of default; (iii) without further notice and with or without terminating this Agreement, Legends may remarket City's signage and other rights or otherwise mitigate damages; (iv) Legends may, without further notice or demand, declare any earned portion of the entire amount set forth in this Agreement that is unpaid (irrespective of the payment due date) immediately due and payable in either trade value or cash (at Legends' election); and (v) Legends may recover from City all losses and damages it suffers by reason of a default, including any costs of finding a substitute advertiser. In the alternative, at its option, Legends may continue this Agreement and recover all damages resulting from the default. City acknowledges that Legends has other available advertising and promotional inventory that Legends sells to other advertisers. City understands that, in

the event of a default by City, Legends may continue to sell other available inventory, and shall have no obligation to sell City's inventory first.

(C) City Remedies. If, under Section 4(A) of these Terms & Conditions, a notice of default is not required or if notice is given and a Legends default is not cured within the time provided, City may: (i) treat the Agreement as having been terminated as of the time of default and may be excused from further performance under this Agreement; or (ii) continue this Agreement and recover all damages resulting from the default. In no event shall Legends be liable or responsible for any lost income, profits or consequential damages of City or any person or entity.

5. Miscellaneous.

(A) Force Majeure. In the event Legends is unable to perform its obligations under this Agreement because of fire, the elements, mob, riot, national or local emergency, strikes, lockouts, failure of negotiations between broadcast parties, calamity, epidemic, war, terrorism, or for any other reason outside the control of Legends, at its option Legends may provide additional advertising, sponsorship, or promotional rights, provide City with a refund or rebate, or extend the Term to compensate City for lost rights. In no event will any such event constitute an event of default by Legends which would permit City to terminate this Agreement pursuant to Section 4(A) of these Terms & Conditions or otherwise.

(B) Independent Contractors. The parties are independent contractors and are solely responsible for the conduct of their respective employees and agents in connection with the performance of their obligations under this Agreement.

(C) Assignment. City will not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Legends. This Agreement inures to the benefit of, and is binding upon, the parties and their respective permitted successors and assigns. Legends may make a collateral assignment of its rights under this Agreement to a financial institution ("Lender"), and City consents to the grant by Legends to Lender of a first priority security interest in the interest of Legends under this Agreement. Upon foreclosure by Lender on Legends' interest in this Agreement, City consents to the transfer of Legends' right, title and interest in this Agreement (and related rights and interest) to Lender (or other party designated by Lender).

(D) Waiver. The delay or failure of a party to assert or exercise any right, remedy or privilege under this Agreement or to insist on strict and prompt performance of the covenants and agreements herein, does not constitute a waiver of any right, remedy, or failure to perform, nor will it be construed as a waiver or relinquishment of the party's right to later enforce the same according to its rights under this Agreement if there is a continuous or later default. No waiver is effective unless in writing, and then only in the specific instance for which it was given.

(E) Notice. Any notices, consents or approval required or permitted under this Agreement will be properly given if in writing, whether personally delivered, or forwarded by mail or overnight courier, postage prepaid, addressed to the following addresses (or such other addresses as may from time to time be designated in writing by each party):

To Legends:

Jefferson Street Signage District, LLC
Attn: Jason Rowley
201 East Jefferson Street
Phoenix, AZ 85004

and:

Jefferson Street Signage District, LLC
Attn: Blake Edwards
401 East Jefferson Street
Phoenix, AZ 85004

With a copy to:

Jefferson Street Signage District, LLC
Attn: Cullen Maxey
401 East Jefferson Street
Phoenix, AZ 85004

and:

Jefferson Street Signage District, LLC
Attn: Nona M. Lee
401 East Jefferson Street
Phoenix, AZ 85004

To City:

City of Flagstaff Convention and
Visitors Bureau
Attn: Trace Ward
211 West Aspen Ave.
Flagstaff, AZ 86001

(F) Time. Time is of the essence in this Agreement.

(G) Reservation of Rights. Legends reserves all rights hereunder which are not expressly granted to City.

(H) Authority. Each individual executing this Agreement on behalf of, or as representative for, a person, partnership, corporation or other entity represents that he or she is duly authorized to execute and deliver this Agreement on behalf of such person or entity and that this Agreement is binding upon such person or entity in accordance with its terms.

(I) Interpretation. The parties acknowledge and confirm that each of their respective attorneys has participated jointly in the review and revision of this Agreement and that it has not been written solely by counsel for one party. The parties hereto therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another.

(J) Severability. If any provision of this Agreement is determined to be illegal or unenforceable by an arbitrator, court or government agency of competent jurisdiction, this Agreement shall remain valid as though such provision had not been contained herein.

(K) League Governance. City acknowledges and agrees that this Agreement is subject to the rules, policies, and mandates of Major League Baseball and/or the National Basketball Association ("League Rules"). In the event the League Rules materially affect this Agreement, the parties shall negotiate in good faith for an appropriate remedy for City, consistent the remedies set forth in Section 5(A) of these Terms & Conditions.

END OF TERMS & CONDITIONS

CITY SPECIFIC TERMS AND CONDITIONS

1. **CANCELLATION FOR CONFLICT OF INTEREST (A.R.S § 38-511):** City may cancel the Agreement within three (3) years after its execution, without penalty or further liability to Legends.
2. **CREDIT:** Provided that City is not otherwise in default or breach of the Agreement, City will receive a credit if Legends is unable to publish the advertising.
3. **TAXES:** City is not responsible for payment of taxes unless separately stated in the invoice.
4. **CORRECTIONS:** Legends is responsible for notifying City in writing of any omissions, problems or defects in the advertising/publishing/broadcasting/media services provided as soon as Legends becomes aware of any such issue, and what Legends actions will be taken to remedy the situation.

END OF CITY SPECIFIC TERMS AND CONDITIONS

Exhibit A

(Location of Advertising and Promotion Elements)

Legends ENTERTAINMENT DISTRICT SIGNAGE SITE MAP



SITE MAP KEY

- STATIC SIGNAGE
- WINDOW GRAPHICS
- DIGITAL SIGNAGE
- CUSTOM SIGNAGE

CITY OF FLAGSTAFF
Purchasing Section

Special Procurement Justification (check applicable box below)

Divisions/Sections Requesting Sole Source, Proprietary, or Emergency Procurement Must Complete This Form

Sole Source Procurement Justification
 Proprietary Procurement Justification
 Emergency Procurement Justification

TO: Purchasing Section Buyer

PREPARER: Sabrina Beard

DIVISION/SECTION: EVD/CVB

DATE SUBMITTED: 3/28/2022

Is this a sole source procurement? "Sole Source" is defined as a product or service available from only one known source. Please answer the 4 questions below and attach all documentation and sign.

Is this a proprietary procurement? A proprietary specification restricts the acceptable product(s) or service(s) to one manufacturer or vendor. A common example would be specification by brand name which excludes consideration of approved "equals". Although all sole source specifications are proprietary, all proprietary specifications are not necessarily sole source. Proprietary items may be available from several distributors. If available, please attach a list of proprietary suppliers which might assist in expediting this procurement. Please answer the 4 questions below and attach all documentation and sign.

Is this an emergency procurement? "Emergency" is a threat to public health, welfare, or safety. Emergency procurements shall be made with such competition as is practicable under the circumstances. Please answer the 3 questions below and attach all documentation and sign.

City Policy is to maximize competition in the procurement process. Exceptions to competition (sole source/proprietary procurement/emergency) must be fully justified, documented, and pre-approved. The following is a list of questions which will substantiate a Sole Source, Proprietary or Emergency Procurement. It will help expedite processing if you provide thorough and sufficient detail when answering each of these questions. Please use additional sheets and attach all additional information to this form if necessary.

Sole Source/Proprietary Justification

1. Briefly, what is the scope of the project in which this product or service will be used.

CVB would like to enter a contract with The Legends Entertainment District, a special entitlement area in downtown Phoenix that allows for marketing executions unavailable anywhere else in the State. The CVB is requesting a renewal for an outdoor billboard located in downtown Phoenix to inspire and motivate Flagstaff visitation. The static board measures 18' x 84' and is strategically located to capture visitors and local residents alike delivering nearly 13.7 million annual impressions. The board is located in a premiere intersection at 4th Street and Jefferson, between Footprint Center (Phoenix Suns, high profile concerts and

2. Who is the identified vendor and why is this the only product or service that can meet the City's requirements? Uniqueness? Compatibility? Integral component? Availability? Delivery Date? If purchase qualifies as proprietary and there are multiple Distributors, why is this the only Distributor who can satisfy the City's purchasing request?

The Legends District offers the ability to deliver large-foot, high-impact and dynamic out of home messaging including unique opportunities for creative enhancements such as display extensions and multi-dimensional add-ons. This platform allows us to meet our marketing objectives via a unique display in a high density and energetic environment. Upon renewal, this board will permit Flagstaff a fluid and seamless continuation of an already existing Discover Flagstaff message.

3. Why is this vendor the only available source from which to obtain this product or service? You must provide clear and convincing evidence.

The Legends Entertainment District operates under special permits as granted by the City of Phoenix. These permits are exclusive to the area in which the Legends Entertainment District operates, and we would be unable to execute this same marketing program in the same area without the partnership of the Legends Entertainment District.

4. What efforts have been made to obtain the best price possible? Why do you feel this price is fair and reasonable?

The price that has been proposed represents a 25% discount from the established market rate. Also, we have negotiated for the vendor to cover certain production hard costs with an associated value of over \$15,000. The FY '23 -FY '24 price will remain the same as negotiated and contracted in FY '22. Please note these negotiations are only applicable to a two-year contract.

This justification is valid through

4/19/2025

(maximum 3 years)

Authorized Signature

4/19/22
Date

Printed Name

Title

Purchasing Section Buyer's Signature Date

4/19/22
Date

Printed Name

Title

Patrick Brown

Digitally signed by Patrick Brown
Date: 2022.04.19 14:27:36 -07'00'

Purchasing Director Signature

Date

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Trace Ward, CVB Director
Co-Submitter: Stacey Brechler-Knaggs
Date: 04/27/2022
Meeting Date: 05/03/2022



TITLE:

Consideration and Approval of Grant Agreements: Arizona Office of Tourism Visit Arizona Initiative Grants: 1) Marketing Grant in the amount of \$147,500.00; and 2) Marketing Regional Partnership Grant in the amount of \$192,500.00

STAFF RECOMMENDED ACTION:

Approve the two agreements with the Arizona Office of Tourism Visit Arizona Initiative:

1. Marketing Grant Agreement; and
2. Marketing Regional Partnership Grant Agreement

Executive Summary:

The federal Department of the Treasury issued the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds established under the American Rescue Plan Act. The Governor of Arizona authorized the Arizona Office of Tourism (AOT) to serve as the pass-through administrator of these funds. Funds are specifically for tourism related businesses; the grants are awarded via a competitive process and require matching value, which may be money, in-kind and/or third-party contributions.

Discover Flagstaff (the City of Flagstaff) applied for and was awarded the maximum allowable number of grants for a destination marketing organization, two (2):

1) A Marketing Grant in the the amount of \$147,500, to be spent on responsible tourism and sustainability efforts, which include: no leave no trace, pledge for the wild, snowplay, travel with a plan, be fire wise, and to become net neutral in carbon emissions.

2) A Marketing Partnership Grant in the amount of \$192,500, to be spent on promoting astro-tourism along with Lowell Observatory and Meteor Crater.

The agreements are for two years (November 11, 2021 to November 11, 2023). The City will be required to complete the work set forth in the approved proposals, and submit quarterly reports on expenditures.

Financial Impact:

The grants are contingent upon receipt of matching funds, in-kind and/or third party contributions.

The City of Flagstaff, Economic Vitality Division has budgeted funds and in-kind value (services and materials) necessary to meet its matching obligations.

The City, Lowell Observatory and Meteor Crater each will be providing one-third (1/3) of the matching obligation for the Marketing Regional Partnership Grant.

The grants will help us with our mission to educate, inspire and motivate travelers to participate in our tourism economy - driving new circulated money into the hands of business owners, their employees and their families. Additionally, the grants help pay for a whole host of City-managed programs for our community.

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

- Environmental Stewardship - Programming will be, in part, aimed at environmental stewardship
- Robust Resilient Economy - Programming will drive both newly circulated dollars and tax revenue.

Carbon Neutrality Plan

The scope of work to win the grant was specifically written to speak to our shared goal of carbon neutrality.

Regional Plan

The greater Flagstaff community embraces the region's extraordinary cultural and ecological setting on the Colorado Plateau through active stewardship of the natural and built environments. Residents and visitors encourage and advance intellectual, environmental, social, and economic vitality for today's citizens and future generations.

Has There Been Previous Council Decision on This:

No. This is a one and only opportunity.

Options and Alternatives:

1. Approve grant agreements; or
2. Do not approve grant agreements and forfeit grant funds.

Background/History:

The Department of the Treasury issued the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds established under the American Rescue Plan Act. The Governor of Arizona authorized Arizona Office of Tourism (AOT) to serve as the pass-through administrator of these funds. Funds are specifically for tourism related businesses; they are given out in a competitive process and are matching via money, in-kind and thrid-party.

Key Considerations:

Grants are awarded funds to help Flagstaff and the tourism industry thrive.

Community Involvement:

Lowell Observatory and Meteor Crater have participated in the application for the Marketing Regional Partnership Grant.

Attachments: Marketing Grant
 Partnership Grant
 Partnership Scope of Work Astrotourism
 Project Scope of Work Marketing Grant



**VISIT ARIZONA INITIATIVE (VAI) MARKETING GRANT AGREEMENT
NO. GR-ARPA-11112021-02-003**

Between the

**STATE OF ARIZONA
ARIZONA OFFICE OF TOURISM**

And the

CITY OF FLAGSTAFF ON BEHALF OF DISCOVER FLAGSTAFF

This Grant Agreement (“Agreement”) is entered into by and between the State of Arizona (the “State”), the Arizona Office of Tourism (“AOT”), located at 1110 W. Washington St., #155, Phoenix, AZ 85007 and City of Flagstaff on behalf of Discover Flagstaff (“City”) located at 211 W. Aspen Ave., Flagstaff, AZ 86001.

WHEREAS, A.R.S. § 41-101.01 authorizes the Office of the Governor to execute and administer contracts and is charged with the responsibility of administering the Coronavirus State and Local Fiscal Recovery Funds allocated to the State. The C.F.D.A. number for all activity pursuant to this agreement is 21.027.

WHEREAS, this Agreement is entered into under the authority of A.R.S. §41-2702-2703 and the solicitation waiver issued March 3, 2020 by the Arizona Department of Administration, which authorizes grant agreements.

THEREFORE, it is agreed that the AOT shall provide funding to City for services under the terms of this Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to authorize use and provide funds from the American Rescue Plan Act (“ARPA”) to City to support the tourism industry. The State was significantly impacted by COVID-19, resulting in lost revenue and related jobs. The Visit Arizona Initiative (VAI) Grant Program was created to provide recovery assistance to the State’s tourism industry and funding through this Agreement supports projects that will contribute to that effort.

Under this Agreement, services must be provided by City in compliance with the rules of the ARPA. The most current published rules can be found at: [Treasury’s Interim Final Rule](https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf); <https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall be effective November 11, 2021 and shall terminate on November 11, 2023, contingent upon funding.

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Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) calendar days prior to the termination date. AOT agrees that regardless of its termination date of this Agreement, City may use the funds distributed under this Agreement to pay for any unpaid services already provided pursuant to this Agreement or obligated prior to the termination date.

Amendments to this Agreement shall be made in writing signed by both parties.

III. DESCRIPTION OF SERVICES

City shall:

1. Utilize funding to support the approved efforts consistent with the funding provided by the State via the Visit Arizona Initiative (VAI) Grant Program.
2. Maintain an AOT approved tracking of total payments and report to AOT on metrics to be established through discussion between City and AOT as additional ARPA guidance becomes available.
3. Utilize the State's "The Grand Canyon State" logo on all project materials. The logo and the words "The Grand Canyon State" must be legible. Logos are available [HERE](#).

IV. MANNER OF FINANCING

AOT shall:

1. Provide to City \$147,500 upon execution of this Agreement, for costs associated with [services] activities referenced in Attachment A, City's Proposal, incorporated into this Agreement by this reference in its entirety.
2. Transfer any unused funding pursuant to this Agreement at the termination date back to AOT.
3. Use the C.F.D.A. No. is 21.027 for all activity associated with this Agreement.
4. Resolve any questions regarding the appropriate use of the funds by mutual written agreement between City and AOT; provided, that AOT has final say on the appropriate use of funds.

City shall:

1. Resolve questions regarding the appropriate use of the funds by mutual agreement between the City and AOT provided, that AOT has final say on the appropriate use of funds.
2. Use the C.F.D.A. No. is 21.027 for all activity associated with this Agreement.
3. Provide to AOT proof of funding match when requested.

V. REPORTING REQUIREMENTS

City shall submit quarterly programmatic and financial reports to AOT for all expenditures incurred under this Agreement. The report deadlines are set below.

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Q4 April 1 - June 30, 2022 (Report Due: July 1, 2022)

Q1 July 1 - September 30, 2022 (Report Due: October 3, 2022)



Q2 October 1 - December 31, 2022 (Report Due: December 30, 2022)

The format for these reports will be developed by AOT with input and direction from the Governor's Office to ensure proper reporting of quantifiable impact metrics as required under Federal guidance and per the executed Inter-State Agreement between AOT and the Governor's Office. Current metrics are based on U.S. Treasury's expenditure category "2.11 Aid to Tourism, Travel or Hospitality" but these may be adjusted and/or other metrics added as needed:

- A. Sector of employer
- B. Purpose of funds
- C. Impact of projects funded

VI. DOCUMENTS INCORPORATED BY REFERENCE

The State's Uniform Terms and Conditions V9_ (Rev 7-1-2013) are incorporated into this document as if fully set forth herein. Copies of the Uniform Terms and Conditions may be accessed [HERE](#). City warrants that it has read and understands the Uniform Terms and Conditions V9_ (Rev 7-1-2013) and agrees to be bound to those applicable provisions by them in their entirety. In the event of any divergence between this Agreement and the Uniform Terms and Conditions, this Agreement shall control.

VII. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of AOT under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by AOT at the end of the period for which funds are available. No liability shall accrue to AOT in the event this provision is exercised, and AOT shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

VIII. AUDIT

In accordance with A.R.S. § 35-214, City shall retain and shall contractually require each grant recipient and sub-contractor to retain all data, books and other records ("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 AOT at reasonable times. Upon request, City shall produce the original of any or all such records.

IX. CONFLICT OF INTEREST

In accordance with A.R.S. § 38-511, AOT may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of AOT, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the matter of the Agreement.

X. INDEMNIFICATION CLAUSE:

City shall indemnify, defend, save and hold harmless the State, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of City or any of its owners, officers, directors, agents, employees or sub-contractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of City 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 City from and against any and all claims. It is agreed that City recipient will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, City agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by City for the State.

This indemnity shall not apply if City or sub-contractor(s) is/are an agency, board, commission or university of the State.

XI. INSURANCE REQUIREMENTS PROFESSIONAL SERVICES:

City and sub-contractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by City, its agents, representatives, employees or sub-contractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State in no way warrants that the minimum limits contained herein are sufficient to protect City from liabilities that might arise out of the performance of the work under this Agreement by City, its agents, representatives, employees or sub-contractors, and City is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: City shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000

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- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the City”.**
- b. Policy shall contain a waiver of subrogation against the State, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of City.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

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

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of City, involving automobiles owned, leased, hired or borrowed by City”.**
- b. Policy shall contain a waiver of subrogation against the State, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of City.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of City.
- b. This requirement shall not apply to: Separately, each City or sub-contractor exempt under A.R.S. 23-901, and when City or sub-contractor executes the appropriate waiver (Sole Proprietor/Independent grant recipient) form.

4. Professional Liability (Errors and Omissions Liability)

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

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- a. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, City warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that 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 Agreement is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Agreement.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by City, even if those limits of liability are in excess of those required by this Agreement.
2. City's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by City shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Agreement in the insurance policies above shall require (30) days written notice to the State. Such notice shall be sent directly to **the Arizona Office of Tourism, 1110 W. Washington St., Suite 155, Phoenix, Arizona 85007** and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect City from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: City shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.

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All certificates required by this Agreement shall be sent directly to **the Arizona Office of Tourism, 1110 W. Washington St., Suite 155, Phoenix, Arizona 85007**. The State project/agreement number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

- F. SUB-CONTRACTORS:** City certificate(s) shall include all sub-contractors as insureds under its policies **or** City shall furnish to the State separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to the minimum requirements identified above.
- G. APPROVAL:** Any modification or variation from the insurance requirements in this Agreement shall be made by AOT in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Agreement amendment, but may be made by administrative action.
- H. EXCEPTIONS:** In the event City or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If City or sub-contractor(s) is/are a State agency, board, commission, or university, none of the above shall apply.

XII. OTHER

It is agreed that the parties to this Agreement have participated fully in the negotiation and preparation of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the negotiation and execution of the Agreement.

XIII. NOTICES

City shall address all notices relative to this Agreement to:

Lena Allen
Senior Community Affairs Manager
Arizona Office of Tourism
1110 W. Washington St., Suite 155, Phoenix, Arizona 85007
Email: lallen@tourism.az.gov

AOT shall address all notices relative to this Agreement to:

Stacey Brechler-Knaggs
Grants and Contracts Manager
Discover Flagstaff
211 W. Aspen Ave., Flagstaff, AZ 86001

ARIZONA

OFFICE OF TOURISM

Email: sknaggs@flagstaffaz.gov

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

**CITY OF FLAGSTAFF ON BEHALF OF
DISCOVER FLAGSTAFF**

THE ARIZONA OFFICE OF TOURISM

Greg Clifton
City Manager

Date

Debbie Johnson
Director

Date

Alix Skelpsa Ridgway
Director of Government & Community Affairs

Date

AOT Grant Review:



**VISIT ARIZONA INITIATIVE (VAI) MARKETING GRANT AGREEMENT
NO. GR-ARPA-11112021-02-004**

Between the

**STATE OF ARIZONA
ARIZONA OFFICE OF TOURISM**

And the

CITY OF FLAGSTAFF ON BEHALF OF DISCOVER FLAGSTAFF

This Grant Agreement (“Agreement”) is entered into by and between the State of Arizona (the “State”), the Arizona Office of Tourism (“AOT”), located at 1110 W. Washington St., #155, Phoenix, AZ 85007 and City of Flagstaff on behalf of Discover Flagstaff (“City”) located at 211 W. Aspen Ave., Flagstaff, AZ 86001.

WHEREAS, A.R.S. § 41-101.01 authorizes the Office of the Governor to execute and administer contracts and is charged with the responsibility of administering the Coronavirus State and Local Fiscal Recovery Funds allocated to the State. The C.F.D.A. number for all activity pursuant to this agreement is 21.027.

WHEREAS, this Agreement is entered into under the authority of A.R.S. §41-2702-2703 and the solicitation waiver issued March 3, 2020 by the Arizona Department of Administration, which authorizes grant agreements.

THEREFORE, it is agreed that the AOT shall provide funding to City for services under the terms of this Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to authorize use and provide funds from the American Rescue Plan Act (“ARPA”) to City to support the tourism industry. The State was significantly impacted by COVID-19, resulting in lost revenue and related jobs. The Visit Arizona Initiative (VAI) Grant Program was created to provide recovery assistance to the State’s tourism industry and funding through this Agreement supports projects that will contribute to that effort.

Under this Agreement, services must be provided by City in compliance with the rules of the ARPA. The most current published rules can be found at: [Treasury’s Interim Final Rule](https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf); <https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>.

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ARIZONA

OFFICE OF TOURISM

Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) calendar days prior to the termination date. AOT agrees that regardless of its termination date of this Agreement, City may use the funds distributed under this Agreement to pay for any unpaid services already provided pursuant to this Agreement or obligated prior to the termination date.

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3. Utilize the State's "The Grand Canyon State" logo on all project materials. The logo and the words "The Grand Canyon State" must be legible. Logos are available [HERE](#).

IV. MANNER OF FINANCING

AOT shall:

1. Provide to City \$192,500 upon execution of this Agreement, for costs associated with [services] activities referenced in Attachment A, City's Proposal, incorporated into this Agreement by this reference in its entirety.
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The format for these reports will be developed by AOT with input and direction from the Governor's Office to ensure proper reporting of quantifiable impact metrics as required under Federal guidance and per the executed Inter-State Agreement between AOT and the Governor's Office. Current metrics are based on U.S. Treasury's expenditure category "2.11 Aid to Tourism, Travel or Hospitality" but these may be adjusted and/or other metrics added as needed:

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X. INDEMNIFICATION CLAUSE:

City shall indemnify, defend, save and hold harmless the State, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of City or any of its owners, officers, directors, agents, employees or sub-contractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of City 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 City from and against any and all claims. It is agreed that City recipient will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, City agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by City for the State.

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City and sub-contractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by City, its agents, representatives, employees or sub-contractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State in no way warrants that the minimum limits contained herein are sufficient to protect City from liabilities that might arise out of the performance of the work under this Agreement by City, its agents, representatives, employees or sub-contractors, and City is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: City shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000

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- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the City”.**
- b. Policy shall contain a waiver of subrogation against the State, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of City.

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Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

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

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of City, involving automobiles owned, leased, hired or borrowed by City”.**
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Workers' Compensation	Statutory
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Each Accident	\$ 500,000
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Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of City.
- b. This requirement shall not apply to: Separately, each City or sub-contractor exempt under A.R.S. 23-901, and when City or sub-contractor executes the appropriate waiver (Sole Proprietor/Independent grant recipient) form.

4. Professional Liability (Errors and Omissions Liability)

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

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- a. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, City warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that 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 Agreement is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Agreement.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by City, even if those limits of liability are in excess of those required by this Agreement.
2. City's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by City shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Agreement in the insurance policies above shall require (30) days written notice to the State. Such notice shall be sent directly to **the Arizona Office of Tourism, 1110 W. Washington St., Suite 155, Phoenix, Arizona 85007** and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect City from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: City shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.

ARIZONA

OFFICE OF TOURISM

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- F. SUB-CONTRACTORS:** City certificate(s) shall include all sub-contractors as insureds under its policies **or** City shall furnish to the State separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to the minimum requirements identified above.
- G. APPROVAL:** Any modification or variation from the insurance requirements in this Agreement shall be made by AOT in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Agreement amendment, but may be made by administrative action.
- H. EXCEPTIONS:** In the event City or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If City or sub-contractor(s) is/are a State agency, board, commission, or university, none of the above shall apply.

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XIII. NOTICES

City shall address all notices relative to this Agreement to:

Lena Allen
Senior Community Affairs Manager
Arizona Office of Tourism
1110 W. Washington St., Suite 155, Phoenix, Arizona 85007
Email: lallen@tourism.az.gov

AOT shall address all notices relative to this Agreement to:

Stacey Brechler-Knaggs
Grants and Contracts Manager
Discover Flagstaff
211 W. Aspen Ave., Flagstaff, AZ 86001

ARIZONA

OFFICE OF TOURISM

Email: sknaggs@flagstaffaz.gov

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

**CITY OF FLAGSTAFF ON BEHALF OF
DISCOVER FLAGSTAFF**

THE ARIZONA OFFICE OF TOURISM

Greg Clifton
City Manager

Date

Debbie Johnson
Director

Date

Alix Skelpsa Ridgway
Director of Government & Community Affairs

Date

AOT Grant Review:

Visit Arizona Initiative Marketing Grant

Northern Arizona Astrotourism

January 2022 – December 2023

PARTNERS

Discover Flagstaff

Lowell Observatory

Meteor Crater

SCOPE OF WORK

The partners will create and manage a two-year campaign promoting Northern Arizona Astrotourism. The partners will meet periodically throughout the project to track metrics and strategize additional opportunities to promote the campaign. Two main marketing efforts will help achieve the project goals:

Digital Media Placement

Display banners, native ads, and video advertisements will be distributed on Google, YouTube, and Facebook, targeting in-market and out-of-market tourists to promote Flagstaff as an astrotourism destination and to position Lowell Observatory and Meteor Crater as major points of interest. In-Market Tourists are defined as new devices within a 100-mile radius of Flagstaff. Out-of-Market Tourists are defined as adults 18+ who are planning or have booked a trip to Northern Arizona, with targeted segments including travel history, travel bookings, travel sites visited, travel search behavior, past credit card purchase data, search keywords, audience contextual data, and social media data.

Audio/Visual

Lowell Observatory, Meteor Crater, and Discover Flagstaff will collaborate on a content media plan with a videographer to create a continuing series of high-impact promotional videos to position northern Arizona and Flagstaff as an astrotourism destination. A total of five videos will be disseminated on digital media advertisements throughout Google, YouTube, and Facebook, and will be displayed on the landing page created for digital advertisements on flagstaffarizona.org. These videos will include daytime and nighttime drone and steadicam scenery footage of Flagstaff, Lowell Observatory, and Meteor Crater; and footage of guests engaging with telescopes, exhibits, and nature.

These two marketing elements will be deployed over two years at a cost of \$10,000 per month.

Visit Arizona Initiative Marketing Grant

Sustainable Tourism

January 2022 – December 2023

SCOPE OF WORK

The Discover Flagstaff Team will create programming to Inspire outdoor enthusiasts and leisure customers from key demographics and psychographics to enjoy our natural wonders while engaging in our community's sustainability values and net neutral carbon footprint goal. Eyes on impressions will be a key measurable along with time on site, page views, click-throughs and other attributions. Messaging will include: winter safety, fire-awareness, Pledge for the Wild program, carbon footprint, leave not trace, park the car and walk or ride a bike, trails initiatives, dark skies preservation, and more...

Digital/print Media Placement

Display banners, native ads, video, advertorial, social media, earned media, out-of-home, and more will be distributed and served on a variety of consumer platforms. Search engine marketing will be enlisted to drive eyes on impression to sustainability content on our owned media platforms.

Audio/Visual

Local talent will be employed to create monthly video segments to be aired on Youtube and owned platforms bolstering our wild places and our values as a community.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Matt Kakert, IT Operations Manager
Co-Submitter: Paul Santana
Date: 04/27/2022
Meeting Date: 05/03/2022



TITLE:

Consideration and Approval of Contract: Cooperative Purchase Contract with vCORE Technology Partners, LLC in the amount of \$58,491.73, plus applicable taxes, for VMWare software licensing and migration support.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with vCORE Technology Partners, LLC in the amount of \$58,491.73, plus applicable taxes, for the purchase of VMWare software licensing and migration support; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Cooperative Contract Purchase of this VMWare software and migration support is necessary to upgrade and migrate the software of the City's primary infrastructure management system. The previous infrastructure management system has been in use for years, but as the City environment has expanded, the City has outgrown it. Due to this, the City has experienced stability issues. The current support software is not robust enough to help troubleshoot infrastructure issues. The Cooperative Contract Purchase will allow the City to have better stability and better software support for the City's critical server infrastructure.

The Cooperative Purchase Contract with vCORE includes a requirement that the vendor assist with migration. vCORE will also be assisting with planning the environment to conform to industry best practices and tailor the deployment to the City's environment.

Financial Impact:

One-time cost of \$55,329.71, plus applicable sales tax. This cost has been budgeted in Information Technology Section 001-01-014-0040-1-4231 for FY 2022.

Policy Impact:

None.

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

Strategic Plan: Provide Exceptional Service: Provide employees tools, training and support.

Previous Council Decision on This:

None.

Options and Alternatives:

1. Approve the Cooperative Purchase Contract with vCORE for software licensing and migration support; or
2. Do not approve this software purchase and direct staff how to proceed. Because the current software has been causing unplanned downtime, this alternative creates a risk of future and more impactful downtime events.

Background/History:

The City has experienced stability issues with existing systems due to growth within the City. The current software support contract is limited which makes troubleshooting issues difficult. Most peer community partners have already moved to this new VMWare platform.

Purchasing staff identified the State of Arizona competitive and open procurement #AZSPO15-093839 that resulted in contract #ADSPO16-098163 with Dell Marketing, L.P. for software licensing and migration support. vCORE Technology Partners, LLC is a subcontractor under that State contract.

Key Considerations:

The software, support, and setup assistance are being purchased through designated vendors under Arizona State - State Procurement Office cooperative purchasing contract (ADSPO16-098163).

Expanded Financial Considerations:

Ongoing software maintenance and support has been planned and budgeted from according Information Technology budgets, after the included three (3) years.

Community Benefits and Considerations:

None.

Community Involvement:

None.

Expanded Options and Alternatives:

None.

Attachments: [Cooperative Purchase Contract](#)
 [Exhibit A - Vendor Quote](#)
 [Exhibit B - Agency Cooperative Contract](#)
 [Exhibit B - vCore Sub Addition](#)
 [Exhibit B - Contract Extension](#)

COOPERATIVE PURCHASE CONTRACT

Contract No. 2022-130

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 vCORE Technology Partners, LLC, a California limited liability company ("Contractor").

RECITALS:

- A. The State of Arizona conducted a competitive and open procurement process through Request for Proposal Solicitation #AZSPO15-093839 that resulted in Contract #ADSPO16-098163 with Dell Marketing, L.P. ("Agency Contract"); and
- B. Contractor is an approved subcontractor 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:

VMWare Software Licensing & Mitigation Support

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 **fifty-eight thousand four hundred ninety-one dollars and seventy-three cents (\$58,491.73) in addition to applicable 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.
8. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Matt Kakert
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
mkakert@flagstaffaz.gov
Phone: 928-213-2822

To Contractor:

Jeff Alighieri
vCore Technology Partners
1355 N. Scottsdale Road, Suite 140
Scottsdale, AZ 85257
jeff.alighieri@vcoretec.com

With a copy to:

Brian Eilerts
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
brian.eilerts@flagstaffaz.gov
Phone: 928-213-2275

With a copy to:

(SIGNATURES ON FOLLOWING PAGE)

CONTRACTOR:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to Proceed issued: _____, 20__

EXHIBIT A

QUOTE (attached)

EXHIBIT B
AGENCY CONTRACT

Agency contract & additional documentation

1. Solicitation Offer and Acceptance/Terms and Conditions #AZSPO
2. Contract Amendment 4: vCORE Technology subcontractor addition
3. Contract Amendment 10: Contract Extension to July 31, 2022

VMware Licenses & Services (3YR)

Quote #012169 v1

Prepared For:

City of Flagstaff

Matt Kakert
211 W. ASPEN AVE.
FLAGSTAFF, AZ 86001

P:

E: MKakert@flagstaffaz.gov

Prepared By:

vCORE Technology Partners

Jeff Alighieri
1355 N SCOTTSDALE ROAD STE 140
SCOTTSDALE, AZ 85257

P:

E: jeff.alighieri@vcoretec.com

Date Issued:

04.06.2022

Expires:

05.04.2022

VMWare licensing for 3 hosts

Item	Qty	Description	Price	Ext. Price
AB525719	1	DTA VMW SSS VMW VSPR7 ENT PLUS ACLTN 6 PRCSR 3YR	\$18,675.31	\$18,675.31
AB525718	1	DTA VMW VSPR7 ENT PLS ACLTN KT 6 PRCSR DR	\$20,604.40	\$20,604.40
Subtotal				\$39,279.71

VMWare migration services

Item	Qty	Description	Price	Ext. Price
* vCORE Professional Services	1	Design Network and VMWare environment	\$16,050.00	\$16,050.00
Subtotal				\$16,050.00

Estimated Tax

Item	Qty	Description	Price	Ext. Price
TAX	1	Estimated Combined Tax	\$3,162.02	\$3,162.02
Subtotal				\$3,162.02

Quote Summary	Amount
VMWare licensing for 3 hosts	\$39,279.71
VMWare migration services	\$16,050.00
Estimated Tax	\$3,162.02
Total:	\$58,491.73

State of Arizona State Contract ADSP016-098163; Dell NASPOValue Point Participating Addendum for Arizona MNWNC-108;WN01AGW; C000000009987

This Proposal shall be replaced by a formal Purchase Order issued by the Customer within 10 business days.

Purchase Orders must be delivered via email to: orders@vcoretec.com.

If a fully executed Master Sales Agreement exists between the Parties, this Proposal shall be deemed to be a Schedule to such Agreement and subject to terms and conditions contained therein. Otherwise, the following terms and conditions shall apply:

Payment Terms: Net 30 days from Invoice date subject to finance charges of 1.5% per month for late payments. Sales Tax: Customer is responsible for all sales and/or use taxes that may be associated with this transaction regardless of when assessed by taxing authorities. Invoices may include applicable sales taxes unless Customer provides valid and acceptable exemption certificates. Freight: Invoicing will reflect freight charges which may not be reflected in this proposal. Partial Invoicing - vCORE shall be allowed to invoice Customer for any services rendered or equipment shipped by the end of each month regardless of overall completion status of this Proposal. Legal Disputes - This agreement shall be governed by the laws of the State of Arizona and all disputes resolved via arbitration.

This agreement can only be modified in writing signed by both Parties.

Acceptance	
vCORE Technology Partners	City of Flagstaff
_____ Jeff Alighieri Signature / Name 04.06.2022 Date	_____ Matt Kakert Signature / Name 04.08.2022 Date
	MRK Initials



**NASPO Value Point Computer Hardware Including
Peripherals and Associated Services**

**State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007**

Arizona Participating Addendum

Contract No. ADSPO15-093839

Contractor: Dell Marketing L.P.

In accordance with A.R.S. §41-2632, AAC R2-7-1002, Cooperative Purchasing, the following document shall relay all additional requirements for the State of Arizona in its use and participation in the NASPO Value Point contract for Computer Hardware, Peripherals and Associated Services, as awarded by the State of Minnesota, Lead State, for this competitively procured contract.

Contractors are strongly encouraged to read this document in its entirety. All requirements stated within this document are allowable under any respective Master contract, and shall be viewed as such. Any attempt to modify or change this document without consent from the State of Arizona shall result in the nullification of this contract.



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State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

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Offer and Acceptance

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax License No.:

07 428149-A

Federal Employer Identification No.:

E-mail: Amy_Ivy@Dell.com

Phone: 512-723-6201

Fax:

Digitally signed by Amy Ivy
DN: cn=Amy Ivy, o=Dell, ou,
email=Amy_Ivy@Dell.com, c=US
Date: 2015.07.07 10:52:59 -05'00'

Dell Marketing, L.P.

Company Name

One Dell Way

Address

Round Rock

TX

78682

City

State

Zip

Signature of Person Authorized to Sign Offer

Amy Ivy

Printed Name

Contracts Manager

Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No.

ADSP015-093839

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this

17th day of July 2015

[Signature]
Procurement Officer



Scope of Work

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP015-093839**
Description: **Computer Hardware including Peripherals and Associated Services**

1. Introduction

The State of Arizona, its Agencies, Boards and Commissions (State), as well as authorized Cooperative Members, have an ongoing requirement for the products and services as described herein. This NASPO Value Point Participating Addendum (PA) is developed by and for the State of Arizona. This PA is based on the award of a competitively solicited procurement, performed in concert with NASPO Value Point and the State of Minnesota.

2. Background

In 2014, the State of Minnesota competitively solicited offers from national and regional Contractors for the provision of computer hardware and associated services. Specifically, the categories of equipment are; Desktops, Laptops, Tablets, Servers and Storage. The result of this procurement was the award of thirty-two (32) Master contracts that became effective on April 1, 2015. Per the procedure outlined on the NASPO Value Point website and other materials, an interested participating state, must develop a Participating Addendum (PA) with the Contractors of their choosing.

The Participating Addendum (PA) must adhere to the requirements of the Master Contract as awarded and negotiated by the State of Minnesota. However, each individual PA may stipulate specific requirements, such as terms and conditions and other contract features are mandated or desired by each participating State.

3. State of Arizona Requirements

The State of Arizona shall engage various Contractors through the PA process and award. For this particular PA, the Contractor shall be: **Dell Marketing L.P.** As per award, the Contractor shall provide the following equipment as specified in the Master Contract **MNWN-108**: Desktops, Laptops, Tablets, and Servers including accessories/peripherals and associated services.

For clarity, the definitions as used in the Master Contract shall be used, but have been modified for this PA. The definitions are as follows:

Desktop – A personal computer intended for regular use at a single location. Typically comes in several units connected together during installation: (1) processor, (2) display monitor, (3) input devices, ie., keyboard and mouse. **Desktop virtualization endpoints such as zero and thin clients shall also be included if available from this Contractor.**

Laptop – Is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. This Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under this Band.

Peripherals – A peripheral means any hardware product that can be attached to or added within or networked with computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. **Peripherals are defined as including accessories.** Peripherals may be manufactured by a third party, however, Contractor shall not offer any peripherals manufactured by another Contracted Supplier holding a Master Agreement. The Contractor shall provide the warranty service and maintenance for all peripherals.

Accessory – Accessories do not extend the functionality of the computer, but enhances the user experience i.e. mouse pad, monitor stand. **For the purposes of this proposal accessories are considered peripherals.**

Tablet – A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. **Tablet band shall include notebooks, ultrabooks, and netbooks that are touchscreen capable.**



Scope of Work

State of Arizona
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Contract No; **ADSP015-093839**
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Services – Broadly classed as installation/de-installation, maintenance support, *minimal operation training*, migration, and optimization of products offered or supplied. These types of services shall include the following:

- A. Warranty Services;
- B. Equipment Maintenance;
- C. Installation, and De-installation;
- D. Factory Integration (software or equipment components);
- E. Asset Management;
- F. Pre-Implementation Design;
- G. Disaster Recovery Planning and Support; and
- H. Equipment Operation Training

4. Participating Addendum Allowances and Restrictions

This PA shall allow and restrict the following:

- A. Any network equipment that may include, routers, switches, security components, telephony, cabling other networking devices is not allowed as a separate purchase. The network component must be a part of the total equipment solution.
- B. The only allowable software is operating system software and is subject to equipment configuration limits. Commercial off-the shelf (COTS) application software is not allowed;
- C. Software must be pre-loaded or provided as an electronic link with the initial purchase, exception is noted immediately below;
 - C1. Software such as middleware which is not installed on the equipment but is related to storage and server equipment purchased, is allowed and may be procured after the initial purchase of the equipment,
- D. Services must be related to the equipment. No additional professional services, such as consulting, regardless of length of engagement, is allowed;
- E. Wireless phone and internet service is not allowed;
- F. Cellular equipment and accessories are not allowed;
- G. Cloud services including acquisitions structured as managed on-site services are not allowed;
- H. Managed Print Services is not allowed
- I. Hosting Services are not allowed;
- J. Software training, or any other training other than equipment operation training, is not allowed;



Scope of Work

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Description: **Computer Hardware including Peripherals and Associated Services**

- K. Employee Purchase Programs are not allowed in this PA; and
- L. Trade-In and Recycle Programs or offerings are not allowed in this PA.

5. Leasing and Rental Options

Leasing and rental options are allowable for the acquisition of the awarded equipment, if the Contractor provides this option. A Master Lease or Master Rental Agreement will not be negotiated by the State. Each Eligible Agency or Ordering Entity who chooses to pursue either method, shall be responsible for the review, possible negotiations, and signature on any leasing or rental documents. Additionally, it shall be clear that the Eligible Agency or Ordering Entity has the final financial responsibility. The following shall apply to all State agencies, boards and commissions. All cooperative members shall seek guidance from their internal Finance Department for applicability:

- A. Capital and operating lease agreements, as well as straight rental agreements, between the Contractor and any Eligible Agency or Ordering Entity are allowable under this Contract.
 - 1. Capital leases are those agreements which transfer title or ownership of the leased property at the end of the lease or contain a provision for a bargain purchase option; and
 - 2. Operating leases are those agreements where agencies do not obtain title to or ownership of, only the temporary possession and use of, the leased property.
- B. In the event of a conflict between the provisions of a lease agreement and Contract terms and conditions, the Contract terms and conditions shall prevail.
- C. Any State entity entering into a lease agreement as allowed herein shall follow the policies outlined in the State of Arizona Accounting Manual. Any questions as to the State's policy should be directed to the ADOA General Accounting Office. Inquiries can be sent via email to gaopolicy@azdoa.gov.
- D. To ensure compliance with Article 9, Section 5 of the State of Arizona Constitution, installment purchase agreements, or those agreements where title to the property is transferred to the lessee at the inception of the agreement, shall be prohibited under this contract.

6. Configuration Limits

The dollar limits below are based on a single computer configuration. This is not a restriction on the purchase of multiple configurations. Example – an entity may purchase 10 laptops at \$10K each for a total purchase price of \$100K. Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit on the equipment.

Servers	\$750,000
Storage	\$1,000,000
Desktops	\$10,000
Laptops	\$10,000
Tablets	\$5,000
Peripherals	\$25,000



Scope of Work

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7. Reporting

At a minimum the Contractor shall provide sales reports as outlined in the Master contract and sample Participating Addendum, as provided by NASPO Value Point. Sales reports will only be requested as needed by either the State or any Ordering Entity. More importantly for this PA, is Contractor's compliance to Item 8, Administrative Fee and Usage Reports as stated in the Special Terms and Conditions of this document.

8. ePEAT

The State of Arizona has not waived this requirement. At a minimum the Contractor shall be ePEAT Bronze compliant.

9. Utilization of Partners

The Contractor may offer partners to provide additional services in support of this contract. The partners may provide the following:

- A. Marketing and Sales;
- B. Product Fulfillment;
- C. Customer Service;
- D. Expediting Services; and
- E. Administrative Services;
 - E1. Purchase Order Acceptance, and
 - E2. Accounts Receivable

If the Contractor chooses to allow partners to provide administrative services as noted above, Contractor has the responsibility to vet or ensure the partners capabilities including their financial systems and business processes to accept and process contract obligation and financial documents timely and accurately. The ultimate responsibility for the performance of these partners, rests with the Contractor. The State or any Ordering Entity shall not be obligated or forced to utilize a partner or partners.

Contractor may provide up to ten (10) partners. Contractor may remove and add partners within the contract term, as long as the State receives timely notification of these changes. All notifications shall be in writing. At a minimum, the notification shall include:

- A. The name of the Partner;
- B. Address;
- C. Contact Name(s);
- D. Phone and Email Contact Information; and
- E. Description of the Services they will provide.



Scope of Work

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10. Current Product and Pricing Schedules

The Contractor is responsible to ensure that any changes made to the Product and Pricing Schedules are current and are accurate. It is required that the Contractor provide a Product and Pricing Schedule update to the State for each update provided to the NASPO Value Point Lead State. Notification regarding any changes shall be made in writing within thirty (30) days of when notification was provided to the NASPO Value Point Lead State.

11. Website Ordering or Punch-Out Capabilities

The State reserves the right to work with the Contractor at a later date, to initiate and implement a web enabled ordering mechanism, including a punch-out feature into the State's e-procurement system, ProcureAZ.

12. Ordering Instruments

Any order for equipment, or services, shall be placed with the Contractor or their approved Partner by either a valid purchase order or a government/commercially sponsored procurement card (P Card). Private and or individual credit may not be accepted.

Any credit card processing fees that may be imposed by the Contractor shall be listed as a separate line item on any invoice. The imposition of processing fees should be carefully considered by the Contractor and should not exceed the following:

- A. For transactions of \$25,000.00 or less, the Contractor may not charge a credit card fee; and
- B. For transactions greater than \$25,000.00, the Contractor may charge a credit card fee that shall not exceed 2.5%.



Special Terms and Conditions

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Contract No: **ADSP015-093839**
Description: **Computer Hardware including Peripherals and Associated Services**

1. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona intends to establish a Contract for the materials or services as listed herein.

2. Term of Contract

The term of the resultant Contract shall be effective the date specified on the Offer and Award or Signature page and shall remain in effect unless terminated, cancelled, or extended as otherwise provided herein. The initial first year term shall be July 1, 2015 to March 31, 2017 in order to coincide with the NASPO ValuePoint Master Contract.

3. Contract Extensions

The Contract term is for the stated period subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years.

4. Master Contract and Participating Addendum Order of Precedence

As stated in the Participating Addendum of record, as posted on the NASPO Value Point website, the contract order of precedence for this PA is as follows:

- 4.1 State of Arizona Participating Addendum;
- 4.2 Minnesota NASPO ValuePoint Master Agreement;
- 4.3 The Solicitation including all Addendums; and
- 4.4 Contract Vendors response to the Solicitation

5. Non-Exclusive Contract

This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

6. Eligible Agencies

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).



Special Terms and Conditions

State of Arizona
State Procurement Office
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Contract No: **ADSP015-093839**
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7. Estimated Quantities

The State anticipates considerable activity resulting from contract(s) that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential Contractor.

8. Administrative Fee and Usage Reports

Method of Assessment. At the completion of each quarter, the Contractor reviews all sales under their contract in preparation for submission of their Usage Report. The Contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. An updated list of State Purchasing Cooperative members may be found at: <https://spo.az.gov/state-purchasing-cooperative>. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option. The Contractor shall summarize all sales, along with all assessed Administrative Fee amounts within their Usage Report, including total amounts for the following:

- 8.1 Total sales receipts from State agencies, boards and commissions;
- 8.2 Total sales receipts from members of the State Purchasing Cooperative; and
- 8.3 Total Administrative Fee amount based on one percent (1.0%) of the sales receipts from members of the State Purchasing Cooperative.

Submission of Reports and Fees. Within thirty (30) days following the end of the quarter, the Contractor submits their Usage Report and if applicable, a check in the amount of one percent (1%) of their sales receipts from members of the State Purchasing Cooperative, to the Department of Administration, State Procurement Office. Contractors are required to use the State's current report templates unless you have authorization from your contract officer to use a different format. You need to complete Form 799, which is a cover letter that gives the totals of your transactions; and Form 801, which is an Excel spreadsheet that details your transactions. Sales to state agencies and the cooperative members are to be totaled separately. The most current forms can be downloaded at <https://spo.az.gov/statewide-contracts-administrative-fee>.

The submission schedule for Administrative Fees and Usage reports shall be as follows:

FY Q1, July through September	Due October 31
FY Q2, October through December	Due January 31
FY Q3, January through March	Due by April 30
FY Q4, April through June	Due by July 31

Usage Reports and any questions are to be submitted by email to the state's designated usage report email address: usage@azdoa.gov

Administrative Fees shall be made out to the "State Procurement Office" and mailed to:

**Department of Administration
General Services Division
ATTN: "Statewide Contracts Administrative Fee"
100 N. 15th Avenue, Suite 202
Phoenix, AZ 85007**



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The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

9. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

10. Authorization to Purchase

Authorization for the purchase of equipment or services shall be made only upon the issuance of a Purchase Order or a government/commercial procurement card/credit card. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform up to the amount on the Purchase Order or the accepted quotation document. The State shall not have any legal obligation to pay for goods or services in excess of the amount indicated on the Purchase Order or accepted quotation document. No further obligation for payment shall exist unless:

- 10.1 The Purchase Order is changed or modified with an official Change Order, and/or
- 10.2 An additional Purchase Order is issued for the purchase of good and services under this Contract.

11. Invoicing

All billing notices or invoices shall be sent to the agency whose address appears on the contract release order/purchase order as the 'bill to address' and should contain, at a minimum, the information listed below.

- 10.1 The contract number, as applicable, the Task Order number, and the contract release/purchase order number;
- 10.2 Name and address of the contractor;
- 10.3 The Contractor's remittance address;
- 10.4 Contractor's representative to contact concerning billing questions;
- 10.5 Contractual payment terms;
- 10.6 Applicable taxes; and
- 10.7 Description of work products delivered.

12. Compliance with Applicable Laws - Negotiated

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 licenses and permit requirements. Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract.



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Contractor represents that any Dell-branded products provided through this Contract shall be free of viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Materials, collect unlawful personally identifiable information on users or prevent the Materials from performing as required under the terms and conditions of this Contract.

13. Price Adjustment - Negotiated

Contractor discounts accepted and subsequently awarded by a Contract shall remain in effect for a minimum of one (1) term. The Contractor may request a price adjustment, but the State will not review or approve an increase until the Contract has been in effect for the initial term. Contractor shall provide written justification for any price adjustment requested. Any price increase adjustment, if approved, will be effective upon execution of a written Contract amendment. In the advent of a price increase authorization allowed by the Lead State of Minnesota, this PA will be modified accordingly

14. Payment Procedures

The State will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them for payment.

If the Contractor Name and FEI Number change, the Contractor shall complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The State shall indicate consent on the form. A written Contract Amendment shall be signed by both parties and a new W-9 form shall be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

15. Order Process

The award of a Contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under contract with the State is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

16. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

17. First Party Limitation of Liability – Refer to Master MNWNC-108, Section 33



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18. Access Constraints and Requirements

Contractor access to State facilities and resources shall be properly authorized by State personnel, based on business need and **will be restricted to least possible privilege**. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA / ASET Policies / Procedures, and Arizona Revised Statutes (ARS) 28-447, 28-449, 28-450, 38-421, 13-2408, 13-2316, 41-770).

Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

19. 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. § 41-2531 and § 41-2532 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.

20. Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and the Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADOA-ASET Office, the Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator, and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including but not limited to, business associate agreements.

If requested, the Contractor agrees to sign a "Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

21. Indemnification - Negotiated

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against third party claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the gross negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or



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arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the gross negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against third party claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

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.

22. Intellectual Property Indemnification

Indemnification - Patent and Copyright. With respect solely to Materials provided or proposed by Contractor or Contractor's agents, employees, or subcontractors (each a "Contractor Party") for performance of this Contract, Contractor shall indemnify, defend and hold harmless the State, its departments, agencies, boards, commissions, universities, officers, agents and employees (collectively, the "Indemnitee"), against any third-party claims for liability, including, but not limited to, reasonable costs and expenses, including attorneys' fees, for infringement or violation of any patent, trademark, copyright or trade secret, by such Materials or the State's use thereof.

In addition, with respect to claims arising from computer hardware or software manufactured or developed solely by a third party, Contractor shall pass through to the State such indemnity rights as it receives from such third party (the "Third Party Obligation") and will cooperate in enforcing them; provided, however, that (i) if the third party manufacturer fails to honor the Third Party Obligation, or (ii) the Third Party Obligation is insufficient to fully indemnify the State, Contractor shall indemnify, defend and hold harmless the State against such claims in their entirety or for the balance of any liability not fully covered by the Third Party Obligation.

The State shall reasonably notify the Contractor of any claim for which Contractor may be liable under this section. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply. Contractor shall have control, subject to the reasonable approval of the State, of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when substantial principles of government or public law are involved or when involvement of the State is otherwise mandated by law, the State may elect, in its sole and absolute discretion, to participate in such action at its own expense with respect to attorneys' fees and costs, but not liability, and the State shall have the right to approve or disapprove any settlement, which approval shall not be unreasonably withheld or delayed. The State shall reasonably cooperate in the defense and any related settlement negotiations.

If Contractor believes at any time that any Materials provided or in use pursuant to this Contract infringe a third party's intellectual property rights, Contractor shall, at Contractor's sole cost and expense, and upon receipt of the State's prior written consent, which shall not be unreasonably withheld, (i) replace an infringing Material with a non-infringing Material; (ii) obtain for the State the right to continue to use the infringing Material; or (iii) modify the infringing Material to be non-infringing, provided that following any replacement or modification made pursuant to the foregoing, the Material continues to function in accordance with the Contract. Contractor's failure or inability to accomplish any of the foregoing shall be deemed a material breach of this Contract.

Notwithstanding the foregoing, Contractor shall not be liable for any claim for infringement based solely on any Indemnitee's:

(i) modification of Materials provided by Contractor other than as contemplated by the Contract or the specifications of such Materials or as otherwise authorized or proposed in any way by Contractor or a Contractor Party;



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(ii) use of the Materials in a manner other than as contemplated by this Contract or the specifications of such Materials, or as otherwise authorized or proposed in any way by Contractor or a Contractor Party; or

(iii) use of the Materials in combination, operation, or use with other products in a manner not contemplated by the Contract, or, the specifications of such Materials, or as otherwise authorized or proposed in any way by Contractor or a Contractor Party.

Contractor certifies, represents and warrants to the State that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of the Contract for the acquisition, operation or maintenance of Materials in violation of intellectual property laws.

23. Insurance

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by 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 might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

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

- 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 \$1,000,000

a. The policy shall include the following additional insured language: ***“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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



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- a. The policy shall include the following additional insured language: ***“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) 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.
- c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) 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.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS**: The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance 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).
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION**: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **the Department** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS**: Contractors 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.

E. **VERIFICATION OF COVERAGE**: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.



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All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. 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 are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- G. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

24. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: e-Verify Requirement

The 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. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph One (1).

25. Negotiated Uniform Terms and Conditions

The following terms and conditions have been negotiated, and based on contract order of precedence shall be placed in the Special Terms and Conditions for greater clarity and position.

- 25.1. **Audit.** Pursuant to ARS § 35-214, at any reasonable time during the term of this Contract and five (5) years thereafter, the Contractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, only to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 25.2. **Property of the State.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor shall not use or release these materials without the prior written consent of the State.



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- 25.3 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- Notwithstanding the above, the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. Subject to payment in full for the products, equipment or services, the Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement. Contract Vendor will retain all right, title and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the services, and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates or output which are developed, created or otherwise used by or on behalf of Contract Vendor in the course of performing the services or creating the deliverables, other than portions that specifically incorporate proprietary or Confidential Information or data of Ordering Entity (collectively, the "Residual IP"), even if embedded in the deliverable.
- 25.4 Indemnification – Contractor/Vendor Indemnification – Please refer to Master MNWNC-108, Section 2C17
- 25.5 Public Agency Language – Please refer to Master MNWNC-108, Section 2C17
- 25.6 Indemnification Patent and Copyright – See Master MNWNC-108, Section 2C17
- 25.7 Third Party Antitrust Violations - Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
- 25.8 Warranties - The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following:: (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects.



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For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

- 25.9. 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, specifically to include the provision of a notice to cure any deficiency within thirty (30) days.
- 25.9 Termination for Convenience. Both parties reserves the right to terminate the Contract, in whole or in part at any time 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. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.



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1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. "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.
- 1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. "Contractor" means any person who has a Contract with the State.
- 1.5. "Days" means calendar days unless otherwise specified.
- 1.6. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. "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.
- 1.8. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract 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. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;



Uniform Terms and Conditions

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State Procurement Office
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Phoenix, AZ 85007

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2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

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. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.



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- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue 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.
- 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.
- 3.11. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. 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.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.



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4.3.3. 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 the State 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.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. 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.

4.5. 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:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. 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. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies,



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boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

- 6.2.2. Public Agency Language Only 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."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2. Force Majeure shall not include the following occurrences:
- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.



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7. 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. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
 - 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
 - 7.2.2. Fit for the intended purposes for which the materials are used;
 - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 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 Applicable 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.

8. 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, 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 after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under



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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.

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. The Procurement Officer 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. Contract Termination

9.1. Cancellation for Conflict of Interest. 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. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.



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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. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. 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).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



Contract Amendment

AZ DEPT. OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 N. 15TH AVE., STE. 402
Phoenix, AZ 85007

CONTRACT NO.: ADSPO16-098163

Computer Hardware and Support

AMENDMENT NO.: Amendment Four (4)

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OF
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CONTRACTOR:

Dell Marketing
One Dell Way, Mailstop 8707
Round Rock, TX 78682

CONTACT: Amy Ivy
PHONE: (512) 723-6201
EMAIL: Amy_Ivy@dell.com

STATE AGENCY:

AZ Department of Administration (ADOA)
State Procurement Office
100 N. 15th Ave., Ste. 402
Phoenix, AZ 85007

CONTACT: Myla Baptiste-Lord
PHONE: (602) 542-8921
EMAIL: myla.baptiste-lord@azdoa.gov

Computer Hardware and Support

Pursuant to the Uniform Terms and Conditions, Paragraph Five (5) Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. In accordance with Uniform Terms and Conditions, Section 5.2, Subcontractors, this contract shall now list vCORE Technology Partners LLC as an approved Subcontractor.

All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.

7/5/18

SIGNATURE

DATE

Janessa Light, Sr. Contracts Manager

PRINTED/TYPED NAME AND TITLE

7/5/2018

SIGNATURE

DATE

Myla Baptiste-Lord
State Procurement Manager



Contract Amendment

AZ DEPT. OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 N. 15TH AVE., STE. 402
Phoenix, AZ 85007

CONTRACT NO.: ADSPO16-098163

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Computer Hardware and Support

OF
1

AMENDMENT NO.: Ten (10)

CONTRACTOR:

Dell Marketing
One Dell Way, Mailstop RR 1-33
Round Rock, TX 78682

CONTACT: Ashley Salinas
PHONE: (512) 542-1237
EMAIL: a.salinas@dell.com

STATE AGENCY:

AZ Department of Administration (ADOA)

State Procurement Office
100 N. 15th Ave., Ste. 402
Phoenix, AZ 85007

CONTACT: Eric Bell
PHONE: (602) 542-8921
EMAIL: eric.bell@azdoa.gov

Computer Hardware and Support Extension

1. In accordance with the Uniform Terms and Conditions, Section 5 Contract Changes, Paragraph 5.1 Amendments, the contract is hereby extended for one (1) year, through July 31, 2022.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Sarah Langley, Management Analyst
Date: 04/27/2022
Meeting Date: 05/03/2022



TITLE:

Consideration and Approval of Letter of Support: Lowell Observatory Astronomy Discovery Center

STAFF RECOMMENDED ACTION:

Approve the letter of support

Executive Summary:

Lowell Observatory has requested a letter of support from the Flagstaff City Council in relation to state funding for the Astronomy Discovery Center. The letter is attached.

Financial Impact:

None

Policy Impact:

None

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

Previous Council Decision on This:

N/A

Attachments: Letter of Support



CITY OF FLAGSTAFF

FLAGSTAFF CITY COUNCIL

211 West Aspen Avenue, Flagstaff, Arizona 86001

Main Line: 928-213-2000

Website: <https://www.flagstaff.az.gov>

May 3, 2022

Governor Doug Ducey
State of Arizona
1700 W Washington St
Phoenix, AZ 85007

Dear Governor Ducey,

The Flagstaff City Council endorses Lowell Observatory's request for ARPA support requested via SB1029 and approved by the Arizona Senate. Opening in 2024, the Astronomy Discovery Center will generate over \$74 million per year in Arizona tourism revenue from the 250,000 visitors it will attract each year.

In addition to being a global tourist destination with its immersive theater and open-to-the-sky Dark Sky Planetarium, the Astronomy Discovery Center will provide STEM education for Northern Arizona residents of all ages including students from the Navajo Nation and Hopi Tribe. The Astronomy Discovery Center will also employ individuals in the Flagstaff community, adding valuable jobs from entry through professional levels.

The Astronomy Discovery Center is currently under construction with \$33.5 million raised. Costs have increased significantly from the original \$37.5 million budget due to construction escalation as a result of the COVID-19 pandemic. We encourage you to approve Lowell Observatory's request for \$19.6 million to complete the project at the highest quality to become the premier public astronomy destination in the world.

Thank you for your support.

Sincerely,

Mayor Paul Deasy, on behalf of the Flagstaff City Council

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Sarah Langley, Management Analyst
Date: 04/27/2022
Meeting Date: 05/03/2022



TITLE:

Consideration and Approval of Letter of Support: Museum Fire flooding congressionally directed spending request

STAFF RECOMMENDED ACTION:

Approve the letter of support.

Executive Summary:

The City of Flagstaff submitted a variety of congressionally directed spending requests to Arizona's federal congressional representatives. Congressman O'Halleran has requested a letter of support from the Council for the City's request related to Museum Fire post-wildfire flooding mitigation. As the Council has previously voiced broad support for such mitigation projects, this letter was sent to Congressman O'Halleran on April 27, 2022. The letter is attached.

Financial Impact:

None.

Policy Impact:

None.

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

Safe and Healthy Community

Previous Council Decision on This:

Council has heard monthly Museum Flood Updates from staff during the Spring of 2022.

Attachments: Letter of Support



CITY OF FLAGSTAFF

FLAGSTAFF CITY COUNCIL

211 West Aspen Avenue, Flagstaff, Arizona 86001

Main Line: 928-213-2000

Website: <https://www.flagstaff.az.gov>

April 27, 2020

The Honorable Congressman Tom O'Halleran
324 Cannon House Office Building
Washington, D.C. 20515

Dear Congressman O'Halleran:

The Flagstaff City Council expresses our heartfelt thanks and gratitude for your help thus far with the City of Flagstaff's Museum Fire flood mitigation projects. As we move into another monsoon season, we are respectfully requesting your assistance in obtaining more funding to continue our efforts to mitigate flooding damage in our town.

On July 21, 2019, the Museum Fire broke out in the Dry Lake Hills area just above Flagstaff within the Coconino National Forest. The fire ultimately charred 1,961 acres, including a significant portion of the Spruce Wash Watershed. Flood modeling subsequently showed potential flood risk to neighborhoods in Coconino County and the City of Flagstaff. Both the City of Flagstaff and Coconino County Flood Control District immediately took extensive measures and precautions to mitigate damage from flood events.

Throughout the summer of 2021, unprecedented rain events impacted the Museum burn scar and caused multiple rounds of flash flooding in Flagstaff neighborhoods. The City of Flagstaff continues to collaborate with both public and private partners in planning and implementing a series of projects to lessen the impact of flooding in Flagstaff neighborhoods.

The design and construction of flood mitigation projects is extremely expensive and exceeds the capacity of Flagstaff's stormwater ratepayers. If granted, our congressionally directed spending request would provide funding to help mitigate flooding that currently impacts approximately 1,500 residents, 220 businesses, 21 churches and seven schools.

Thank you for your time, consideration, and all that you do for the City of Flagstaff and its citizens.

Sincerely,

Paul Deasy
Mayor, City of Flagstaff, on behalf of the Flagstaff City Council

**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: 04/27/2022
Meeting Date: 05/03/2022



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:

- 1) Read Ordinance No. 2022-10 by title only for the final time
- 2) City Clerk reads Ordinance No. 2022-10 by title only (if approved above)
- 3) 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

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Genevieve Pearthree, Senior Planner
Date: 04/27/2022
Meeting Date: 05/03/2022



TITLE:

Consideration and Approval of Preliminary Plat: TLC PC Land Investors, LLC requests Preliminary Plat for Ghost Tree at Pine Canyon (PZ-21-00155-03) located at 3201 South Clubhouse Circle, a 12-unit single-family home subdivision on 7.87 acres in the Single-Family Residential (R1) Zone.

STAFF RECOMMENDED ACTION:

Approve the Preliminary Plat in accordance with the findings presented in this report and the Planning and Zoning Commission recommendation of approval (6-0 vote in favor on April 27, 2022).

Executive Summary:

TLC PC Land Investors, LLC requests Preliminary Plat approval for Ghost Tree at Pine Canyon located at 3201 South Clubhouse Circle, a 12-unit single-family home subdivision on 7.87 acres in the Single-Family Residential (R1) Zone. The site has a Resource Protection Overlay and is currently vacant. It is located in the northwestern corner of the larger 660-acre Pine Canyon development.

Financial Impact:

No financial impacts are anticipated with this Preliminary Plat.

Policy Impact:

There are no policy impacts affiliated with this Preliminary Plat.

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

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.

PBB Key Community Priorities/Objectives

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

Regional Plan Policies and Goals

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

- Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.
- Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

Has There Been Previous Council Decision on This:

The Pine Canyon development was approved by City Council through a rezoning (Ordinance No. 2000-11) and development agreement in June of 2000.

A revised development agreement amendment was approved in January of 2007 to resolve disputes between the Developer of Pine Canyon and the City of Flagstaff with respect to the Rezoning Ordinance. This agreement stipulates that the Developer may, at its option, abandon the third entrance to Pine Canyon, providing the main entrance and the clubhouse entrance remain open and available for ingress and egress to the public.

In October of 2013, City Council approved an agreement with the Developer that committed the City to erect and maintain a directional sign at the intersection of Lake Mary Road and John Wesley Powell Boulevard, committed staff support to amend the rezoning ordinance to modify the gated provision during night time, and extended the developers' transportation improvement contribution. In May of 2014, the City Council approved a modification to Ordinance No. 2000-11 to modify Condition #8 which stated "That all private roads within the development remain open to the public and never be gated" to "All streets within Pine Canyon shall remain open to the public, without the use of a gate, from sunrise to sunset. Any means to restrict access to the streets of Pine Canyon may only be utilized from sunset to sunrise and never restrict emergency access."

City Council has also previously approved several subdivision plats in Pine Canyon, including the Estates at Pine Canyon Units 1-5, Coconino Ridge, Deer Creek Crossing, Mountain Villas, Mountain Vista Condominiums, Mount Estates, Pine Run, and Club Cabin Condominiums.

Options and Alternatives:

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

Background/History:

In June of 2000, the City Council approved a rezoning request and development agreement allowing the development of Pine Canyon, which includes a mixture of condominium, townhomes, estate homes, clubhouse and recreational facilities, maintenance and storage facilities, and an 18-hole private golf course with accessory facilities, located on approximately 660 acres. The primary entrance to Pine Canyon is located at the intersection of Lone Tree Road and John Wesley Powell Blvd.

TLC PC Land Investors, LLC is seeking Preliminary Plat approval for a 12-lot single-family residential subdivision within the larger Pine Canyon development. Lot sizes range from 9,342 square feet to 21,861 square feet. The subdivision is one of the last undeveloped areas in Pine Canyon and is located between existing golf course and residential uses.

New infrastructure will need to be provided for the project including a new private road, new water and sewer lines, and Low Impact Development (LID) basins. All areas in the subdivision not allocated as lots are reserved as tracts. Tract A covers the new private road and is to be used for ingress/egress and public utilities. Tract B is for open space and drainage. Tract C is for the Pine Canyon Goff Club. Tract D

is for a slope easement, and Tract E is reserved for future development.

Key Considerations:

Staff reviewed and approved the Preliminary Plat on March 30, 2022, 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. On April 27, 2022, the Planning and Zoning Commission voted in favor of forwarding the Preliminary Plat to the City Council with a recommendation for approval.

The property is zoned R1, Single Family Residential. The lots within Ghost Tree at Pine Canyon Subdivision comply with the minimum density, lot size, width, and depth requirements for the R1 Zone. For the purposes of tree and steep slope resource protection, the plat proposes unique building envelopes for each lot that meet or exceed the minimum required setbacks for the R1 zone (see pages 4 and 5 of the Preliminary Plat).

Community Benefits and Considerations:

The community benefits of this project are encapsulated in the PBB Key Community Priorities/Objectives, and the Regional Plan and Carbon Neutrality goals and policies that it meets, such as providing new housing within the urban growth boundary.

Community Involvement:

Inform. The existing zoning of the Subject Property allows for the proposed subdivision. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of the Preliminary Subdivision Plat review process.

Attachments: [P&Z Staff Report](#)
 [Application](#)
 [Vicinity Map](#)
 [Preliminary Plat](#)
 [Review Agency Notifications](#)
 [City Council Presentation](#)

PLANNING & DEVELOPMENT SERVICES REPORT

PRELIMINARY PLAT

PZ-21-00155-03

DATE: March 29, 2022

MEETING DATE: April 27, 2022

REPORT BY: Genevieve Pearthree

REQUEST:

TLC PC Land Investors, LLC requests Preliminary Plat approval for Ghost Tree at Pine Canyon located at 3201 South Clubhouse Circle, a 12-unit single-family home subdivision on 7.87 acres in the Single-Family Residential (R1) 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 vacant subject site is located within the northwestern corner of the larger Pine Canyon development, which encompasses 660-acres. Pine Canyon includes a 31,000 square foot clubhouse, an eighteen-hole golf course occupying approximately 215 acres, 539 single-family lots, 46 townhome lots, and 60 condominiums.

PROPOSED LAND USE:

Ghost Tree at Pine Canyon subdivision, consisting of 12 single-family lots located on 7.87 acres in the Single-Family Residential (R1) Zone.

NEIGHBORHOOD DEVELOPMENT:

See the attached vicinity map for more information.

North: Estates at Pine Canyon Unit One (golf course and undeveloped land), R1 Zone

South: Pine Canyon main entrance and Estates at Pine Canyon Unit One (golf course and single-family homes), R1 Zone

East: Estates at Pine Canyon Unit One (golf course), R1 Zone

West: Estates at Pine Canyon Unit One (golf course and undeveloped land), R1 Zone

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.

STAFF REVIEW:

I. Project Information

A. Background

In June of 2000, the City Council approved a rezoning request and development agreement allowing the development of Pine Canyon, which includes a mixture of condominium, townhomes, estate homes, clubhouse and recreational facilities, maintenance and storage facilities, and an 18-hole private golf course with accessory facilities, located on

approximately 660 acres. The primary entrance to Pine Canyon is located near the intersection of Lone Tree Road and John Wesley Powell Blvd, just west of the Ghost Tree plat.

TLC PC Land Investors, LLC is seeking Preliminary Plat approval for a 12-lot single-family residential subdivision within the larger Pine Canyon development. Lot sizes range from 9,342 square feet to 21,861 square feet. The subdivision is one of the last undeveloped areas in Pine Canyon and is located between existing golf course and residential uses.

New infrastructure will need to be provided for the project including a new private road, new water and sewer lines, and Low Impact Development (LID) basins. The proposed lots have been reviewed for compliance with the R1 Zoning district standards as well as conformance with the Resource Protection Overlay. City Staff approved the Preliminary Plat with conditions on March 30, 2022.

B. Type of Plat

This Preliminary Plat request is for a single-family residential subdivision consisting of 12 individual lots. All areas in the subdivision not allocated as lots are reserved as tracts. The size and purpose of the tracts are listed in the Tract Summary Table on page 4 of the plat.

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

i. Single-Family Residential (R1) Zone

The property is zoned R1, Single-Family Residential. The lots within Ghost Tree at Pine Canyon Subdivision comply with the minimum density, lot size, width, and depth requirements for the R1 Zone. For the purposes of tree and steep slope resource protection, the plat proposes unique building envelopes for each lot that meet or exceed the minimum required setbacks for the R1 zone (see pages 4 and 5 of the Preliminary Plat).

- Front: 15’ (25’ for parking)
- Interior Side: 8’
- Exterior Side: 15’
- Rear: 25’

ii. Natural Resources

The subject property is located within the Resource Protection Overlay. A Resource Protection Plan was provided in conjunction with this Preliminary Plat. Resources on the site include moderate slopes and forest; there are no floodplains on the site. The Resource Protection Plan submitted with the Preliminary Plat application indicated that the minimum protection standards would be met using unique building envelopes for each lot and identifying the driveway location for each lot.

Forest Resource Protection in the R1 Zone: Ghost Tree at Pine Canyon Subdivision

EXISTING TREE RESOURCE POINTS	REQUIRED PROTECTION LEVEL & POINTS	PROPOSED PROTECTION LEVEL & POINTS
529 points	50% or 265 points	50.66% or 268 points

Steep Slope Protection in the R1 Zone: Ghost Tree at Canyon Pine Bluff Subdivision

SLOPE RESOURCE	TOTAL SQUARE FEET	REQUIRED PROTECTION LEVEL & SQUARE FOOTAGE	PROTECTED LEVEL & PROTECTED SQUARE FOOTAGE
Slope: 17-24.9%	88,711	70% or 62,098 sq. ft.	70.3%* or 62,374 sq. ft.
Slope: 25% -34.9%	25,989	80% or 20,158 sq. ft.	84.2%* or 21,882 sq. ft.
Slope: 35%+	None	--	--

*The developer credited approximately 1367 square feet of excess slope to meet minimum forest resource protection thresholds.

iii. Parks, Open Space, Pedestrian, and Bicycle Facilities

As part of the overall Pine Canyon development, a 10-foot-wide paved FUTS trail from the intersection of existing Lone Tree Road to the intersection of JWP Blvd along the north side of the extension of Lone Tree Road to the intersection of Zuni was completed. A 10-foot-wide paved FUTS trail was also constructed from the intersection of Lake Mary Road on the east side of JWP Blvd to the Lone Tree intersection. An extension of the trail was also constructed from the intersection of existing Lone Tree/JWP eastward along the south side of JWP towards the proposed third entrance to Pine Canyon where the FUTS enters the Pine Canyon development and extends to Fisher Point.

C. City of Flagstaff Engineering Standards

As part of the Preliminary 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

A Traffic Impact Analysis was prepared and approved for the entire Pine Canyon master planned community. Improved access to the development is provided by John Wesley Powel (JWP) Blvd from Lake Mary Road, and by the extension of Lone Tree Road from the intersection of Lone Tree Road and Zuni Drive to the intersection of JWP Blvd. All interior streets within Pine Canyon are private and maintained by the Homeowner’s Association. A private looped street named Clubhouse Circle provides access throughout Pine Canyon. A new private street with a cul-de-sac (Tract A) will provide direct access to the subject site from Clubhouse Circle.

ii. Water and Wastewater

The proposed development is serviced by a Zone B water pressure system. All the proposed water mains will be public. The developer has already extended a twenty (20) inch transmission main within the alignment of JWP Blvd from Lake Mary Road into Pine Canyon. A sixteen (16) inch looped water main has been constructed within the alignment of Clubhouse Circle. A new water line will connect to the existing water main west of the subdivision in Clubhouse Circle.

Eight-inch public sewer lines have already been constructed beneath the private streets in Pine Canyon. These public mains flow by gravity into a private lift station. This private lift station transfers the wastewater through a force main north into a public gravity sewer line. All maintenance associated with the private force mains and lift station is the responsibility of the developer/Homeowner Association. A new sewer line will connect to the existing sewer main west of the subdivision in Clubhouse Circle.

iii. Stormwater

A Stormwater Analysis was previously completed for the entire Pine Canyon development and was accepted by the Stormwater Manager. The development was required to provide subregional on-site detention in the golf course ponds that serve a dual purpose for storage of irrigation water and stormwater detention. Development of the first phase and golf course constructed this system. The applicant also proposes to add several LID basins inside the proposed subdivision and just outside of the proposed subdivision on the golf course. The basins outside of the subdivision boundaries will be documented with Civil Engineering Plan approval.

Attachments:

- Application
- Preliminary Plat, including the Natural Resource Protection Plan (8 sheets, 24 x 36")
- Vicinity Map
- Utility notification letters



City of Flagstaff

Community Development Division

211 W. Aspen Ave

P: (928) 213-2618

Flagstaff, AZ 86001

www.flagstaff.az.gov

Date Received		Application for Subdivision Review		File Number
Property Owner(s) Todd Severson, TLC PC Land Investors, LLC VP			Phone 602-616-6828	
Mailing Address 8601 N. Scottsdale Road, Suite 335		City, State, Zip Scottsdale, AZ 85253		Email tseverson@symmetrycompanies.com
Applicant(s) Todd Severson, TLC PC Land Investors, LLC			Phone 602-616-6828	
Mailing Address 8601 N. Scottsdale Road, Suite 335		City, State, Zip Scottsdale, AZ 85253		Email tseverson@symmetrycompanies.com
Project Representative Davin Benner, Granite basin Engineering			Phone 928-717-0171	
Mailing Address 1981 Commerce Center Circle, Ste. B		City, State, Zip Prescott, AZ 86301		Email davin@granitebasinengineering.com
Requested Review:	<input type="checkbox"/> Development Master Plan	<input type="checkbox"/> Conceptual Plat	<input checked="" type="checkbox"/> Preliminary Plat P&Z and Council	
	<input type="checkbox"/> Modified Subdivision	<input checked="" type="checkbox"/> Preliminary Plat	<input type="checkbox"/> Final Plat- Council	

Project Name: Ghost Tree at Pine Canyon		Site Address: 3201 South Clubhouse Circle		Parcel Number 105-10-206
Proposed Use 12 Single Family Lots		Existing Use Vacant Land		Subdivision, Tract & Lot Number The Estates at Pine Canyon–Unit One, Tract 23
Zoning District R1		Regional Plan Category		Flood Zone
				Size of Site (Sq. ft. or Acres) 5.94 acres
Property Information:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Located in an existing Local/National Historic District? (Name: _____) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Existing structures are over 50 years old at the time of application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Subject property is undeveloped land?		
Surrounding Uses		North: Pine Canyon Golf Course	South: PC Golf Course & Single Family	East: Undeveloped Tract 25
(Res, Com, Ind)				West: PC Golf Course & Single Family

Proposed Use: Single Family Lots	Number of Lots 12	Number of Units 12	Number of acres per use	Building Square Feet
-----------------------------------------	-----------------------------	------------------------------	--------------------------------	-----------------------------

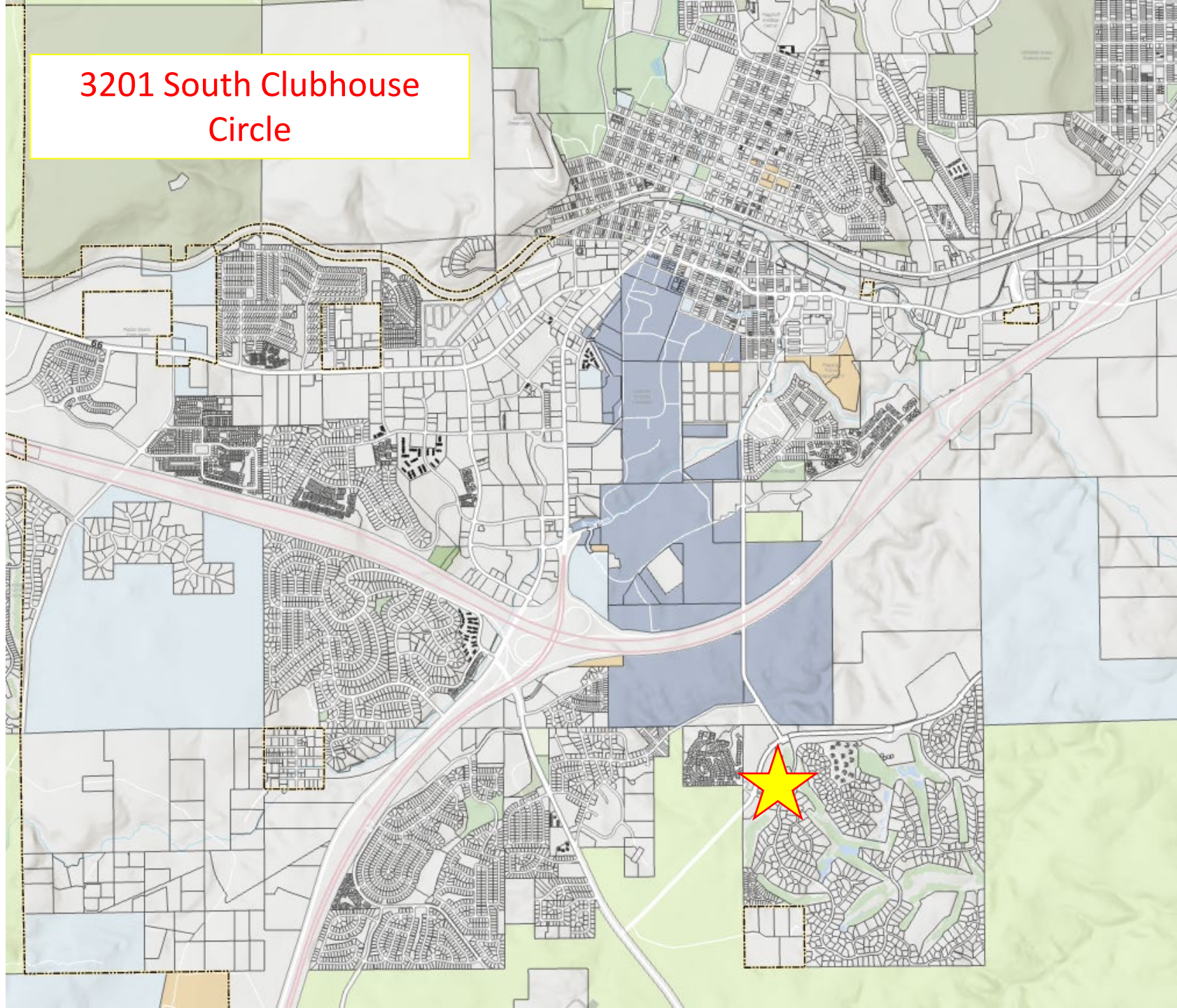
Please complete a "Subdivision Review Application" and provide an initialed "Application and Information Checklist" form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. **Incomplete submittals will not be scheduled.**

Property Owner Signature:	Date: 01/17/2021	Applicant Signature:	Date: 01/17/2021
----------------------------------	----------------------------	-----------------------------	----------------------------

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:		
<input type="checkbox"/> Approved			<input type="checkbox"/> Approved		
<input type="checkbox"/> Denied			<input type="checkbox"/> Denied		
<input type="checkbox"/> Continued			<input type="checkbox"/> Continued		
Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

3201 South Clubhouse
Circle

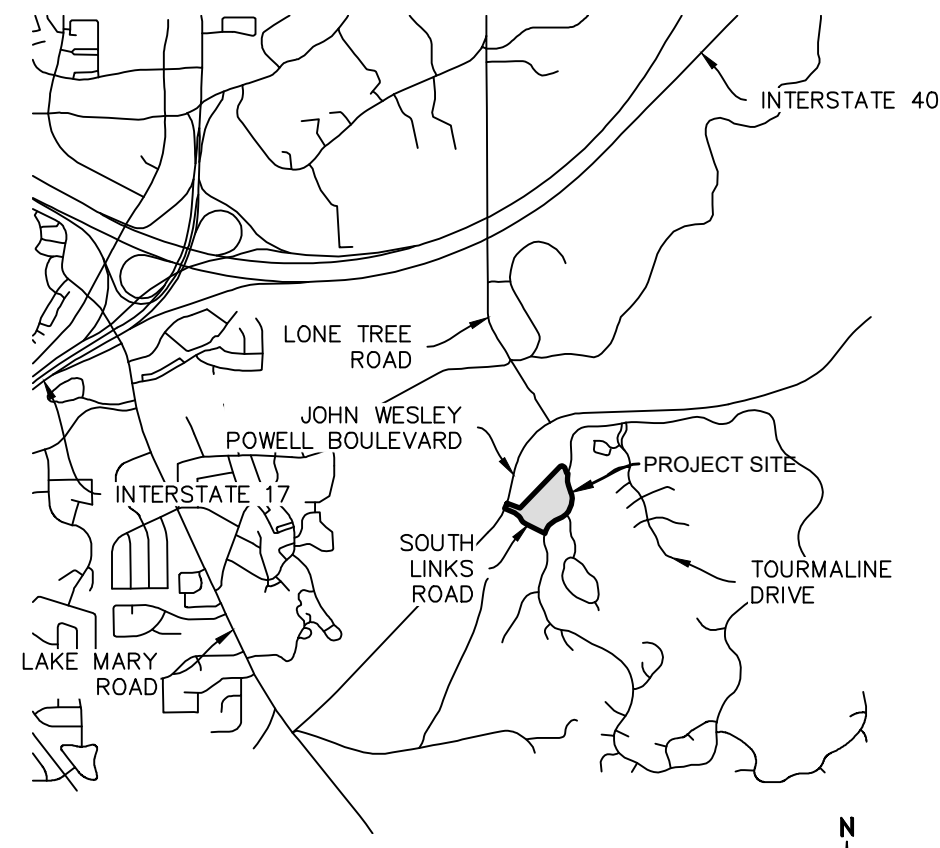


PLOTTED: Apr 07, 2022 - 1:28pm

FILE: Z:\Projects\PINE_CANYON\PROJECTS\19009_PC Tract 23_GHOST_TREE\DWG\PLAT\19009-01-PLAT-COVER.dwg <<C:\D:\Imperial>>

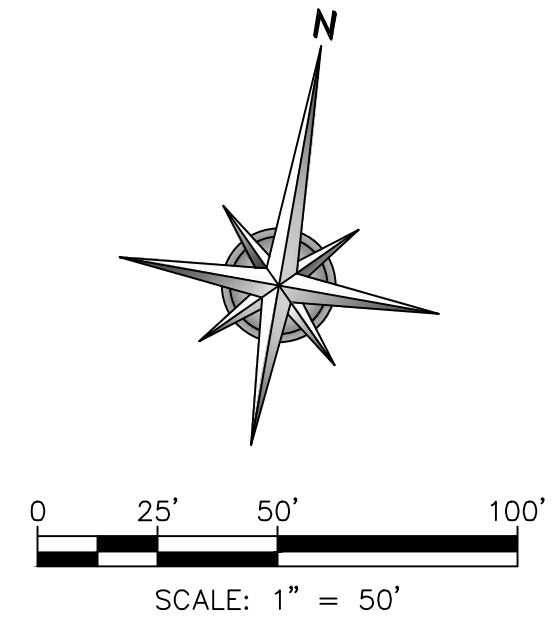
PRELIMINARY PLAT FOR GHOST TREE AT PINE CANYON

3201 SOUTH CLUBHOUSE CIRCLE, APN 105-10-206
TRACT 23 OF THE ESTATES AT PINE CANYON UNIT 1, CASE 8 MAP 92C
LOCATED IN SECTION 34, TOWNSHIP 21N, RANGE 7E,
GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA



VICINITY MAP
SCALE: 1" = 1/2 MILE

THERE ARE PUBLIC UTILITIES LOCATED WITHIN THE SUBJECT PROPERTY. PLEASE CONTACT A2811 BEFORE CONSTRUCTION.

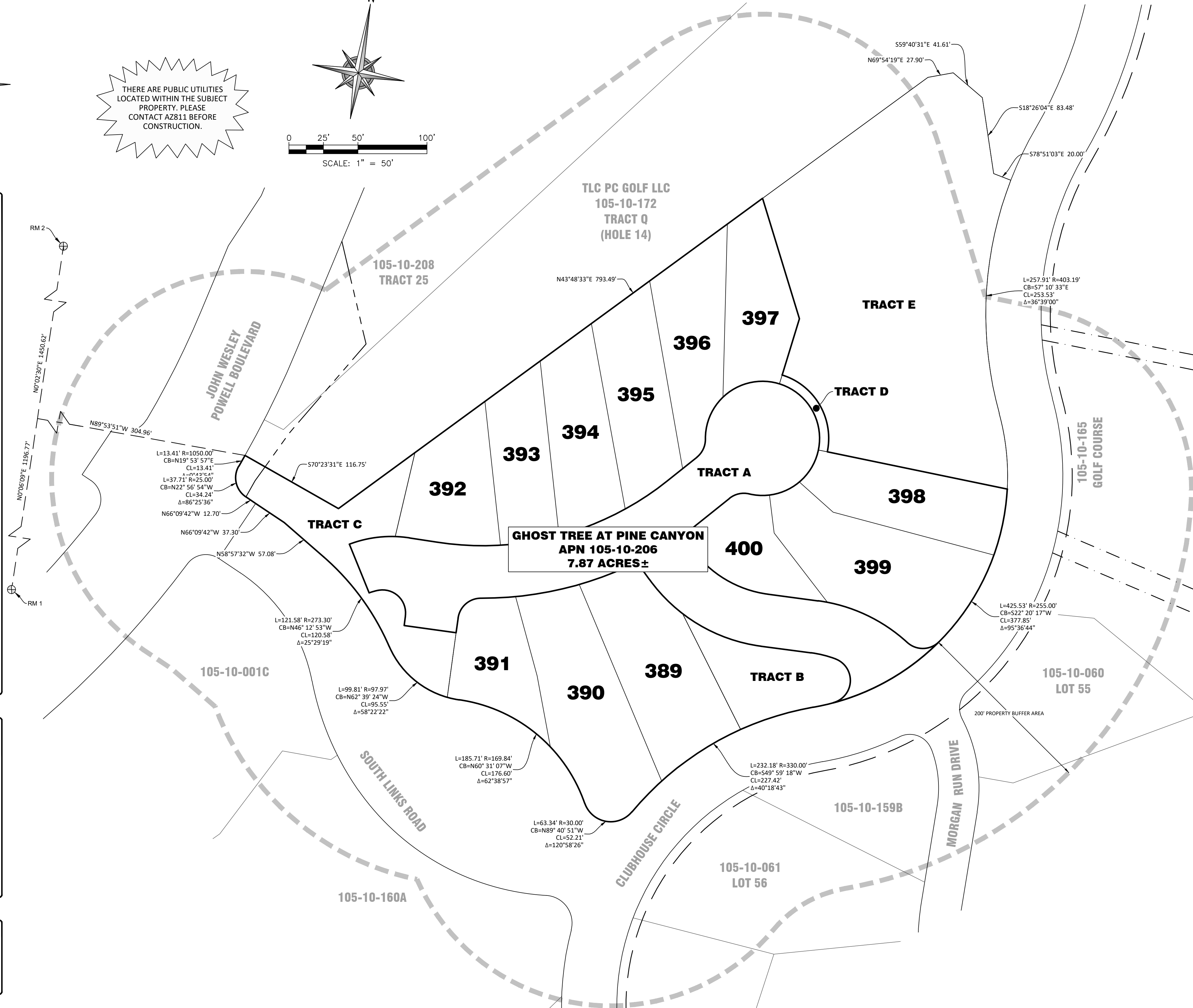


LEGEND	
	FOUND 1/2" REBAR & CAP RLS 23372
	FOUND 1/2" REBAR & CAP RLS 23372
	FOUND BOAT SPIKE & WASHER RLS 23372
	FOUND 1/2" REBAR NO MARKINGS
	CALCULATED POINT NOTHING FOUND OR SET
	TO BE SET 1/2" REBAR WITH MARKINGS RLS 33861
	PROPOSED LOT DATA BASED ON CALCULATIONS
	PARENT PARCEL DATA BASED ON FIELD SURVEY
	RECORD DATA, CASE 9 OF MAPS PAGE 28 OF C.C.O.R.
	PROPOSED LOT BOUNDARY
	PLATTED RIGHT OF WAY
	ADJACENT BOUNDARY LINE
	BUILDING ENVELOPES
	BOUNDARY TIE LINES
	EXISTING EASEMENT AS NOTED
	PROPOSED GOLF COURSE EASEMENT
	PROPOSED SHARED DRIVEWAY CROSS ACCESS EASEMENT
	PROPOSED SEWER EASEMENT
	PROPOSED ACCESS EASEMENT
	CLEAR VIEW ZONE (STREET TYPE VI)
	EXISTING SEWER LINE
	EXISTING WATER LINE
	PROPOSED SEWER LINE
	PROPOSED WATER LINE
	PROPOSED SEWER SERVICE
	PROPOSED WATER SERVICE
	EXISTING INDEX CONTOUR
	INTERMEDIATE CONTOUR
	PROPOSED INDEX CONTOUR
	PROPOSED INTERMEDIATE CONTOUR
	PROPOSED PAVEMENT LINE
	PROPOSED DRAINAGE SWALE
	PROPOSED ROCV/DETENTION POND

UTILITY COMPANY APPROVALS	
ARIZONA PUBLIC SERVICE COMPANY	DATE
UNISOURCE ENERGY SERVICES	DATE
CENTURYLINK	DATE
SPARKLIGHT	DATE

PROJECT WATER INFORMATION

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. 41-900002.0002.



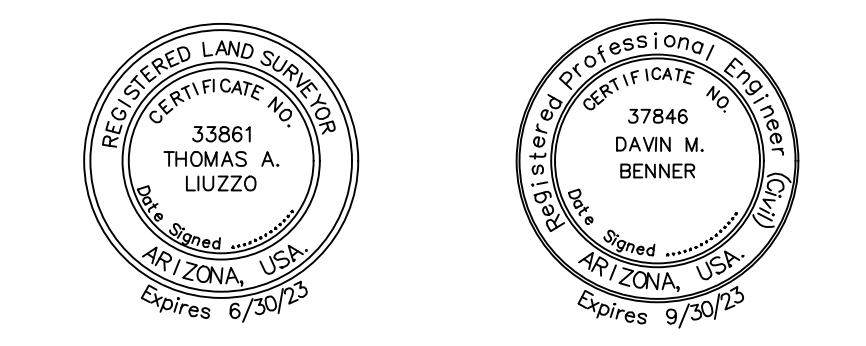
PROJECT INFORMATION	
CLIENT: TLC PC LAND INVESTORS, LLC 8601 NORTH SCOTTSDALE ROAD SUITE 335 SCOTTSDALE, ARIZONA 85253 (928) 830-0866	
ENGINEER / SURVEYOR: GRANITE BASIN ENGINEERING, INC. 1981 COMMERCE CENTER CIRCLE, SUITE B PRESCOTT, ARIZONA 86301 (928) 717-0171	
SITE DATA: ASSESSOR PARCEL NUMBER(S) 105-10-206 (7.87 AC.±) 3201 SOUTH CLUBHOUSE CIRCLE	
ZONING NOTE: CITY OF FLAGSTAFF ZONING INFORMATION R1; SINGLE FAMILY RESIDENTIAL (SEE BUILDING ENVELOPE DATA, SHEETS 5 & 6)	
DISTURBANCE LIMITATION NOTE: DISTURBANCE IS LIMITED TO THE AREAS INSIDE THE BUILDING ENVELOPE IDENTIFIED ON EACH LOT.	
FLOODPLAIN NOTE: THE SURVEYED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION ZONE "X" BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP NO. 04005C6817G, WITH A DATE OF IDENTIFICATION OF SEPTEMBER 3, 2010 FOR COMMUNITY NUMBER 040020, IN COCONINO COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID SURVEYED PROPERTY IS SITUATED.	
SEWAGE DISPOSAL: CITY OF FLAGSTAFF	
WATER PROVIDER: CITY OF FLAGSTAFF	
FIRE PROTECTION: CITY OF FLAGSTAFF FIRE DEPARTMENT	
SCHOOL DISTRICT: FLAGSTAFF UNIFIED SCHOOL DISTRICT #1	

SHEET INDEX	
1	SITE OVERVIEW
2	EXISTING CONDITIONS
3	PROPOSED CONDITIONS
4	LOTTING PLAN
5	BUILDING ENVELOPES PLAN
6	BUILDING ENVELOPE GEOMETRIC TABLES
7	NATURAL RESOURCE PROTECTION PLAN & TREE SURVEY
8	FOREST RESOURCE DATA

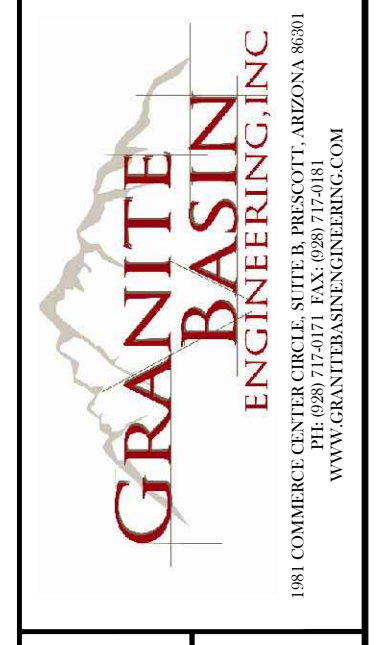
BASIS OF BEARINGS & BENCHMARKS			
THE BASIS OF BEARING FOR THIS SURVEY IS ON THE CITY OF FLAGSTAFF LOCAL DATUM AND THE NAVD 88 VERTICAL DATUM AND IS N 00 D 04' 09" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 34 BETWEEN THE WEST QUARTER CORNER (RM 1) MARKED BY A BLM BRASS CAP DATED 1965 AND THE NORTHWEST CORNER (RM 2) MARKED BY A BLM BRASS CAP DATED 1965.			
REFERENCE MARK	NORTHING	EASTING	ELEVATION(±29)
RM 1	37032.86	35330.44	6990.37
RM 2	37575.70	35644.49	6971.52
THE COORDINATE SYSTEM FOR THIS PROJECT IS THE CITY OF FLAGSTAFF LOCAL COORDINATE SYSTEM MODIFIED FROM ARIZONA STATE PLANE CENTRAL ZONE. THE PROJECT IS DESIGNED ON THE NAVD 88 ELEVATION.			

SURVEYOR'S CERTIFICATE:

I, THOMAS A. LIUZZO, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 33861 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF ARIZONA. I FURTHER CERTIFY THAT I HAVE PREPARED THIS PLAT FROM THE ORIGINAL FIELD NOTES MADE DURING A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND THAT THIS PLAT IS A TRUE AND ACCURATE MAP OF THE LAND SURVEYED AND WAS PERFORMED IN ACCORDANCE WITH THE ARIZONA MINIMUM STANDARDS FOR LAND SURVEY EFFECTIVE FEBRUARY 2002.



REVISIONS	
DATE	DESCRIPTION

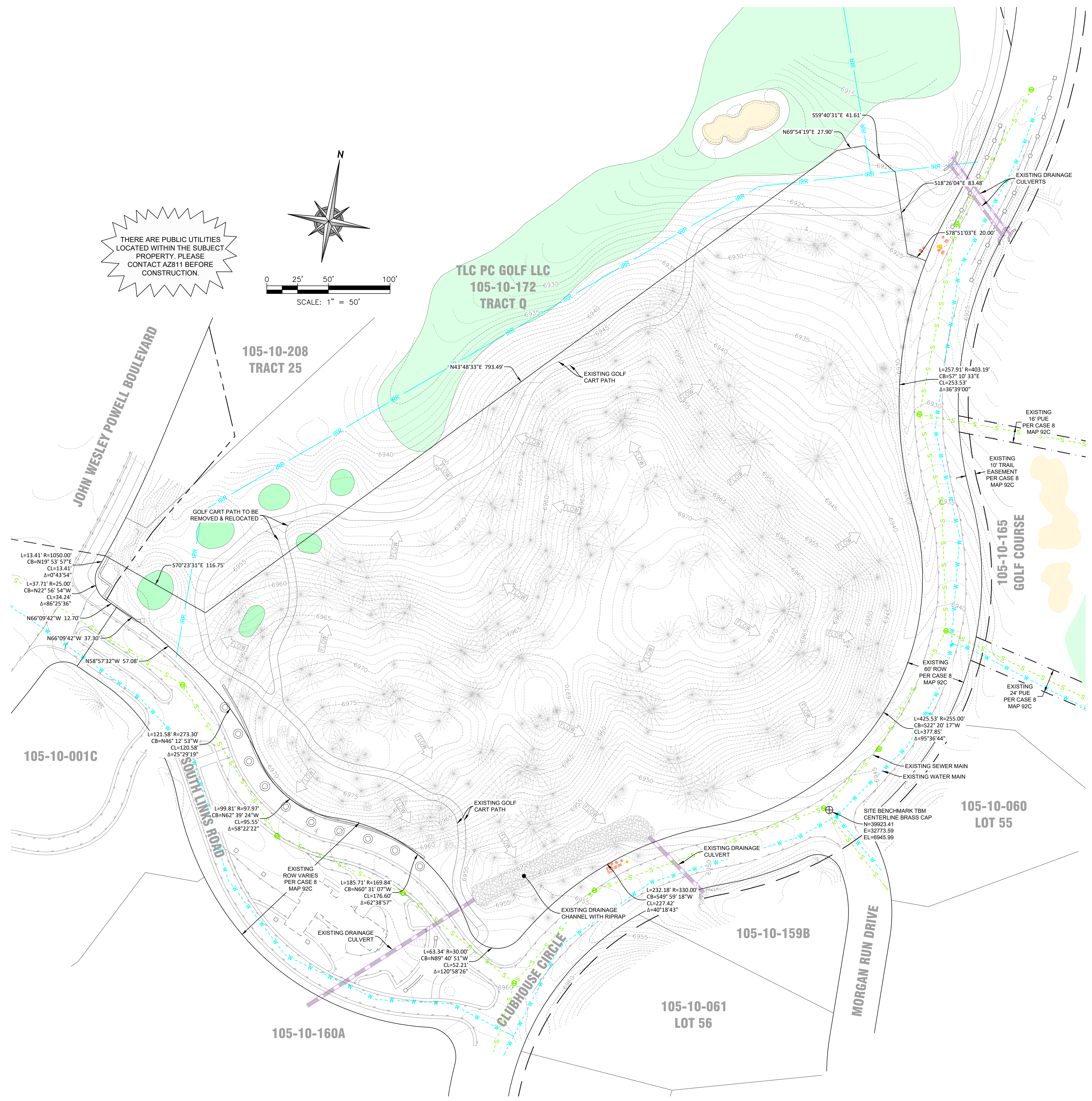


TLC PC LAND INVESTORS, LLC
8601 NORTH SCOTTSDALE ROAD, SUITE 335
SCOTTSDALE, ARIZONA 85253

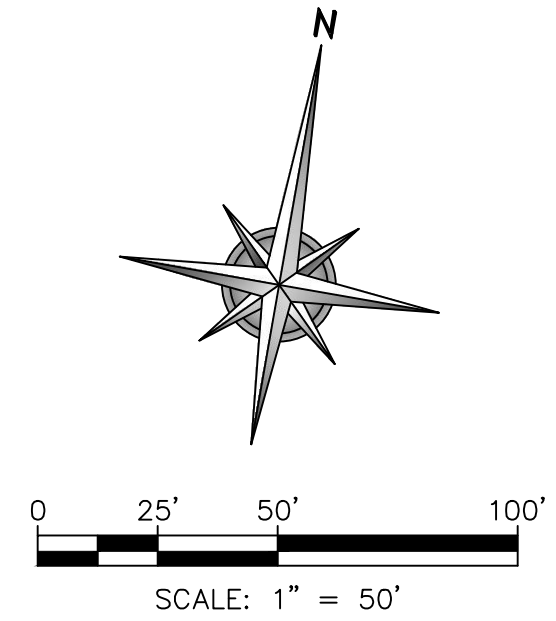
3201 SOUTH CLUBHOUSE CIRCLE
GHOST TREE AT PINE CANYON
CONCEPTUAL PLAN

PRELIMINARY FOR REVIEW AND COMMENT

JOB:	19009
DATE:	4/7/2022
SCALE:	AS SHOWN
DRAWN:	TS
DESIGN:	TS
CHECKED:	TL

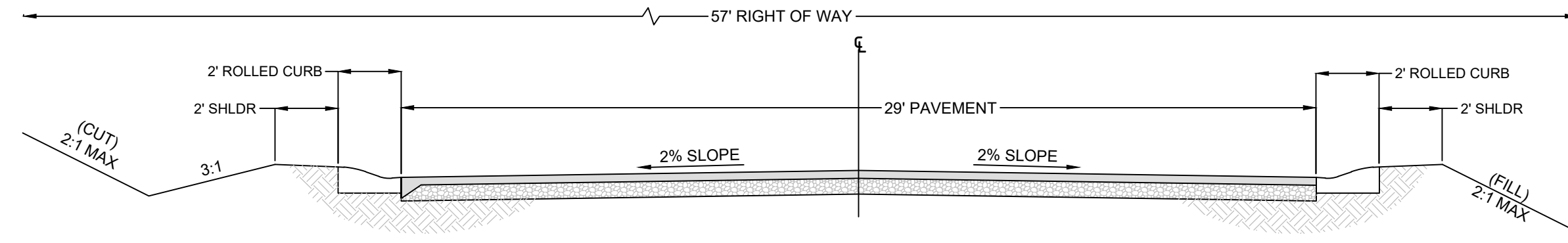


THERE ARE PUBLIC UTILITIES LOCATED WITHIN THE SUBJECT PROPERTY. PLEASE CONTACT AZ811 BEFORE CONSTRUCTION.



DATE	BY
REVISIONS	DESCRIPTION
NUM.	
<input checked="" type="checkbox"/> FOR REVIEW ONLY <input type="checkbox"/> FOR BID ONLY <input type="checkbox"/> FOR APPROVAL ONLY <input type="checkbox"/> FOR RECORDING ONLY <input type="checkbox"/> FOR CONSTRUCTION ONLY <input type="checkbox"/> FOR AS-BUILT ONLY	
TLC PC LAND INVESTORS, LLC 8601 NORTH SCOTTSDALE ROAD, SUITE 335 SCOTTSDALE, ARIZONA 85253 3201 SOUTH CLUBHOUSE CIRCLE GHOST TREE AT PINE CANYON EXISTING CONDITIONS	
PRELIMINARY FOR REVIEW AND COMMENT	
<h1>2</h1>	
SHEET 2 OF 8	

PLOTTED: Apr 07, 2022 - 1:31pm



LOCAL RESIDENTIAL STREET SECTION

SCALE: 1/4" = 1'
 -CUL-DE-SAC PER COF FD AMENDMENTS TO 2018 IFC SECTION 503.2.4
 -LOCAL RESIDENTIAL STREET SECTION PER TABLE 13-10-011-01 CITY CODE WITHOUT SIDEWALK
 -10% MAXIMUM ROADWAY SLOPE ALLOWED
 -FIRE LANE - NO PARKING' SIGNS SHALL BE PLACED PER COF FIRE DEPARTMENT REQUIREMENTS

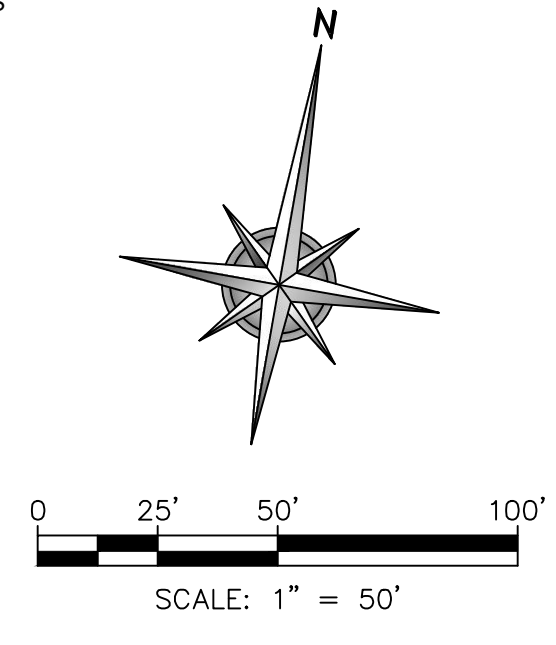
RAW EARTHWORK
 EXCAVATION (CUT) ≈ 1,245 CY
 EMBANKMENT (FILL) ≈ 1,013 CY

- EARTHWORK ASSUMPTIONS**
- EARTHWORK SHALL FOLLOW RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.
 - EXCAVATION FOR PAVEMENT SECTION ASSUMED TO BE 9" BELOW FINAL GRADE.
 - CONTRACTOR SHALL OBTAIN SEPARATE GRADING PERMIT FOR SURPLUS MATERIAL PLACED OFF-SITE IN CONFORMANCE WITH THE CITY OF FLAGSTAFF REQUIREMENTS.

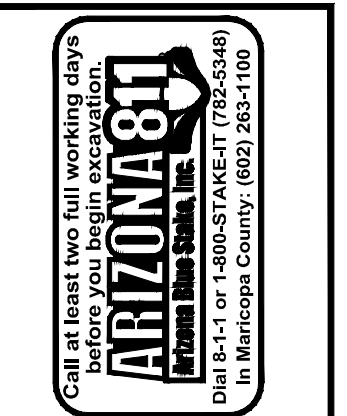
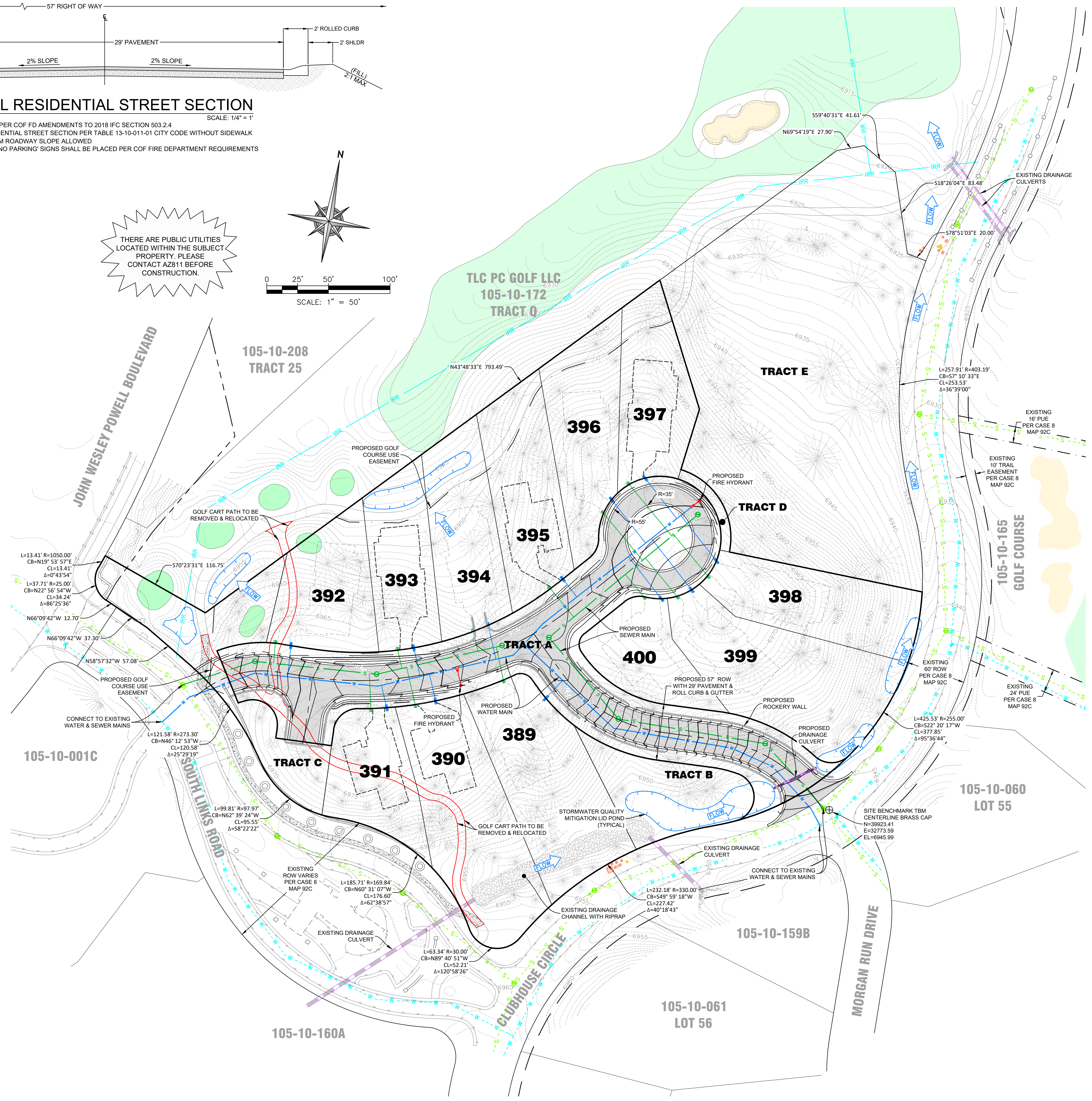
DRIVEWAY SLOPES

0' - 25'	16%
25' - 150'	20%
150' +	10%

THERE ARE PUBLIC UTILITIES LOCATED WITHIN THE SUBJECT PROPERTY. PLEASE CONTACT AZ811 BEFORE CONSTRUCTION.



FILE: Z:\Projects\PINE_CANYON\PROJECTS\19009_PC_Tract_23_GHOST_TREE\DWG\PLAT\19009-03-PLAT-PROP.dwg <CCD_Imperial>



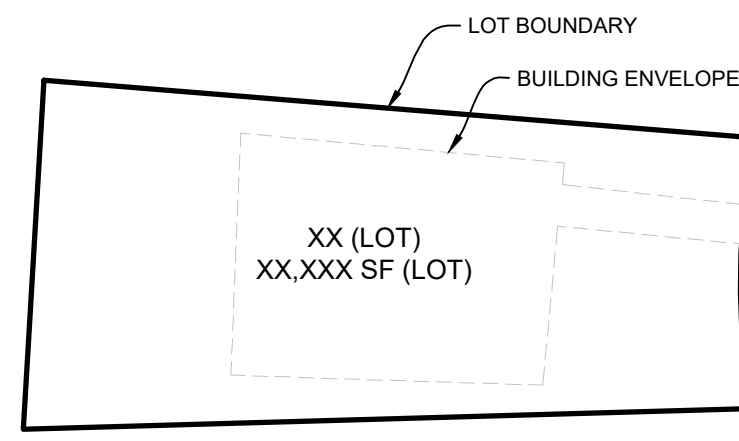
REVISIONS	DATE	BY

GRANITE BASIN ENGINEERING, INC.
 1901 COMBINE CENTER CIRCLE, SUITE 100, PHOENIX, ARIZONA 85008
 WWW.GRANITEBASINENGINEERING.COM

TLC PC LAND INVESTORS, LLC
 8601 NORTH SCOTTSDALE ROAD, SUITE 335
 SCOTTSDALE, ARIZONA 85253
 3201 SOUTH CLUBHOUSE CIRCLE
 GHOST TREE AT PINE CANYON
 PROPOSED CONDITIONS

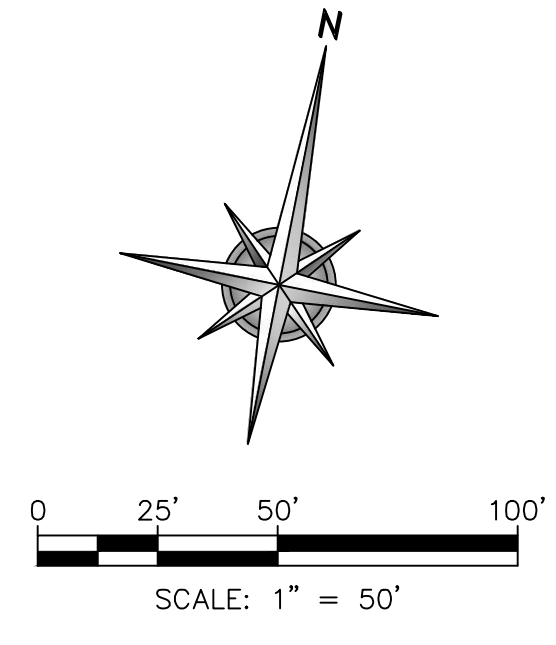
PRELIMINARY FOR REVIEW AND COMMENT

JOB:	19009
DATE:	4/7/2022
SCALE:	AS SHOWN
DRAWN:	TS
DESIGN:	TS
CHECKED:	TL



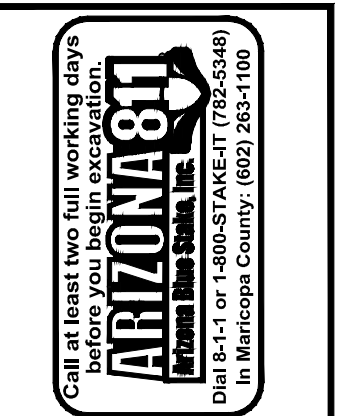
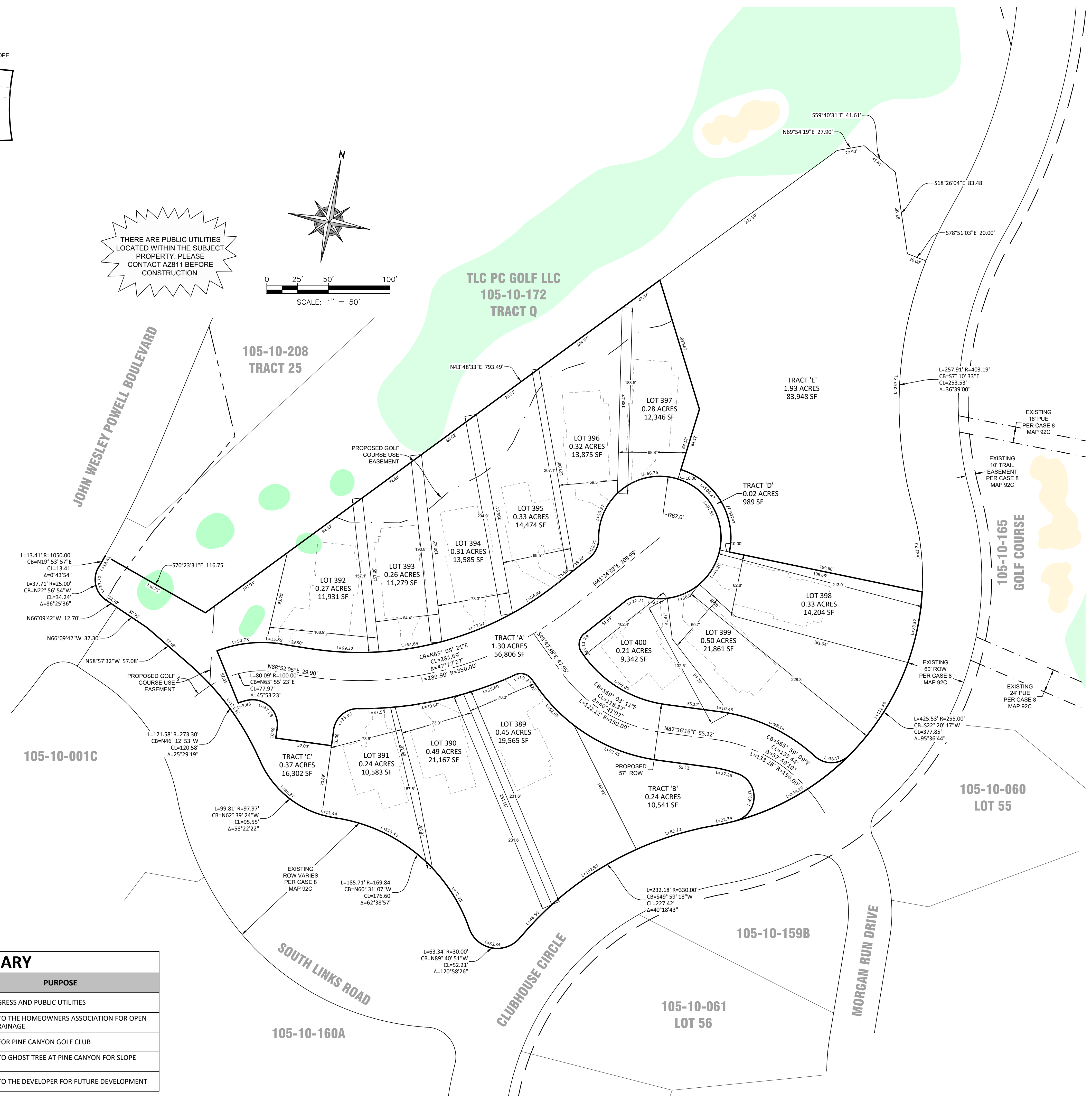
TYPICAL LOT DETAIL
NOT TO SCALE

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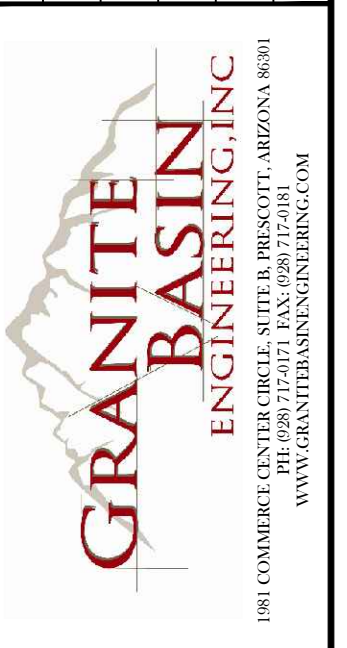


LOT SUMMARY		
LOT #	AREA (SF)	AREA (AC)
389	19,565	0.45
390	21,167	0.49
391	10,583	0.24
392	11,931	0.27
393	11,279	0.26
394	13,585	0.31
395	14,474	0.33
396	13,875	0.32
397	12,346	0.28
398	14,204	0.33
399	21,861	0.50
400	9,342	0.21

TRACT SUMMARY			
TRACT	AREA (SF)	AREA (AC)	PURPOSE
A	56,806	1.30	INGRESS/EGRESS AND PUBLIC UTILITIES
B	10,541	0.24	RESERVED TO THE HOMEOWNERS ASSOCIATION FOR OPEN SPACE & DRAINAGE
C	16,301	0.37	RESERVED FOR PINE CANYON GOLF CLUB
D	989	0.02	RESERVED TO GHOST TREE AT PINE CANYON FOR SLOPE EASEMENT
E	83,948	1.93	RESERVED TO THE DEVELOPER FOR FUTURE DEVELOPMENT



REVISIONS	DATE	BY



TLC PC LAND INVESTORS, LLC
8601 NORTH SCOTTSDALE ROAD, SUITE 335
SCOTTSDALE, ARIZONA 85253
3201 SOUTH CLUBHOUSE CIRCLE
GHOST TREE AT PINE CANYON
LOTTING PLAN

PRELIMINARY FOR REVIEW AND COMMENT

JOB:	19009
DATE:	4/7/2022
SCALE:	AS SHOWN
DRAWN:	TS
DESIGN:	TS
CHECKED:	TL

LOT 389				
Parcel Line and Curve Table				
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS	
L20	19.79	S35° 06' 23.24"E		
L19	20.37	S46° 52' 11.03"W		
L18	24.76	S37° 33' 42.83"E		
C1	19.27	78.86	14.00	
C2	11.80	1.79	378.50	
L17	17.48	N56° 17' 36.48"W		
L16	20.42	N55° 09' 15.24"E		
L15	2.00	S34° 58' 34.00"E		
L14	22.64	N55° 09' 15.24"E		
L13	34.15	N35° 06' 23.24"W		
L12	1.46	N54° 53' 36.76"E		
L11	14.36	N35° 06' 23.24"W		
L10	3.89	S54° 53' 36.76"W		
L9	14.00	N35° 11' 17.90"W		
L8	1.46	N54° 53' 36.76"E		
L7	30.83	N35° 06' 23.24"W		
L21	3.92	N54° 53' 36.76"E		
L6	38.29	S54° 53' 36.76"W		
L5	8.00	S35° 06' 23.24"E		
L4	2.77	S54° 53' 36.76"W		
L3	5.73	S35° 06' 23.24"E		
L2	4.93	S54° 53' 36.76"W		
L1	34.62	S35° 06' 23.24"E		

LOT 390				
Parcel Line and Curve Table				
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS	
L27	3.53	N63° 39' 09.08"E		
L33	27.50	S75° 59' 14.96"E		
L31	27.18	N53° 36' 44.49"W		
L30	6.51	N26° 20' 50.92"W		
L29	5.73	N63° 39' 09.08"E		
L28	7.78	S26° 20' 50.92"E		
L38	21.83	N26° 20' 50.92"W		
L37	27.23	S63° 39' 09.08"W		
L35	3.77	S63° 39' 09.08"W		
L34	40.16	S26° 20' 50.92"E		
L39	21.33	S63° 39' 09.08"W		
L24	50.61	N26° 20' 50.92"W		
L25	14.89	N63° 39' 09.08"E		
L26	1.26	N26° 20' 50.92"W		
L15	17.06	2.89	338.18	
L266	2.73	S63° 39' 09.08"W		

LOT 391				
Parcel Line and Curve Table				
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS	
L57	50.61	N26° 22' 49.15"W		
L56	21.33	S63° 37' 10.85"W		
L55	21.83	N26° 22' 49.15"W		
L54	27.19	S63° 37' 10.85"W		
L53	36.78	S26° 32' 23.74"E		
L52	3.91	S63° 37' 10.85"W		
L51	40.16	S26° 22' 49.15"E		
L50	3.81	N63° 37' 10.85"E		
L49	10.94	S8° 33' 12.11"E		
L47	11.01	N8° 33' 12.11"W		
L46	11.77	N31° 03' 25.68"E		
L40	3.53	N63° 37' 10.85"E		
L42	5.73	N63° 37' 10.85"E		
L41	7.78	S26° 22' 49.15"E		
L45	11.67	N26° 22' 49.15"W		
L44	2.73	N63° 37' 10.85"E		
L43	6.51	N26° 22' 49.15"W		
C16	12.04	1.82	378.50	
L263	10.77	N26° 22' 49.15"W		
L264	14.89	S63° 37' 10.85"W		
L265	1.26	S26° 22' 49.15"E		

LOT 392				
Parcel Line and Curve Table				
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS	
L70	9.89	N3° 32' 25.96"W		
L69	15.00	N86° 27' 34.04"E		
L68	24.26	N26° 27' 34.04"E		
L67	17.20	N0° 30' 47.86"E		
C5	4.61	2.05	128.50	
L66	7.41	S88° 52' 04.99"W		
L65	11.39	S0° 34' 43.23"W		
L64	9.18	S45° 20' 29.03"W		
L63	8.61	S86° 27' 34.04"W		
L62	3.07	N3° 32' 25.96"W		
L61	20.42	S86° 27' 34.04"W		
L60	2.00	S3° 32' 25.96"E		
L59	22.64	S86° 27' 34.04"W		
L76	30.83	N3° 32' 25.96"W		
L75	1.46	S86° 27' 34.04"W		
L74	14.00	N3° 27' 31.29"W		
L73	3.89	N86° 27' 34.04"E		
L72	14.36	N3° 32' 25.96"W		
L71	1.46	S86° 27' 34.04"W		
L81	4.93	N86° 27' 34.04"E		
L80	5.73	S3° 32' 25.96"E		
L79	2.77	N86° 27' 34.04"E		
L78	8.00	S3° 32' 25.96"E		
L77	38.29	N86° 27' 34.04"E		
L82	34.62	S3° 32' 25.96"E		
L83	3.92	S86° 27' 34.04"W		
L58	42.98	S3° 32' 25.96"E		

LOT 393				
Parcel Line and Curve Table				
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS	
L96	8.00	N15° 18' 45.78"W		
L94	5.73	N15° 18' 45.78"W		
L95	2.77	N74° 41' 14.22"E		
L93	4.93	N74° 41' 14.22"E		
L91	3.92	S74° 41' 14.22"W		
L92	34.62	N15° 18' 45.78"W		
L90	42.98	N15° 18' 45.78"W		
L89	12.84	S74° 41' 14.22"W		
L88	14.42	N23° 05' 09.39"W		
L86	14.37	S6° 50' 54.12"E		
L85	18.88	S15° 01' 57.08"W		
L84	7.17	S74° 41' 14.22"W		
L103	1.46	S74° 41' 14.22"W		
L102	14.36	S15° 18' 45.78"E		
L101	3.89	N74° 41' 14.22"E		
L100	14.00	S15° 23' 40.45"E		
L99	1.46	S74° 41' 14.22"W		
L98	30.83	S15° 18' 45.78"E		
L97	38.29	N74° 41' 14.22"E		
L261	19.03	S7° 29' 05.03"E		
C7	12.26	2.19	321.50	

LOT 394				
Parcel Line and Curve Table				
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS	
L113	34.15	N20° 18' 30.70"W		
L112	7.18	S69° 41' 29.30"W		
L111	8.16	N20° 18' 30.70"W		
L110	11.27	N60° 29' 29.64"W		
L109	14.31	N20° 36' 21.85"W		
C7	12.26	2.19	321.50	
L108	13.50	S20° 36' 21.85"E		
L107	9.76	S2° 32' 17.89"W		
L106	8.01	S20° 18' 30.70"E		
L105	12.83	S69° 41' 29.30"W		
L104	42.98	S20° 18' 30.70"E		
L114	1.46	S69° 41' 29.30"W		
L116	3.89	N69° 41' 29.30"E		
L115	14.36	N20° 18' 30.70"W		
L117	14.00	N20° 13' 36.04"W		
L119	30.83	N20° 18' 30.70"W		
L118	1.46	S69° 41' 29.30"W		
L126	3.92	S69° 41' 29.30"W		
L125	34.62	S20° 18' 30.70"E		
L124	4.93	N69° 41' 29.30"E		
L123	5.73	S20° 18' 30.70"E		
L122	2.77	N69° 41' 29.30"E		
L121	8.00	S20° 18' 30.70"E		
L120	38.29	N69° 41' 29.30"E		

LOT 395				
Parcel Line and Curve Table				
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS	
L136	10.61	N37° 58' 45.54"W		
L135	35.57	N71° 23' 29.93"W		
L132	25.54	S70° 16' 20.82"E		
L131	2.73	S68° 41' 45.06"W		
L130	6.51	S21° 18' 14.94"E		
L139	3.77	N68° 41' 45.06"E		
L137	3.81	S68° 41' 45.06"W		
L138	40.16	N21° 18' 14.94"W		
L140	36.78	N21° 18' 14.94"W		
L142	21.83	S21° 18' 14.94"E		
L141	27.23	N68° 41' 45.06"E		
L149	5.73	S68° 41' 45.06"W		
L148	7.78	N21° 18' 14.94"W		
L147	3.53	S68° 41' 45.06"W		
L146	1.26	S21° 18' 14.94"E		
L145	14.89	S68° 41' 45.06"W		
L143	21.33	N68° 41' 45.06"E		
L144	50.61	S21° 18' 14.94"E		
L262	4.87	N41° 24' 37.87"E		
C17	7.13	1.27	321.50	

LOT 396				
Parcel Line and Curve Table				
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS	
L171	3.92	S75° 59' 26.67"W		
L170	34.62	S14° 00' 33.33"E		
L169	4.93	N75° 59' 26.67"E		
L168	5.73	S14° 00' 33.33"E		
L167	2.77	N75° 59' 26.67"E		
L166	8.00	S14° 00' 33.33"E		
L165	38.29	N75° 59' 26.67"E		
L163	1.46	S75° 59' 26.67"W		
L164	30.83	N14° 00' 33.33"W		
L162	14.00	N13° 55' 38.67"W		
L161	3.89	N75° 59' 26.67"E		
L160	14.36	N14° 00' 33.33"W		
L159	1.46	S75° 59' 26.67"W		
L158	34.15	N14° 00' 33.33"W		
L157	7.17	S75° 59' 26.67"W		
L156	14.13	N14° 00' 33.33"W		
L155	17.17	N84° 00' 00.67"W		
L154	15.15	N66° 03' 36.96"W		
C9	12.04	11.12	62.00	
L153	15.05	S66° 03' 36.96"E		
L152	12.18	S14° 00' 33.33"E		
L151	12.84	S75° 59' 26.67"W		
L150	42.98	S14° 00' 33.33"E		

LOT 397				
Parcel Line and Curve Table				
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS	
C10	13.42	12.40	62.00	
L181	7.25	S5° 39' 20.46"E		
L180	16.41	S36° 41' 01.42"W		
L179	9.38	S5° 39' 20.46"E		
L178	12.84	S84° 20' 39.54"W		
L177	42.98	S5° 39' 20.46"E		
L176	3.92	S84° 20' 39.54"W		
L175	34.62	S5° 39' 20.46"E		
L174	4.93	N84° 20' 39.54"E		
L173	5.73	S5° 39' 20.46"E		
L184	34.15	N5° 39' 20.46"W		
L183	7.17	S84° 20' 39.54"W		
L182	32.70	N5° 39' 20.46"W		
L185	1.46	S84° 20' 39.54"W		
L172	2.77	N84° 20' 39.54"E		
L189	1.46	S84° 20' 39.54"W		
L188	14.00	N5° 34' 25.79"W		
L195	34.62	N85° 03' 16.75"W		
L186	14.36	N5° 39' 20.46"W		
L267	30.83	S5° 39' 20.46"E		
L268	38.29	S84° 20' 39.54"W		
L269	8.00	N5° 39' 20.46"W		

LOT 398				
Parcel Line and Curve Table				
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS	
L210	30.83	S85° 03' 16.75"E		
L209	1.46	N4° 56' 43.25"E		
L208	14.00	S84° 58' 22.08"E		
L207	3.89	S4° 56' 43.25"W		
L206	14.36	S85° 03' 16.75"E		
L205	1.46	N4° 56' 43.25"E		
L204	34.15	S85° 03' 16.75"E		
L203	7.16	N4° 56' 43.25"E		
L202	25.78	S85° 41' 03.85"E		
C11	13.61	12.58	62.00	
L201	8.82	N64° 24' 55.60"W		
L200	10.49	N46° 16' 48.96"W		
L190	38.29	S4° 56' 43.25"W		
L199	15.00	N85° 03' 16.75"W		
L198	12.85	N4° 56' 43.25"E		
L197	42.98	N85° 03' 16.75"W		
L196	3.92	N4° 56' 43.25"E		
L195	34.62	N85° 03' 16.75"W		
L194	4.93	S4° 56' 43.25"W		
L193	5.73	N85° 03' 16.75"W		
L191	8.00	N85° 03' 16.75"W		

LOT 399				
Parcel Line and Curve Table				
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS	
L226	7.16	N31° 50' 29.08"E		
L225	11.75	S56° 06' 23.72"E		
L224	15.34	S45° 37' 47.55"E		
C12	12.29	11.35	62.00	
L223	8.51	N45° 37' 47.55"W		
L222	17.33	N5° 25' 00.56"W		

STEEP SLOPES RESOURCE PROTECTION & ALLOWABLE DISTURBANCE					
LOT/UNIT	LOTS & AREAS		SLOPE RESOURCE & ALLOWABLE DISTURBANCE		TOTAL STEEP SLOPE DISTURBANCE (SF)
	AREA (ACRE)	(SF)	17 - 24.99% SLOPES DISTURBANCE WITHIN BUILDING ENVELOPE (SF)	25 - 34.99% SLOPES DISTURBANCE WITHIN BUILDING ENVELOPE (SF)	
389	0.45	19,565	1,906	73	1,979
390	0.49	21,167	143	0	143
391	0.24	10,583	596	0	596
392	0.27	11,931	2,303	0	2,303
393	0.26	11,279	2,488	0	2,488
394	0.31	13,585	111	0	111
395	0.33	14,474	2,733	0	2,733
396	0.32	13,875	2,181	0	2,181
397	0.28	12,346	2,536	804	3,340
398	0.33	14,204	1,644	620	2,264
399	0.50	21,861	1,345	0	1,345
400	0.21	9,342	528	0	528
TOTALS	4.00	174,212	18,514	1,497	20,011
BALANCE OF ALLOWABLE LOT DISTURBANCE OF STEEP SLOPES FROM INFRASTRUCTURE			18,790	2,588	21,378
PROTECTED STEEP SLOPES (OVER & ABOVE MINIMUM REQUIRED)			276	1,091	1,367
FOREST RESOURCE POINTS (1 POINT PER 50 SF)			5	21	26

PARENT PROPERTY SLOPE DATA						
RANGE (%)	AREA (SF)	ALLOWABLE DISTURBANCE (%)	INFRASTRUCTURE DISTURBANCE (%)	BALANCE (ALLOWABLE LOT DISTURBANCE)		
17 - 24.99%	88,711	30%	26,613	9%	7,823	21%
25 - 34.99%	25,989	20%	5,198	10%	2,610	10%
> 35% (*)	0	-	-	-	-	-
TOTALS	114,700		31,811		10,433	21,378

FOREST RESOURCE PROTECTION DATA			
FOREST RESOURCES	POINTS	%	
PARENT PROPERTY TOTAL AVAILABLE FOREST RESOURCE CREDIT POINTS (SEE SHEET 8)	529	100.00%	
FOREST RESOURCE CREDIT POINTS, PROTECTED OUTSIDE OF BUILDING ENVELOPES, DERIVED FROM TREE SURVEY (SEE SHEET 8)	242	45.75%	
FOREST RESOURCE CREDIT POINTS DERIVED FROM PROTECTED STEEP SLOPES (OVER & ABOVE MINIMUM REQUIRED)	26	4.91%	
TOTAL PROTECTED FOREST RESOURCE CREDIT POINTS	268	50.66%	



LEGEND

- PAVED ROADWAY
- BUILDING ENVELOPES
- 0% TO 16.99% SLOPES
- 17% TO 24.99% SLOPES
- 25% TO 34.99% SLOPES
- TREE TO BE PROTECTED
- TREE WITHIN PROTECTED SLOPES
- TREE TO BE REMOVED

Call at least two full working days before you begin construction
ARIZONA 811
 Dial 811 or 1-800-STAKEIT (782-5148)
 In Maricopa County, (602) 263-1100

REVISIONS	DATE	BY

GRANITE BASIN ENGINEERING, INC.
 1801 COMBINE CENTER CIRCLE, SUITE 100, WICKLIFFE, ARIZONA 85090
 WWW.GRANITEBASINENGINEERING.COM

TLC PC LAND INVESTORS, LLC
 8601 NORTH SCOTTSDALE ROAD, SUITE 335
 SCOTTSDALE, ARIZONA 85253
 3201 SOUTH CLUBHOUSE CIRCLE
 GHOST TREE AT PINE CANYON
 NATURAL RESOURCE PROTECTION PLAN & TREE SURVEY

PRELIMINARY FOR REVIEW AND COMMENT

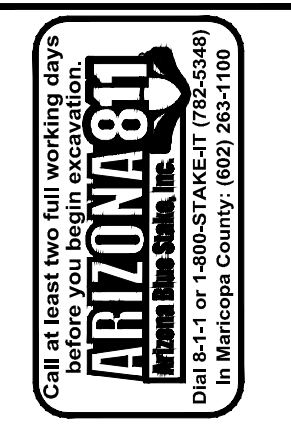
JOB:	19009
DATE:	4/7/2022
SCALE:	AS SHOWN
DRAWN:	TS
DESIGN:	TS
CHECKED:	TL

GHOST TREE AT PINE CANYON - FOREST RESOURCE DATA

* THIS TABLE DOES NOT INCLUDE ANY FOREST RESOURCES (TREES) WITHIN STEEP SLOPE AREAS

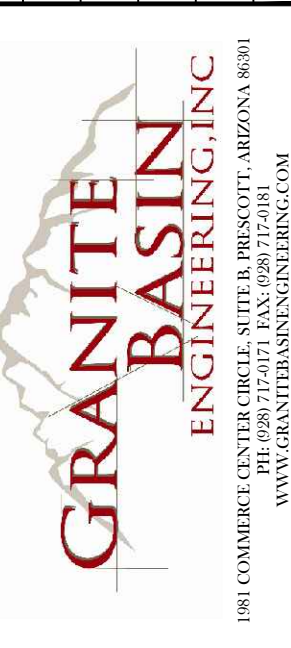
UNIT / TRACT	FOREST RESOURCE ID	FOREST RESOURCE SPECIE	FOREST RESOURCE DBH (in)	FOREST RESOURCE POINTS	FOREST RESOURCE CREDIT MULTIPLIER (0=REMOVED) (1=PROTECTED)	PROTECTED FOREST RESOURCE CREDIT	
	389	76	JUNIPER	6	8	1	8
	389	99	PONDEROSA	8	1	0	0
	389	100	PONDEROSA	13	4	0	4
	389	101	PONDEROSA	13	4	1	4
	389	102	PONDEROSA	15	4	1	4
	389	183	PONDEROSA	16	4	1	4
	389	185	PONDEROSA	20	8	1	8
	390	77	PONDEROSA	6	1	1	1
	390	94	PONDEROSA	8	1	0	0
	390	95	PONDEROSA	18	8	1	8
	390	180	PONDEROSA	13	4	0	0
	390	181	PONDEROSA	13	4	0	0
	391	120	PONDEROSA	10	2	0	0
	391	121	PONDEROSA	8	1	0	0
	391	122	PONDEROSA	7	1	0	0
	391	124	PONDEROSA	8	1	1	1
	391	153	PONDEROSA	13	4	1	4
	391	154	PONDEROSA	8	1	1	1
	391	155	PONDEROSA	17	4	0	0
	391	156	PONDEROSA	14	4	0	0
	391	157	PONDEROSA	8	1	0	0
	391	158	PONDEROSA	16	4	0	0
	391	160	PONDEROSA	24	8	1	8
	392	144	PONDEROSA	23	8	1	8
	392	145	PONDEROSA	23	8	0	0
	394	187	PONDEROSA	20	8	1	8
	394	188	PONDEROSA	24	8	1	8
	394	192	PONDEROSA	18	8	1	8
	394	193	PONDEROSA	20	8	0	0
	394	194	PONDEROSA	18	8	0	0
	394	198	PONDEROSA	19	8	0	0
	395	191	PONDEROSA	18	8	1	8
	395	196	PONDEROSA	22	8	1	8
	396	218	PONDEROSA	15	4	1	4
	396	219	PONDEROSA	15	4	1	4
	396	240	PONDEROSA	12	2	0	0
	396	241	PONDEROSA	19	8	0	0
	396	242	PONDEROSA	17	4	0	0
	396	243	PONDEROSA	13	4	0	0
	397	238	PONDEROSA	15	4	1	4
	397	262	PONDEROSA	20	8	0	0
	398	186	PONDEROSA	13	4	0	0
	398	283	PONDEROSA	21	8	0	0
	399	5	PONDEROSA	19	8	1	8
	399	6	PONDEROSA	24	8	1	8
	399	226	PONDEROSA	18	8	0	0
	399	227	PONDEROSA	14	4	0	0
	399	228	PONDEROSA	6	1	0	0
	399	282	PONDEROSA	14	4	1	4
	400	225	PONDEROSA	17	4	1	4
	TRACT 'A'	129	JUNIPER	8	8	0	0
	TRACT 'A'	133	PONDEROSA	14	4	1	4
	TRACT 'A'	134	PONDEROSA	10	2	1	2
	TRACT 'A'	135	PONDEROSA	10	2	0	0
	TRACT 'A'	136	JUNIPER	7	8	0	0
	TRACT 'A'	137	PONDEROSA	16	4	0	0
	TRACT 'A'	148	PONDEROSA	14	4	0	0
	TRACT 'A'	149	PONDEROSA	20	8	0	0
	TRACT 'A'	150	PONDEROSA	18	8	0	0
	TRACT 'A'	151	PONDEROSA	10	2	0	0
	TRACT 'A'	152	PONDEROSA	26	20	0	0
	TRACT 'A'	159	PONDEROSA	17	4	1	4
	TRACT 'A'	161	PONDEROSA	20	8	0	0
	TRACT 'A'	162	PONDEROSA	16	4	0	0
	TRACT 'A'	163	PONDEROSA	18	8	0	0
	TRACT 'A'	164	PONDEROSA	16	4	0	0
	TRACT 'A'	179	PONDEROSA	6	1	0	0
	TRACT 'A'	182	PONDEROSA	12	2	1	2

UNIT / TRACT	FOREST RESOURCE ID	FOREST RESOURCE SPECIE	FOREST RESOURCE DBH (in)	FOREST RESOURCE POINTS	FOREST RESOURCE CREDIT MULTIPLIER (0=REMOVED) (1=PROTECTED)	PROTECTED FOREST RESOURCE CREDIT
TRACT 'A'	202	PONDEROSA	20	8	0	0
TRACT 'A'	208	PONDEROSA	15	4	0	0
TRACT 'A'	220	PONDEROSA	24	8	0	0
TRACT 'A'	221	PONDEROSA	30	20	0	0
TRACT 'A'	222	PONDEROSA	17	4	0	0
TRACT 'A'	223	PONDEROSA	10	2	0	0
TRACT 'A'	224	PONDEROSA	8	1	0	0
TRACT 'A'	234	PONDEROSA	18	8	0	0
TRACT 'A'	239	PONDEROSA	24	8	0	0
TRACT 'A'	280	PONDEROSA	18	8	0	0
TRACT 'A'	281	PONDEROSA	18	8	0	0
TRACT 'B'	72	PONDEROSA	24	8	1	8
TRACT 'B'	73	PONDEROSA	22	8	1	8
TRACT 'B'	74	PONDEROSA	27	20	1	20
TRACT 'C'	125	PONDEROSA	8	1	1	1
TRACT 'C'	126	PONDEROSA	20	8	1	8
TRACT 'C'	127	PONDEROSA	24	8	0	0
TRACT 'C'	128	PONDEROSA	8	1	0	0
TRACT 'C'	130	JUNIPER	8	8	1	8
TRACT 'C'	131	PONDEROSA	9	2	1	2
TRACT 'C'	132	PONDEROSA	7	1	1	1
TRACT 'C'	138	PONDEROSA	24	8	1	8
TRACT 'C'	139	PONDEROSA	12	2	1	2
TRACT 'C'	140	PONDEROSA	18	8	1	8
TRACT 'C'	141	PONDEROSA	16	4	1	4
TRACT 'C'	142	PONDEROSA	19	8	1	8
TRACT 'C'	146	PONDEROSA	8	1	1	1
TRACT 'C'	147	PONDEROSA	13	4	1	4
			TOTAL	529	TOTAL PROTECTED	242



REVISIONS	DATE	BY

FOR REVIEW ONLY	FOR BID ONLY	FOR APPROVAL ONLY	FOR RECORDING ONLY	FOR CONSTRUCTION ONLY	FOR AS-BUILT ONLY
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



TLC PC LAND INVESTORS, LLC
 8601 NORTH SCOTTSDALE ROAD, SUITE 335
 SCOTTSDALE, ARIZONA 85263
 3201 SOUTH CLUBHOUSE CIRCLE
 GHOST TREE AT PINE CANYON
 FOREST RESOURCE DATA

**PRELIMINARY
 FOR REVIEW
 AND COMMENT**

JOB:	19009
DATE:	4/7/2022
SCALE:	AS SHOWN
DRAWN:	TS
DESIGN:	TS
CHECKED:	TL



2200 E Huntington Dr.
Flagstaff, Az. 86004

1-12-2022

Kaline Hutchinson

Re: Ghost Tree at Pine Canyon

Dear Kaline,

The above referenced project is located in Arizona Public Service Company's electric service area. The Company extends its lines in accordance with the "Conditions Governing Extensions of Electric Distribution Lines and Services," Schedule 3, and the "Terms and Conditions for the Sale of Electric Service," Schedule 1, on file with the Arizona Corporation Commission at the time we begin installation of the electric facilities.

Application for the Company's electric service often involves construction of new facilities for various distances and costs depending upon customer's location, load size and load characteristics. With such variations, it is necessary to establish conditions under which Arizona Public Service will extend its facilities.

The enclosed policy governs the extension of overhead and underground electric facilities to customers whose requirements are deemed by Arizona Public Service to be usual and reasonable in nature.

Please give me a call at 928-773-6440 so that we may set up an appointment to discuss the details necessary for your project.

Sincerely,

Chad Brooks

Chad Brooks
Customer Project Representative SR
Flagstaff Construction

Kaline Hutchinson

From: Bob (Robert) Kuhn <bkuhn@fusd1.org> on behalf of Bob (Robert) Kuhn
Sent: Thursday, January 6, 2022 1:49 PM
To: Tucker Sweeney; Steven M. Rhode
Cc: Kaline Hutchinson
Subject: Re: Ghost Tree at Pine Canyon

Tucker and Kaline,
With the confirmation of the size of the cul-de-sac the plans look good.
Thanks,
Bob Kuhn
Asst. Supt. of Operations
Flagstaff U.S.D.#1
928-220-2035 cell
928-527-6010 office

From: Tucker Sweeney <tucker@granitebasinengineering.com>
Sent: Thursday, January 6, 2022 12:47 PM
To: Bob (Robert) Kuhn <bkuhn@fusd1.org>
Cc: Kaline Hutchinson <kaline@granitebasinengineering.com>
Subject: Ghost Tree at Pine Canyon

Good afternoon Bob,

The cul-de-sac is per City of Flagstaff Standard Detail 10-04-011. The inside edge of pavement radius is 30 feet and the outside edge of pavement is 50 feet.

Please feel free to contact me with any further questions or comments.

Regards,

Tucker Sweeney, Designer
Granite Basin Engineering, Inc.
1981 Commerce Center Circle, Suite B
Prescott, AZ 86301
Ph: 928.717.0171
Fx: 928.717.0181
Cell: 928.899.5894
tucker@granitebasinengineering.com

From: Bob (Robert) Kuhn <bkuhn@fusd1.org>
Sent: Wednesday, January 5, 2022 3:14 PM
To: kaline@granitebasinengineering.com
Cc: Michael Penca <mpenca@fusd1.org>; Steven M. Rhode <srhode@fusd1.org>
Subject: Re: Will Serve Letter - Ghost Tree at Pine Canyon

Kaline,

I am the Asst. Supt. of Operations for FUSD I review proposed subdivisions for the district. In reviewing your plans what is the size of the cul-de-sac shown on the plans?

Bob Kuhn

Asst. Supt. of Operations

Flagstaff U.S.D.#1

928-220-2035 cell

928-527-6010 office

From: Michael Penca <mpenca@fUSD1.org>

Sent: Wednesday, January 5, 2022 12:09 PM

To: Bob (Robert) Kuhn <bkuhn@fUSD1.org>

Subject: Fw: Will Serve Letter - Ghost Tree at Pine Canyon

Please review and touch base with me. I will follow up with an email to confirm receipt.

Michael A. Penca

Superintendent

928-527-6002

mpenca@fUSD1.org



From: Kaline Hutchinson <kaline@granitebasinengineering.com>

Sent: Wednesday, January 5, 2022 11:35 AM

To: Michael Penca <mpenca@fUSD1.org>

Subject: Will Serve Letter - Ghost Tree at Pine Canyon

Mr. Penca -

We have a prerequisite to notify the Flagstaff Unified School District of a new community per the County's Preliminary Plat Application Checklist.

Please find our request for a will serve letter for Ghost Tree at Pine Canyon. Also attached is a Concept Plat for your reference. Please let me know if you need anything else to complete your review.

We sincerely appreciate your time and consideration.

Kaline Hutchinson

Operations Manager

Granite Basin Engineering, Inc.

1981 Commerce Center Circle, Suite B

Prescott, AZ 86301

Office: 928-717-0171

www.granitebasinengineering.com

Kaline Hutchinson

From: Bohn, Eric <ebohn@coconino.az.gov> on behalf of Bohn, Eric
Sent: Wednesday, January 12, 2022 10:08 AM
To: Kaline Hutchinson
Subject: Re: Will Serve Letter - Ghost Tree at Pine Canyon - Courtesy Reminder for Coconino County

Hi Kaline,

If this purely a single-family residential development as stated, there are no licenses or permits to obtain from the health department prior to construction.

Thanks,

Eric
Eric Bohn, REHS/RS
Environmental Health Specialist III
Coconino County Health & Human Services
928-679-8757 office



From: Kaline Hutchinson <kaline@granitebasinengineering.com>
Sent: Wednesday, January 12, 2022 10:01 AM
To: Bohn, Eric <ebohn@coconino.az.gov>
Subject: FW: Will Serve Letter - Ghost Tree at Pine Canyon - Courtesy Reminder for Coconino County

Good Morning Eric –

Can you please confirm that there are no issues with Ghost Tree at Pine Canyon as presented? We are hoping to submit our plat application next week and Coconino County will be looking for these confirmations as part of our package. Please let me know if you had any further questions.

Thanks very much.

Kaline Hutchinson
Operations Manager
Granite Basin Engineering, Inc.
1981 Commerce Center Circle, Suite B
Prescott, AZ 86301
Office: 928-717-0171
www.granitebasinengineering.com

From: Kaline Hutchinson <kaline@granitebasinengineering.com>
Sent: Friday, January 7, 2022 12:15 PM
To: 'Bohn, Eric' <ebohn@coconino.az.gov>
Subject: RE: Will Serve Letter - Ghost Tree at Pine Canyon

Eric –

Thanks for getting back to us so quickly. This is a small phase of a large master planned community of single family residential homes. This are not commercial in any sense of the word.

Kaline Hutchinson
Operations Manager
Granite Basin Engineering, Inc.
1981 Commerce Center Circle, Suite B
Prescott, AZ 86301
Office: 928-717-0171
www.granitebasinengineering.com

From: Bohn, Eric <ebohn@coconino.az.gov>
Sent: Friday, January 7, 2022 9:23 AM
To: Kaline Hutchinson <kaline@granitebasinengineering.com>
Subject: Re: Will Serve Letter - Ghost Tree at Pine Canyon

Hello Kaline,

Thank you for reaching out and notifying us of your plans. Is this proposed development being operated like a "hotel/motel" with nightly rentals, housekeeping services, and/or linen service?

Eric

*Eric Bohn, REHS/RS
Environmental Health Specialist III
Coconino County Health & Human Services
928-679-8757 office*



From: Kaline Hutchinson <kaline@granitebasinengineering.com>
Sent: Wednesday, January 5, 2022 11:40 AM
To: Bohn, Eric <ebohn@coconino.az.gov>
Subject: Will Serve Letter - Ghost Tree at Pine Canyon

Good Morning Mr. Bohn –

We have a prerequisite to notify the Coconino Health Department of a new community per the County's Preliminary Plat Application Checklist. Please find our request for a will serve letter for Ghost Tree at Pine Canyon. Also attached is a Concept Plat for your reference. Please let me know if you need anything else to complete your review.

We sincerely appreciate your time and consideration.

Kaline Hutchinson
Operations Manager
Granite Basin Engineering, Inc.
1981 Commerce Center Circle, Suite B
Prescott, AZ 86301
Office: 928-717-0171
www.granitebasinengineering.com

Kaline Hutchinson

From: Kaline Hutchinson
Sent: Wednesday, January 12, 2022 10:10 AM
To: 'jason.quinlan@suddenlink.com'
Cc: 'Sanford.Yazzie@AlticeUSA.com'
Subject: RE: Will Serve Letter - Ghost Tree at Pine Canyon - Courtesy Reminder for Suddenlink
Attachments: 19010 - Ghost Tree at PC - Will Serve - Suddenlink.pdf; 02_Ghost Tree Revised Concept Plat-2021-11-24.pdf

Good Morning Gentlemen –

I'm just following up on this will serve letter request for Ghost Tree at Pine Canyon in Flagstaff. We will be submitting our plat application next week and the County will be looking for these letters to be a part of that package. Please let us know if you have any further questions.

Thanks in advance.

Kaline Hutchinson
Operations Manager
Granite Basin Engineering, Inc.
1981 Commerce Center Circle, Suite B
Prescott, AZ 86301
Office: 928-717-0171
www.granitebasinengineering.com

From: Kaline Hutchinson <kaline@granitebasinengineering.com>
Sent: Wednesday, January 5, 2022 5:05 PM
To: 'jason.quinlan@suddenlink.com' <jason.quinlan@suddenlink.com>
Subject: Will Serve Letter - Ghost Tree at Pine Canyon

Good Morning Jason –

I found your name online and hope that you are the right person. Glen Clark used to be our contact for these, but I received a bounce back on his address. Please find our request for a will serve letter for Ghost Tree at Pine Canyon. Also attached is a Concept Plat for your reference. Please let me know if you need anything else to complete your review.

We sincerely appreciate your time and consideration.

Kaline Hutchinson
Operations Manager
Granite Basin Engineering, Inc.
1981 Commerce Center Circle, Suite B
Prescott, AZ 86301
Office: 928-717-0171
www.granitebasinengineering.com



January 5, 2022

Glen Clark
Suddenlink Communications

glen.clark@suddenlink.com

Re: Ghost Tree at Pine Canyon

Dear Glen;

On behalf of TLC PC Land Investors, LLC, Granite Basin Engineering is requesting a “will serve” letter from your organization as part of the predevelopment, due diligence review of a proposed 12 residential lot community on parcel 105-10-206 within the Pine Canyon master community as seen in the attached Concept Plat. This 5.92 acre property is located in Section 21, Township 7, Range 34 of the Gila and Salt River Meridian, Flagstaff, AZ.

Please respond at your soonest convenience or let me know if further information is needed. Thank you for your assistance.

Sincerely,

Kaline Hutchinson
kaline@granitebasinengineering.com
Operations Manager
Granite Basin Engineering

Kaline Hutchinson

From: Kaline Hutchinson
Sent: Wednesday, January 12, 2022 10:17 AM
To: 'jason.dale@centurylink.com'
Subject: FW: Will Serve Letter - Ghost Tree at Pine Canyon
Attachments: 19010 - Ghost Tree at PC - Will Serve - Centurylink.pdf; 02_Ghost Tree Revised Concept Plat-2021-11-24.pdf

Good Morning Jason –

I'm just following up on this will serve letter request for Ghost Tree at Pine Canyon in Flagstaff. We will be submitting our plat application next week and the County will be looking for these letters to be a part of that package. Please let us know if you have any further questions.

As always, I appreciate your assistance. Thanks in advance.

Kaline Hutchinson
Operations Manager
Granite Basin Engineering, Inc.
1981 Commerce Center Circle, Suite B
Prescott, AZ 86301
Office: 928-717-0171
www.granitebasinengineering.com

From: Kaline Hutchinson <kaline@granitebasinengineering.com>
Sent: Wednesday, January 5, 2022 11:29 AM
To: 'jason.dale@centurylink.com' <jason.dale@centurylink.com>
Subject: Will Serve Letter - Ghost Tree at Pine Canyon

Good Morning Jason –

Please find our request for a will serve letter for Ghost Tree at Pine Canyon. Also attached is a Concept Plat for your reference. Please let me know if you need anything else to complete your review.

We sincerely appreciate your time and consideration.

Kaline Hutchinson
Operations Manager
Granite Basin Engineering, Inc.
1981 Commerce Center Circle, Suite B
Prescott, AZ 86301
Office: 928-717-0171
www.granitebasinengineering.com



January 5, 2022

Jason Dale
Field Engineer
Centurylink
112 N. Beaver Street
Flagstaff, AZ 86001

jason.dale@centurlink.com

Re: Ghost Tree at Pine Canyon

Dear Jason;

On behalf of TLC PC Land Investors, LLC, Granite Basin Engineering is requesting a “will serve” letter from your organization as part of the predevelopment, due diligence review of a proposed 12 residential lot community on parcel 105-10-206 within the Pine Canyon master community as seen in the attached Concept Plat. This 5.92 acre property is located in Section 21, Township 7, Range 34 of the Gila and Salt River Meridian, Flagstaff, AZ.

Please respond at your soonest convenience or let me know if further information is needed. Thank you for your assistance.

Sincerely,

Kaline Hutchinson
kaline@granitebasinengineering.com
Operations Manager
Granite Basin Engineering

Kaline Hutchinson

From: Kaline Hutchinson
Sent: Wednesday, January 12, 2022 10:13 AM
To: 'bberner@uesaz.com'
Subject: FW: Will Serve Letter - Ghost Tree at Pine Canyon - Courtesy Reminder for UES
Attachments: 19010 - Ghost Tree at PC - Will Serve - Unisource.pdf; 02_Ghost Tree Revised Concept Plat-2021-11-24.pdf

Good Morning Blake –

I'm just following up on this will serve letter request for Ghost Tree at Pine Canyon in Flagstaff. We will be submitting our plat application next week and the County will be looking for these letters to be a part of that package. Please let us know if you have any further questions.

Thanks in advance.

Kaline Hutchinson
Operations Manager
Granite Basin Engineering, Inc.
1981 Commerce Center Circle, Suite B
Prescott, AZ 86301
Office: 928-717-0171
www.granitebasinengineering.com

From: Kaline Hutchinson <kaline@granitebasinengineering.com>
Sent: Wednesday, January 5, 2022 11:30 AM
To: 'bberner@uesaz.com' <bberner@uesaz.com>
Subject: Will Serve Letter - Ghost Tree at Pine Canyon

Good Morning Blake –

Please find our request for a will serve letter for Ghost Tree at Pine Canyon. Also attached is a Concept Plat for your reference. Please let me know if you need anything else to complete your review.

We sincerely appreciate your time and consideration.

Kaline Hutchinson
Operations Manager
Granite Basin Engineering, Inc.
1981 Commerce Center Circle, Suite B
Prescott, AZ 86301
Office: 928-717-0171
www.granitebasinengineering.com



January 5, 2022

Blake Berner, Planner
Unisource Energy Services
1459 E. Butler Ave.
Flagstaff, AZ 86001

bberner@uesaz.com

Re: Ghost Tree at Pine Canyon

Dear Blake;

On behalf of TLC PC Land Investors, LLC, Granite Basin Engineering is requesting a “will serve” letter from your organization as part of the predevelopment, due diligence review of a proposed 12 residential lot community on parcel 105-10-206 within the Pine Canyon master community as seen in the attached Concept Plat. This 5.92 acre property is located in Section 21, Township 7, Range 34 of the Gila and Salt River Meridian, Flagstaff, AZ.

Please respond at your soonest convenience or let me know if further information is needed. Thank you for your assistance.

Sincerely,

Kaline Hutchinson
kaline@granitebasinengineering.com
Operations Manager
Granite Basin Engineering

Kaline Hutchinson

From: Kaline Hutchinson
Sent: Tuesday, January 18, 2022 10:40 AM
To: 'gmiller@flagstaffaz.gov'
Subject: FW: Ghost Tree at Pine Canyon - Unit One, Tract 23
Attachments: 02_Ghost Tree Revised Concept Plat-2021-11-24.pdf; 05-Waiver of WSIA Pine Bluff Plat in Pine Canyon 10-16-2019.pdf

Good Morning Gary –

Your office was kind enough to redirect me to you for this will serve request at Pine Canyon. We are applying for the pre-plat with the City of Flagstaff for Ghost Tree at Pine Canyon and we'd like to request a will serve letter as your earliest convenience. The Concept Plat is attached along with the letter Ryan previously completed for another phase of this same community. Please let us know if you have any questions.

Thanks very much.

Kaline Hutchinson
Operations Manager
Granite Basin Engineering, Inc.
1981 Commerce Center Circle, Suite B
Prescott, AZ 86301
Office: 928-717-0171
www.granitebasinengineering.com

Ghost Tree at Pine Canyon (PZ-21-00155-03)

Preliminary Plat Approval Request

City Council | May 3, 2022

Genevieve Pearthree | Senior Planner

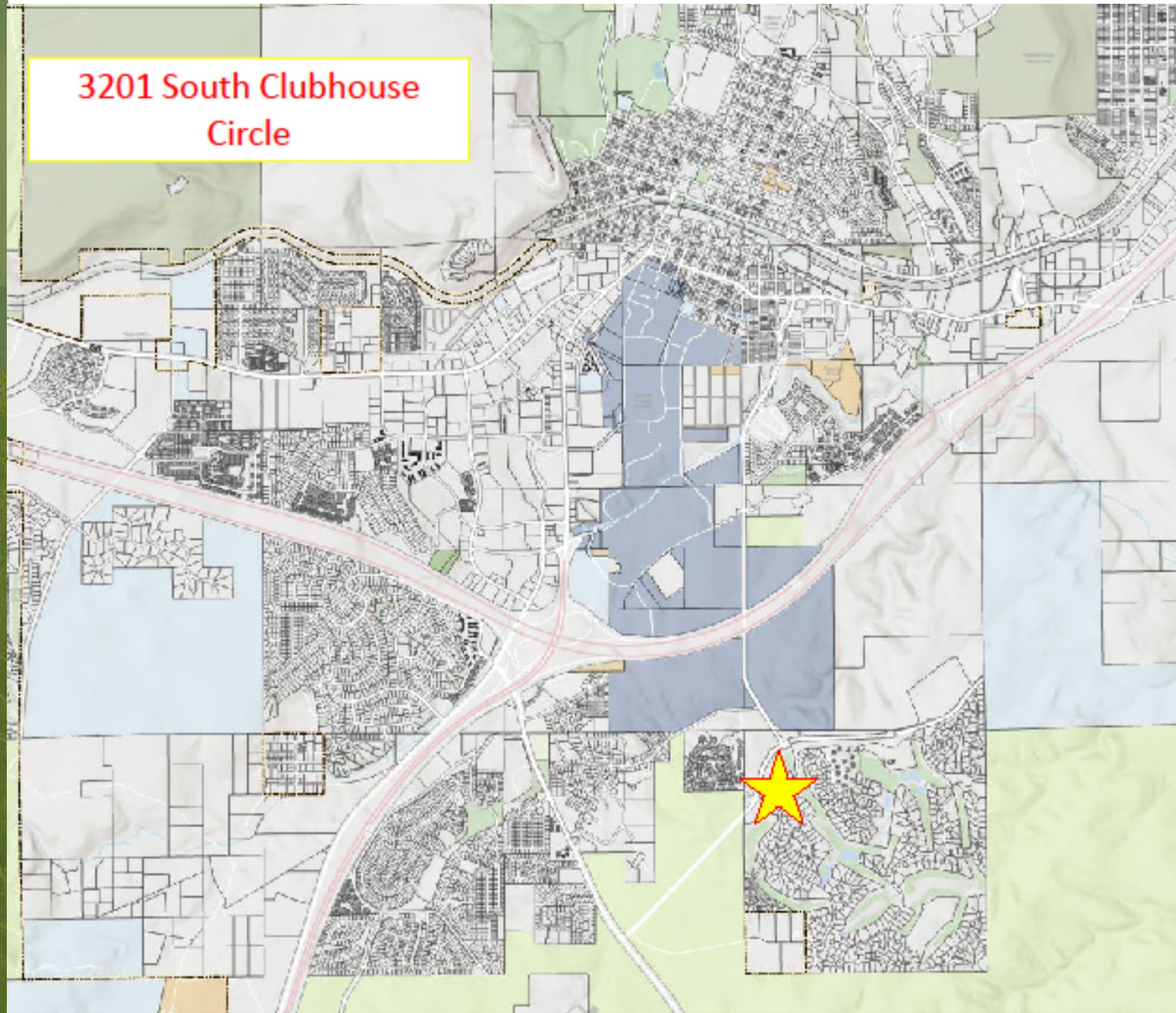




Request Overview

- Request from TLC PC Land Investors, LLC for **Preliminary Plat approval for Ghost Tree at Pine Canyon** located at 3201 S. Clubhouse Circle.
- Single family subdivision with 12 lots on 7.87 acres in the R1 (Single Family Residential) Zone
- March 30, 2022 Staff approved the Preliminary Plat
- On April 27, 2022 Planning Zoning Commission recommended approval

Vicinity Map





Ghost Tree Preliminary Plat

- 7.87 acres in larger 660-acre Pine Canyon Development
 - Currently vacant (one of the last undeveloped tracts)
- R1 Zone (Single Family Residential)
- 12 single family lots
- Resource Protection Overlay
 - Significant slopes and trees require larger lots and unique building envelopes and lot shapes to meet resource protection standards

Ghost Tree Preliminary Plat

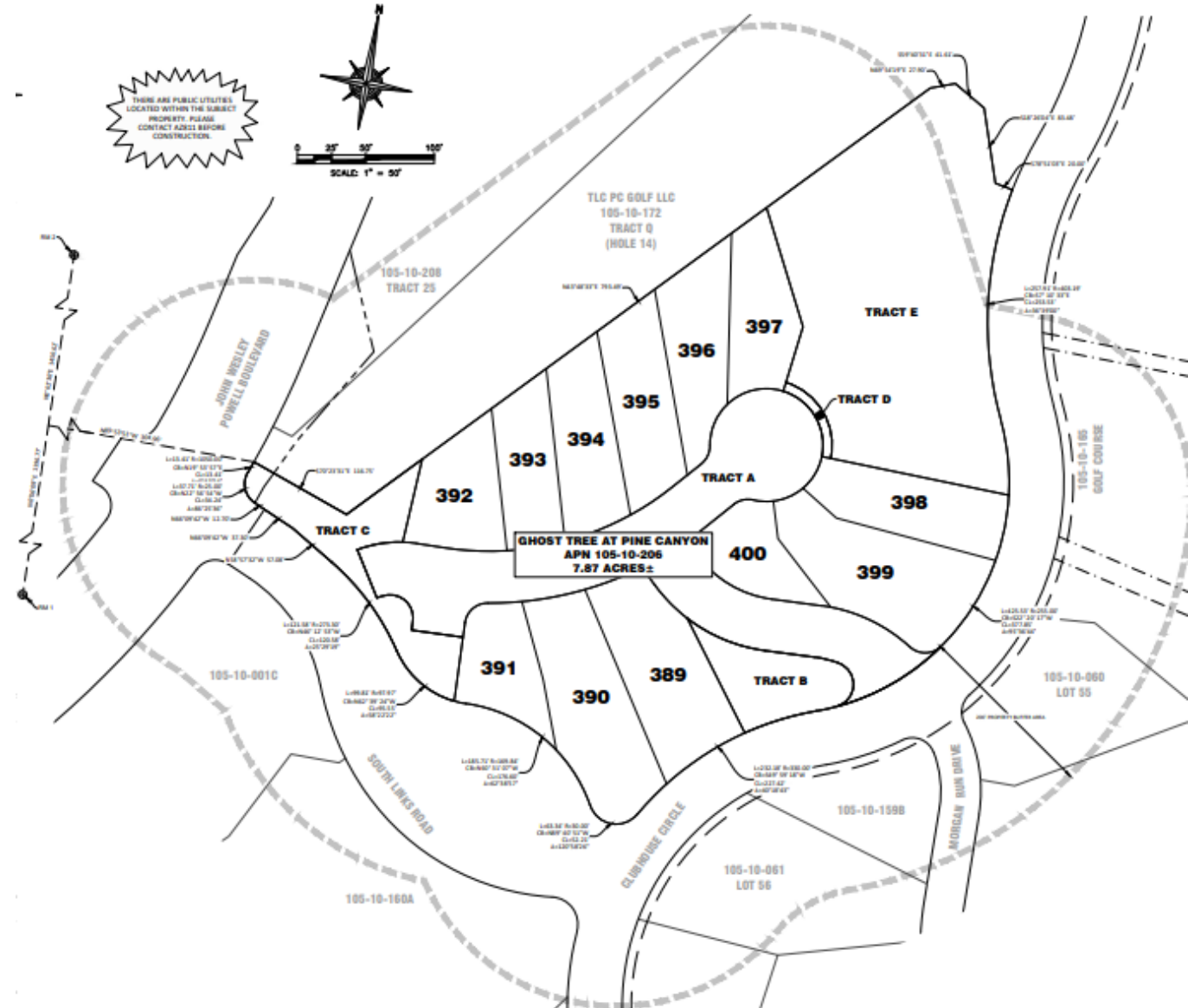


TEAM FLAGSTAFF

WE MAKE THE
CITY BETTER

PRELIMINARY PLAT FOR GHOST TREE AT PINE CANYON

3201 SOUTH CLUBHOUSE CIRCLE, APN 105-10-206
TRACT 23 OF THE ESTATES AT PINE CANYON UNIT 1, CASE 8 MAP 92C
LOCATED IN SECTION 34, TOWNSHIP 21N, RANGE 7E,
GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA





Required Finding #1: Zoning Code (Title 10)



Meets Single Family Residential (R1) Zone Standards

- Meets R1 density range
- Lots designed to meet resource protection requirements
 - All lots meet minimum size, width, and depth standards
 - Unique building envelopes meet or exceed minimum setbacks

Zoning Code allows City Council to approve alternate lot sizes and setbacks on a final plat

Resource Protection Plan



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER



Meets Engineering Standards

- Traffic Impact Analysis approved for Pine Canyon in 2000s
 - Identified street improvements off-site (JWP, Lone Tree)
 - All interior streets are private, maintained by HOA
 - New private drive will meet Residential Local Street Section standards
- Water and Wastewater
 - Water Sewer Impact Analysis already completed for Pine Canyon
 - New water and sewer lines will be installed in the private drive to serve the subdivision
 - All other required improvements already completed
- Stormwater
 - Stormwater analysis already completed for Pine Canyon
 - LID basins proposed inside subdivision and on golf course just outside subdivision
 - All other required improvements already complete

Required Finding #2: Engineering Standards (Title 13)

Water, sewer, and stormwater infrastructure





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)
- 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

- **Staff recommends the City Council approve the Preliminary Plat based on the required findings and the Planning & Zoning Commission recommendation of approval**

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Brandi Suda, Interim Human Resources Director
Date: 04/27/2022
Meeting Date: 05/03/2022



TITLE:

Consideration and Adoption of Resolution No. 2022-19: A resolution of the Flagstaff City Council, adopting the Arizona State Retirement System Supplementary Salary Deferral Plan

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2022-19 by title only
- 2) City Clerk reads Resolution No. 2022-19 by title only (if approved above)
- 3) Adopt Resolution No.2022-19

Executive Summary:

Senate bill 1348 was passed in May 2021 and requires the City to offer an additional 457(b) deferred compensation plan through Arizona State Retirement System (ASRS) effective July 1, 2022. This bill permits an employee of an ASRS employer, on or after July 1, 2022, to elect to participate in a supplemental employee deferral plan if the employee meets the ASRS prescribed eligibility requirements and requires a supplemental employee deferral plan participant's employer to make salary reductions from the participant's compensation at no cost to the employee, ASRS or any vendor retained by ASRS.

City Council is required to adopt this supplemental employee deferred plan via resolution per State Statutes. Arizona State Revised Statutes 9-500 requires city and towns to adopt all deferred compensation plans for their employees via resolution or ordinance.

Financial Impact:

None.

Policy Impact:

None.

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

RESOLUTION NO. 2022-19

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ADOPTING THE ARIZONA STATE RETIREMENT SYSTEM SUPPLEMENTAL SALARY DEFERRAL PLAN

RECITALS:

WHEREAS, the City of Flagstaff has employees rendering valuable services; and

WHEREAS, a deferred compensation plan for such employees serves the interests of the City of Flagstaff by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the City of Flagstaff desires to establish a supplemental salary deferral plan for all of its eligible officers and employees to be administered by the Arizona State Retirement System (hereinafter designated ASRS) under Title 38, Chapter 5, Article 2 of the Arizona Revised Statutes.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The City of Flagstaff hereby adopts a Supplemental Salary Deferral Plan (hereinafter designated SSDP) established by the ASRS pursuant to Section 38-781, Arizona Revised Statutes, for the officers and employees of the Political Subdivision who are eligible for participation in the SSDP.

SECTION 2. The Human Resources and Risk Management Director is designated as the Authorized Agent of the Political Subdivision and is authorized and directed as the representative of the Political Subdivision to conduct all negotiations, conclude all arrangements and sign all agreements and modifications of agreements which may be necessary to carry out the intent of the Agreement in conformity with all applicable federal and state laws, rules and regulations.

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

ARIZONA STATE RETIREMENT SYSTEM
(Name of Employer)

DEFERRED COMPENSATION PLAN FOR PUBLIC EMPLOYEES

457 GOVERNMENTAL PLAN AND TRUST

Document provided as a courtesy of:



Nationwide[®]
Retirement Solutions

On Your Side™

457 GOVERNMENTAL PLAN AND TRUST

The Employer adopts this 457 Governmental Plan and Trust. The Plan is intended to be an "eligible deferred compensation plan" as defined in Code §457(b) of the Internal Revenue Code of 1986 ("Eligible 457 Plan"). The Plan consists of the provisions set forth in this plan document and is applicable to the Employer and each Employee who elects to participate in the Plan. If the Employer adopts this Plan as a restated Plan in substitution for, and in amendment of, an existing plan, the provisions of this Plan, as a restated Plan, apply solely to an Employee on or after the execution of this Plan. The Plan is effective as to each Employee upon the date he/she becomes a Participant by entering into and filing with the Employer or the Administrative Services Provider a Participation Agreement or an Acknowledgement Form/Card.

ARTICLE I DEFINITIONS

1.01 "Account" means the separate Account(s) which the Administrative Services Provider or the Trustee maintains under the Plan for a Participant's Deferred Compensation. The Administrative Services Provider or Trustee may establish separate Accounts for multiple Beneficiaries of a Participant to facilitate required minimum distributions under Section 4.03 based on each Beneficiary's life expectancy.

1.02 "Accounting Date" means the last day of the Plan Year.

1.03 "Acknowledgement Form/Card" means the application to the Administrative Services Provider to participate in the Plan when the Plan is a Social Security replacement plan.

1.04 "Administrative Services Provider" means Nationwide Retirement Solutions, Inc. which acts as the third party administrative services provider appointed by the Employer to carry out nondiscretionary administrative functions for the Plan.

1.05 "Beneficiary" means a person who the Plan or a Participant designates and who is or may become entitled to a Participant's Account upon the Participant's death. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Beneficiary has received full distribution of his/her Plan benefit. A Beneficiary's right to (and the Administrative Services Provider's or a Trustee's duty to provide to the Beneficiary) information or data concerning the Plan does not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan.

1.06 "Code" means the Internal Revenue Code of 1986, as amended.

1.07 "Compensation" for purposes of allocating Deferral Contributions means the employee's wages, salaries, fees for professional services, and other amounts received without regard to whether or not an amount is paid in cash for personal services actually rendered in the course of employment with the Employer, to the extent that the amounts are includible in gross income (or to the extent amount would have been received and includible in gross income but for an election under Code §§ 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), and 457(b), including an election to defer Compensation under Article III. See Section 1.16 as to Compensation for an Independent Contractor. Compensation also includes any amount that the Internal Revenue Service in published guidance declares to constitute compensation for purposes of an Eligible 457 Plan.

(A) **Elective Contributions.** Compensation under Section 1.07 includes Elective Contributions. "Elective Contributions" are amounts excludible from the Employee's gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 408(p) or 457, and contributed by the Employer, at the Employee's election, to a cafeteria plan, a qualified transportation fringe benefit plan, a 401(k) arrangement, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code § 457 plan.

(B) **Differential wage payments.** For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code § 3401(h)(2), shall be treated as an employee of the employer making the payment; (ii) the differential wage payment shall be treated as compensation; and (iii) the plan will not be treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

1.08 "Deferral Contributions" means Salary Reduction Contributions, Nonelective Contributions and Matching Contributions. The Employer or the Administrative Services Provider (if applicable) in applying the Code § 457(b) limit will take into account Deferral Contributions in the Taxable Year in which deferred. The Employer or Administrative Services Provider (if applicable) in determining the amount of a Participant's Deferral Contributions disregards the net income, gain and loss attributable to Deferral Contributions.

1.09 "Deferred Compensation" means as to a Participant the amount of Deferral Contributions,

457 Governmental Plan and Trust

Rollover Contributions and Transfers adjusted for allocable net income, gain or loss, in the Participant's Account.

1.10 **"Effective Date"** of this Plan is the date indicated on the execution line unless the Code, Treasury regulations, or other applicable guidance provides otherwise.

1.11 **"Employee"** means an individual who provides services for the Employer, as a common law employee of the Employer. See Section 1.16 regarding potential treatment of an Independent Contractor as an Employee.

1.12 **"Employer"** means an employer who adopts this Plan by executing the Plan.

1.13 **"Employer Contribution"** means Nonelective Contributions or Matching Contributions.

1.14 **"Excess Deferrals"** means Deferral Contributions to an Eligible 457 Plan for a Participant that exceed the Taxable Year maximum limitation of Code §§457(b) and (e)(18).

1.15 **"Includible Compensation"** means, for the Employee's Taxable Year, the Employee's total Compensation within the meaning of Code § 415(c)(3) paid to an Employee for services rendered to the Employer. Includible Compensation includes Deferral Contributions under the Plan, compensation deferred under any other plan described in Code §457, and any amount excludible from the Employee's gross income under Code §§401(k), 403(b), 125 or 132(f)(4) or any other amount excludible from the Employee's gross income for Federal income tax purposes. The Employer will determine Includible Compensation without regard to community property laws.

1.16 **"Independent Contractor"** means any individual who performs service for the Employer and who the Employer does not treat as an Employee or a Leased Employee. The Employer may permit Independent Contractors to participate in the Plan. To the extent that the Employer permits Independent Contractor participation, references to Employee in the Plan include Independent Contractors and Compensation means the amounts the Employer pays to the Independent Contractor for services.

1.17 **"Leased Employee"** means an Employee within the meaning of Code § 414(n).

1.18 **"Matching Contribution"** means an Employer fixed or discretionary contribution made or forfeiture allocated on account of Salary Reduction Contributions. The Employer may provide for matching contributions.

1.19 **"Nonelective Contribution"** means an Employer fixed or discretionary contribution not made as a result of a Participation Agreement and which is not a Matching Contribution. The Employer may provide for nonelective contributions.

1.20 **"Normal Retirement Age"** means the age designated by the Participant unless the Employer designates in writing a Normal Retirement Age. The Normal Retirement Age designated by the Participant or Employer shall be no earlier than age 65 or the age at which Participants have the right to retire and receive, under the basic defined benefit pension plan of the Employer (or a money purchase plan in which the Participant also participates if the Participant is not eligible to participate in a defined benefit plan), immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age. The Normal Retirement Age also shall not exceed age 70½.

Special Rule for Eligible Plans of Qualified Police or Firefighters. A Participant who is a qualified police officer or firefighter as defined under Code §415(b)(2)(H)(ii)(I) may designate a Normal Retirement Age between age 40 and age 70 ½.

1.21 **"Participant"** is an Employee who elects to participate in the Plan in accordance with the provisions of Section 2.01 or an individual who has previously deferred Compensation under the Plan by a Participation Agreement and has not received a complete distribution of his/her Account .

1.22 **"Participation Agreement"** means the agreement to enroll and participate in the Plan that is completed by the Participant and provided to the Administrative Services Provider. The Participation Agreement is the agreement, by which the Employer reduces the Participant's Compensation for contribution to the Participant's Account.

1.23 **"Plan"** means the 457 plan established or continued by the Employer in the form of this Plan and (if applicable) Trust Agreement. All section references within the Plan are Plan section references unless the context clearly indicates otherwise.

1.24 **"Plan Entry Date"** means the date on which an Employee completes and files a Participation Agreement with the Administrative Services Provider.

1.25 **"Plan Year"** means the calendar year.

1.26 **"Rollover Contribution"** means the amount of cash or property which an eligible retirement plan described in Code §402(c)(8)(B) distributes to an eligible Employee or to a Participant in an eligible rollover distribution under Code §402(c)(4) and which the eligible Employee or Participant transfers directly or indirectly to an

Eligible 457 Plan. A Rollover Contribution includes net income, gain or loss attributable to the Rollover Contribution. A Rollover Contribution excludes after-tax Employee contributions, as adjusted for net income, gain or loss.

1.27 “Salary Reduction Contribution” means a contribution the Employer makes to the Plan pursuant to a Participation Agreement.

1.28 “Service” means any period of time the Employee is in the employ of the Employer. In the case of an Independent Contractor, Service means any period of time the Independent Contractor performs services for the Employer on an independent contractor basis. An Employee or Independent Contractor terminates Service upon incurring a Severance from Employment.

(A) **Qualified Military Service.** Service includes any qualified military service the Plan must credit for contributions and benefits in order to satisfy the crediting of Service requirements of Code §414(u). A Participant whose employment is interrupted by qualified military service under Code §414(u) or who is on a leave of absence for qualified military service under Code §414(u) may elect to make additional Salary Reduction Contributions upon resumption of employment with the Employer equal to the maximum Deferral Contributions that the Participant could have elected during that period if the Participant’s employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the Deferral Contributions, if any, actually made for the Participant during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave). The Employer shall make appropriate make-up Nonelective Contributions and Matching Contributions for such a Participant as required under Code §414(u). The Plan shall apply limitations of Article III to all Deferral Contributions under this paragraph with respect to the year to which the Deferral Contribution relates.

(B) “Continuous Service” means Service with the Employer during which the Employee does not incur a Severance from Employment.

(C) “Severance from Employment.”

(1) **Employee.** An Employee has a Severance from Employment when the Employee ceases to be an Employee of the Employer. A Participant does not incur a Severance from Employment if, in connection with a change in employment, the Participant’s new employer continues or assumes sponsorship of the Plan or accepts a Transfer of Plan assets as to the Participant.

(2) **Independent Contractor.** An Independent Contractor has a Severance from Employment when the contract(s) under which the Independent Contractor performs services for the Employer expires (or otherwise terminates), unless the Employer anticipates a renewal of the contractual relationship or the Independent Contractor becoming an Employee. The Employer anticipates renewal if it intends to contract for the services provided under the expired contract and neither the Employer nor the Independent Contractor has eliminated the Independent Contractor as a potential provider of such services under the new contract. Further, the Employer intends to contract for services conditioned only upon the Employer’s need for the services provided under the expired contract or the Employer’s availability of funds. Notwithstanding the preceding provisions of this Section 1.28, the Administrative Services Provider will consider an Independent Contractor to have incurred a Severance from Employment: (a) if the Administrative Services Provider or Trustee will not pay any Deferred Compensation to an Independent Contractor who is a Participant before a date which is at least twelve months after the expiration of the Independent Contractor’s contract (or the last to expire of such contracts) to render Services to the Employer; and (b) if before the applicable twelve-month payment date, the Independent Contractor performs Service as an Independent Contractor or as an Employee, the Administrative Services Provider or Trustee will not pay to the Independent Contractor his/her Deferred Compensation on the applicable date.

(3) **Uniformed Services.** for purposes of distributions to an individual in the uniformed services, such individual will be treated as incurring a Severance from Employment during any period the individual is performing service in the uniformed services described in Code § 3401(h)(2)(A). However, the plan will not distribute the benefit to such an individual without that individual’s consent, so long as the individual is receiving differential wage payments.

If an individual elects to receive a distribution under this provision, the individual may not make an elective deferral or employee contribution during the 6-month period beginning on the date of the distribution.

1.29 “State” means (a) one of the 50 states of the United States or the District of Columbia, or (b) a political subdivision of a State, or any agency or instrumentality of a State or its political subdivision. A State does not include the federal government or any agency or instrumentality thereof.

1.30 “Taxable Year” means the calendar year or other taxable year of a Participant.

457 Governmental Plan and Trust

1.31 "Transfer" means a transfer of Eligible 457 Plan assets to another Eligible 457 Plan which is not a Rollover Contribution and which is made in accordance with Section 9.03.

1.32 "Trust" means the Trust created under the adopting Employer's Plan. The Trust created and established under the adopting Employer's Plan is a separate Trust, independent of the trust of any other Employer adopting this Eligible 457 Plan and is subject to Article VIII.

1.33 "Trustee" means the person or persons designated by the Employer to serve in the position of Trustee.

ARTICLE II PARTICIPATION IN PLAN

2.01 ELIGIBILITY. Each Employee becomes a Participant in the Plan as soon as he/she completes and files a Participation Agreement. If this Plan is a restated Plan, each Employee who was a Participant in the Plan on the day before the Effective Date continues as a Participant in the Plan.

2.02 PARTICIPATION UPON RE-EMPLOYMENT. A Participant who incurs a Severance from Employment will re-enter the Plan as a Participant on the date of his/her re-employment.

2.03 SPECIAL ELIGIBILITY PROVISIONS FOR PARTICIPANTS IN A PLAN USED AS A SOCIAL SECURITY REPLACEMENT PLAN. Notwithstanding any provision to the contrary, the provisions of this Section 2.03 will apply if the Employer elects in a written agreement with the Administrative Services Provider to use the Plan as a Social Security replacement plan. If the Plan is used as a Social Security replacement plan, the provisions of Sections 4.05(a) and 5.03 will not apply.

(A) **Eligibility to participate for new Employees.** A new Employee shall, as a condition of employment participate in the Plan sign and file with the Administrative Services Provider an Acknowledgement Form/Card and thereby consenting to a reduction of salary by the amount of the Deferral Contribution specified in the Acknowledgement Form/Card. Contributions to the Participant's Account must equal at least 7.5% of the Participant's Compensation, or such other minimum amount as shall be required for the Plan to be considered a retirement system under Code §3121(b)(7)(F) and Treas. Reg. 31.3121(b)(7)-2, and the reduction in the Participant's salary shall begin immediately thereafter.

(B) **Eligibility to participate for current Employees.** An Employee who is newly eligible to participate in the Plan shall, prior to becoming eligible to participate in the Plan, sign and file with

the Administrative Services Provider an Acknowledgement Form/Card and thereby consent to a reduction of salary by the amount of the Deferral Contribution specified in the Acknowledgement Form/Card. Allocations to the Participant's Account must equal at least 7.5% of the Participant's Compensation or such other minimum amount as shall be required for the Plan to be considered a retirement system under Code §3121(b)(7)(F) and Treas. Reg. §31.3121(b)(7)-2, and the reduction in the Participant's salary shall begin no earlier than the first pay period commencing during the first month after the date on which the Acknowledgement Form/Card is filed with the Administrative Services Provider.

(C) **Takeover Plans.** If the Plan is a restated Plan, an Employee who participated in the predecessor plan shall become a Participant in the Plan upon the Employer's execution of the enabling documents for this Plan. Allocations to each such Participant's Account must equal at least 7.5% of the Participant's Compensation, or such other minimum amount as shall be required for the Plan to be considered a retirement system under Code §3121(b)(7)(F) and Treas. Reg. §31.3121(b)(7)-2, and the reduction in the Participant's salary shall begin immediately thereafter.

ARTICLE III DEFERRAL CONTRIBUTIONS/LIMITATIONS

3.01 AMOUNT.

(A) **Contribution Formula.** For each Plan Year, the Employer will contribute to the Plan the amount of Deferral Contributions the Employee elects to defer under the Plan.

(B) **Return of Contributions.** The Employer contributes to this Plan on the condition its contribution is not due to a mistake of fact. If any Participant Salary Reduction Contribution is due to a mistake of fact, the Employer or the Trustee upon written request from the Employer will return the Participant's contribution, within one year after payment of the contribution.

The Trustee may require the Employer to furnish it whatever evidence the Trustee deems necessary to enable the Trustee to confirm the amount the Employer has requested be returned is properly returnable.

(C) **Time of Payment of Contribution.** An Employer will deposit Salary Reduction Contributions to the Trust within a period that is not longer than is reasonable for the administration of Participant Accounts. Neither the Administrative Services Provider nor the Trustee is responsible for the delay of deposits of Salary Reduction Contributions caused by the Employer.

3.02 SALARY REDUCTION CONTRIBUTIONS. The Plan does not apply any limitations on Salary Reduction Contributions other than the limitations applicable under the Code.

(A) Deferral from Sick, Vacation and Back Pay. Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

(B) Application to Leave of Absence and Disability. The Participation Agreement will continue to apply during the Participant's leave of absence or the Participant's disability (as the Employer shall establish), if the Participant has Compensation other than imputed compensation or disability benefits.

(C) Post-severance deferrals limited to Post-Severance Compensation. Deferral Contributions are permitted from an amount received following Severance from Employment only if the amount is Post-Severance Compensation.

Post-Severance Compensation defined. Post-Severance Compensation includes the amounts described in (1) and (2) below, paid after a Participant's Severance from Employment with the Employer, but only to the extent such amounts are paid by the later of 2½ months after Severance from Employment or the end of the calendar year that includes the date of such Severance from Employment.

(1) Regular pay. Post-Severance Compensation includes regular pay after Severance of Employment if: (i) the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and (ii) the payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer.

(2) Leave cashouts. Post-Severance Compensation includes leave cashouts if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's Severance from Employment, and the amounts are payment for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued.

(3) Salary continuation payments for military service Participants. Post-Severance Compensation includes payments to an individual who does not currently perform services for the Employer by

reason of Qualified Military Service (as described in Code §414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering Qualified Military Service.

Limitation on Post-Severance Compensation. Any payment of Compensation paid after Severance of Employment that is not described in Section 3.02(C)(1) or 3.02(C)(2) is not Post-Severance Compensation, even if payment is made by the later of 2½ months after Severance from Employment or by the end of the calendar year that includes the date of such Severance of Employment.

3.03 NORMAL LIMITATION. Except as provided in Sections 3.04 and 3.05, a Participant's maximum Deferral Contributions (excluding Rollover Contributions and Transfers) under this Plan for a Taxable Year may not exceed the lesser of:

(a) The applicable dollar amount as specified under Code §457(e)(15) (or, beginning January 1, 2006) such larger amount as the Commissioner of the Internal Revenue may prescribe), or

(b) 100% of the Participant's Includible Compensation for the Taxable Year.

3.04 NORMAL RETIREMENT AGE CATCH-UP CONTRIBUTION. For one or more of the Participant's last three Taxable Years ending before the Taxable Year in which the Participant attains Normal Retirement Age, the Participant's maximum Deferral Contributions may not exceed the lesser of:

(a) Twice the dollar amount under Section 3.03 normal limitation, or (b) the underutilized limitation.

(A) Underutilized Limitation. A Participant's underutilized limitation is equal to the sum of: (i) the normal limitation for the Taxable Year, and (ii) the normal limitation for each of the prior Taxable Years of the Participant commencing after 1978 during which the Participant was eligible to participate in the Plan and the Participant's Deferral Contributions were subject to the normal limitation or any other Code § 457(b) limit, less the amount of Deferral Contributions for each such prior Taxable Year, excluding age 50 catch-up contributions.

(B) Multiple 457 Plans. If the Employer maintains more than one Eligible 457 Plan, the Plans may not permit any Participant to have more than one Normal Retirement Age under the Plans.

(C) Pre-2002 Coordination. In determining a Participant's underutilized limitation, the

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coordination rule in effect under now repealed Code §457(c)(2) applies. Additionally, the normal limitation for pre-2002 Taxable Years is applied in accordance with Code § 457(b)(2) as then in effect.

3.05 AGE 50 CATCH-UP CONTRIBUTION. All Employees who are eligible to make Salary Reduction Contributions under this Plan and who have attained age 50 before the close of the Taxable Year are eligible to make age 50 catch-up contributions for that Taxable Year in accordance with, and subject to the limitations of, Code § 414(v). Such catch-up contributions are not taken into account for purposes of the provisions of the plan implementing the required limitations of Code § 457. If, for a Taxable Year, an Employee makes a catch-up contribution under Section 3.04, the Employee is not eligible to make age 50 catch-up contributions under this Section 3.05. A catch-up eligible Participant in each Taxable Year is entitled to the greater of the amount determined under Section 3.04 or Section 3.05 catch-up amount plus the Section 3.03 normal limitation.

3.06 CONTRIBUTION ALLOCATION. The Administrative Services Provider will allocate to each Participant's Account his/her Deferral Contributions.

3.07 ALLOCATION CONDITIONS. The Plan does not impose any allocation conditions.

3.08 ROLLOVER CONTRIBUTIONS. The Plan permits Rollover Contributions.

(A) Operational Administration. The Employer, operationally and on a nondiscriminatory basis, may elect to permit or not to permit Rollover Contributions to this Plan or may elect to limit an eligible Employee's right or a Participant's right to make a Rollover Contribution. If the Employer permits Rollover Contributions, any Participant (or as applicable, any eligible Employee), with the Employer's written consent and after filing with the Trustee the form prescribed by the Administrative Services Provider, may make a Rollover Contribution to the Trust. Before accepting a Rollover Contribution, the Trustee may require a Participant (or eligible Employee) to furnish satisfactory evidence the proposed transfer is in fact a "Rollover Contribution" which the Code permits an employee to make to an eligible retirement plan. The Trustee, in its sole discretion, may decline to accept a Rollover Contribution of property which could: (1) generate unrelated business taxable income; (2) create difficulty or undue expense in storage, safekeeping or valuation; or (3) create other practical problems for the Trust.

(B) Pre-Participation Rollover. If an eligible Employee makes a Rollover Contribution to the Trust prior to satisfying the Plan's eligibility conditions,

the Administrative Services Provider and Trustee must treat the Employee as a limited Participant (as described in Rev. Rul. 96-48 or in any successor ruling). If a limited Participant has a Severance from Employment prior to becoming a Participant in the Plan, the Trustee will distribute his/her Rollover Contributions Account to the limited Participant in accordance with Article IV.

(C) Separate Accounting. If an Employer permits Rollover Contributions, the Administrative Services Provider must account separately for: (1) amounts rolled into this Plan from an eligible retirement plan (other than from another Eligible 457 plan); and (2) amounts rolled into this Plan from another Eligible 457 Plan. The Administrative Services Provider for purposes of ordering any subsequent distribution from this Plan may designate a distribution from a Participant's Rollover Contributions as coming first from either of (1) or (2) above if the Participant has both types of Rollover Contribution Accounts.

3.09 DISTRIBUTION OF EXCESS DEFERRALS. In the event that a Participant has Excess Deferrals, the Plan will distribute to the Participant the Excess Deferrals and allocable net income, gain or loss, in accordance with this Section 3.09.

The Administrative Services Provider will distribute Excess Deferrals from an Eligible 457 Plan as soon as is reasonably practicable following the Administrative Services Provider's or Employer's determination of the amount of the Excess Deferral.

(A) Plan Aggregation. If the Employer maintains more than one Eligible 457 Plan, the Employer must aggregate all such Plans in determining whether any Participant has Excess Deferrals.

(B) Individual Limitation. If a Participant participates in another Eligible 457 Plan maintained by a different employer, and the Participant has Excess Deferrals, the Administrative Services Provider may, but is not required, to correct the Excess Deferrals by making a corrective distribution from this Plan.

3.10 DOLLAR LIMITS. The table below shows the applicable dollar amounts described in paragraph 3.03(a) and limitations on age 50 catch-up contributions described in Section 3.05. These amounts are adjusted after 2006 for changes in the cost-of-living to the extent permitted in Code § 415(d).

Year	Applicable Dollar Amount	Age 50+ Catch-up Contribution Limitation
2002	\$11,000	\$1,000
2003	\$12,000	\$2,000
2004	\$13,000	\$3,000
2005	\$14,000	\$4,000
2006	\$15,000	\$5,000

**ARTICLE IV
TIME AND METHOD OF
PAYMENT OF BENEFITS**

4.01 DISTRIBUTION

RESTRICTIONS. Except as the Plan provides otherwise, the Administrative Services Provider or Trustee may not distribute to a Participant his/her Account prior to the Participant's Severance from Employment, the calendar year in which the Participant attains age 70½, or such other event for which federal legislation is enacted or regulatory relief granted permitting the Plan to make distributions to qualifying Participants.

(A) Distribution of Rollover Contributions. To the extent the Employer permits Rollover Contributions (but not Transfers) to this Plan, a Participant may receive a distribution of such Rollover Contributions without regard to the restrictions found in this Section 4.01.

4.02 TIME AND METHOD OF PAYMENT OF ACCOUNT. The Administrative Services Provider, or Trustee at the direction of the Administrative Services Provider, will distribute to a Participant who has incurred a Severance from Employment the Participant's Account under one or any combination of payment methods elected by the Participant. The Participant may elect one of the following methods of payment: (1) lump sum payment, (2) partial lump sum payment, (3) installment, or (4) an annuity. In no event will the Administrative Services Provider direct (or direct the Trustee to commence) distribution, nor will the Participant elect to have distribution commence, later than the Participant's required beginning date, or under a method that does not satisfy Section 4.03.

Subject to any restrictions imposed by the Participant's investment providers and the Administrative Services Provider, the Participant: (1) may elect to commence distribution no earlier than is administratively practical following Severance from Employment; (2) may elect to postpone distribution of his/her Account to any fixed or determinable date including, but not beyond, the Participant's required beginning date; and (3) may elect the method of payment. A Participant may elect the timing and method of payment of his/her Account no later than

30 days before the date the Participant first would be eligible to commence payment of the Participant's Account. The Administrative Services Provider must furnish to the Participant a form for the Participant to elect the time and a method of payment.

4.03 REQUIRED MINIMUM DISTRIBUTIONS. The Administrative Services Provider may not distribute nor direct the Trustee to distribute the Participant's Account, nor may the Participant elect any distribution his/her Account, under a method of payment which, as of the required beginning date, does not satisfy the minimum distribution requirements of Code § 401(a)(9) or which is not consistent with applicable Treasury regulations.

(A) General Rules.

(1) **Precedence.** The requirements of this Section 4.03 will take precedence over any inconsistent provisions of the Plan.

(2) **Requirements of Treasury Regulations Incorporated.** All distributions required under this Section 4.03 will be determined and made in accordance with the Treasury regulations under Code § 401(a)(9).

(B) Time and Manner of Distribution

(1) **Required Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

(2) **Death of Participant Before Distribution Begins.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(a) **Spouse Designated Beneficiary.** If the Participant's surviving spouse is the Participant's sole designated Beneficiary, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(b) **Non-Spouse Designated Beneficiary.** If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(c) **No Designated Beneficiary.** If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by

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December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(d) Death of Spouse. If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 4.03(B)(2) other than Section 4.03(B)(2)(a), will apply as if the surviving spouse were the Participant.

For purposes of this Section 4.03(B) and Section 4.03(D), unless Section 4.03(B)(2)(d) applies, distributions are considered to begin on the Participant's required beginning date. If Section 4.03(B)(2)(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), the date distributions are considered to begin is the date distributions actually commence.

(3) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 4.03(C) and 4.03(D). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 4.01(a)(9) of the Code and the Treasury regulations.

(C) Required Minimum Distributions during Participant's Lifetime.

(1) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(a) ULT. The quotient obtained by dividing the Participant's account balance by the number in the Uniform Life Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's attained age as of the Participant's birthday in the distribution calendar year; or

(b) Younger Spouse. If the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the

Participant's and spouse's birthdays in the distribution calendar year.

(2) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section 4.03(C) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(D) Required Minimum Distributions after Participant's Death.

(1) Death On or After Distributions Begin.

(a) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for the distribution calendar year of the Participant's death is obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant. The Participant's remaining life expectancy is calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death. For each distribution calendar year after the year of the Participant's death, the minimum amount that will be distributed is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary.

(b) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the calendar year after the calendar year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the calendar year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

(2) Death before Date Distributions Begin.

(a) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 4.03(D)(1).

(b) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(c) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), this Section 4.03(D)(2) will apply as if the surviving spouse were the Participant.

(E) Definitions

(1) **Designated Beneficiary.** The individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-1, Q&A-4.

(2) **Distribution calendar year.** A distribution calendar year means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which the distributions are required to begin under Section 4.03(B)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

(3) **Life expectancy.** Life expectancy as computed by use of the Single Life Table in Treas. Reg. §1.401(a)(9)-9.

(4) **Participant's account balance.** The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any Rollover Contributions or Transfers to

the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(5) **Required beginning date.** A Participant's required beginning date is the April 1 of the calendar year following the later of: (1) the calendar year in which the Participant attains age 70½, or (2) the calendar year in which the Participant retires or such other date under Code § 401(a)(9) by which required minimum distributions must commence.

(F) **General 2009 waiver.** The requirements of Code § 401(a)(9) and the provisions of the Plan relating thereto, will not apply for the distribution calendar year 2009.

(1) **Special rule regarding waiver period.** For purposes of Code § 401(a)(9) and the provisions of the Plan relating thereto: (a) the required beginning date with respect to any individual will be determined without regard to this Article IV for purposes of applying Code § 401(a)(9) for distribution calendar years other than 2009; and (b) if the 5-year rule of Code § 401(a)(9)(B)(ii) applies, the 5-year period described therein shall be determined without regard to calendar year 2009.

(2) **Eligible rollover distributions.** If all or any portion of a distribution during 2009 is treated as an eligible rollover distribution but would not be so treated if the minimum distribution requirements under Code § 401(a)(9) had applied during 2009, then the Plan will not treat such distribution as an eligible rollover distribution for purposes of the direct rollover rules of Code § 401(a)(31), the notice requirements of Code §402(f), or the 20% withholding requirement of Code §3405(c).

(3) **Participant may elect.** The Plan will permit an affected Participant to elect whether to receive his/her RMD distribution for 2009. If the Participant fails to notify the Administrative Services Provider of his/her waiver, the Plan will distribute the 2009 RMD to the Participant.

4.04 **DEATH BENEFITS.** Upon the death of the Participant, the Administrative Services Provider must pay or direct the Trustee to pay the Participant's Account in accordance with Section 4.03. Subject to Section 4.03, a Beneficiary may elect the timing and method of payment in the same manner as a Participant may elect under Section 4.02, if such elections apply.

In the case of a death occurring on or after January 1, 2007, if a participant dies while performing qualified military service (as defined in Code § 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the participant

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had resumed and then terminated employment on account of death.

4.05 DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT. Notwithstanding the Section 4.01 distribution restrictions, the Plan permits the following in-service distributions in accordance with this Section.

(A) Unforeseeable Emergency. In the event of a Participant's unforeseeable emergency, the Administrative Services Provider may make a distribution to a Participant who has not incurred a Severance from Employment.

An unforeseeable emergency is a severe financial hardship of a Participant or Beneficiary resulting from: (1) illness or accident of the Participant, the Participant's Beneficiary, or the Participant's spouse or dependent (as defined in Code § 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code § 152(b)(1), (b)(2), and (d)(1)(B)); (2) loss of the Participant's or Beneficiary's property due to casualty; (3) the need to pay for the funeral expenses of the Participant's spouse or dependent (as defined in Code § 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code § 152(b)(1), (b)(2), and (d)(1)(B)); or (4) other similar extraordinary and unforeseeable circumstances arising from events beyond the Participant's or Beneficiary's control. The Administrative Services Provider will not pay the Participant or the Beneficiary more than the amount reasonably necessary to satisfy the emergency need, which may include amounts necessary to pay taxes or penalties on the distribution. The Administrative Services Provider will not make payment to the extent the Participant or Beneficiary may relieve the financial hardship by cessation of deferrals under the Plan, through insurance or other reimbursement, or by liquidation of the individual's assets to the extent such liquidation would not cause severe financial hardship.

The Participant's Beneficiary is a person who a Participant designates as a "primary beneficiary" and who is or may become entitled to a Participant's Plan account upon the Participant's death.

A Participant's unforeseeable emergency event includes a severe financial hardship of the participant's primary Beneficiary under the Plan, that would constitute an emergency event if it occurred with respect to the participant's spouse or dependent as defined under Code § 152.

(B) De minimis distribution. A Participant may elect to receive a distribution of his/her Account where: (1) the Participant's Account (disregarding Rollover Contributions) does not exceed \$5,000 (or such other amount as does not exceed the Code § 411(a)(11)(A) dollar amount); (2) the Participant has

not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (3) the Participant has not received a prior distribution under this Section 4.05(B).

(C) Distribution of Rollover Contributions. A Participant may request and receive distribution of his/her Account attributable to Rollover Contributions (but not to Transfers) before the Participant has a distributable event under Section 4.01.

4.06 DISTRIBUTIONS UNDER QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs). Notwithstanding any other provision of this Plan, the QDRO provisions will apply. The Administrative Services Provider (and any Trustee) must comply with the terms of a QDRO, as defined in Code § 414(p), which is issued with respect to the Plan.

(A) Time and Method of Payment. This Plan specifically permits distribution to an alternate payee under a QDRO at any time, notwithstanding any contrary Plan provision and irrespective of whether the Participant has attained his/her earliest retirement age (as defined under Code § 414(p)) under the Plan. Nothing in this Section 4.06 gives a Participant a right to receive distribution at a time the Plan otherwise does not permit nor authorizes the alternate payee to receive a form of payment the Plan does not permit.

(B) QDRO Procedures. Upon receiving a domestic relations order, the Administrative Services Provider promptly will notify the Participant and any alternate payee named in the order, in writing, of the receipt of the order and the Plan's procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Administrative Services Provider must determine the qualified status of the order and must notify the Participant and each alternate payee, in writing, of the Administrative Services Provider's determination. The Administrative Services Provider must provide notice under this paragraph by mailing to the individual's address specified in the domestic relations order.

(C) Accounting. If any portion of the Participant's Account Balance is payable under the domestic relations order during the period the Administrative Services Provider is making its determination of the qualified status of the domestic relations order, the Administrative Services Provider may maintain a separate accounting of the amounts payable. If the Administrative Services Provider determines the order is a QDRO within 18 months of the date amounts first are payable following receipt of the domestic relations order, the Administrative Services Provider will distribute or will direct the Trustee to distribute the payable amounts in accordance with the

QDRO. If the Administrative Services Provider does not make its determination of the qualified status of the order within the 18-month determination period, the Administrative Services Provider will distribute or will direct the Trustee to distribute the payable amounts in the manner the Plan would distribute if the order did not exist and will apply the order prospectively if the Administrative Services Provider later determines the order is a QDRO.

To the extent it is not inconsistent with the provisions of the QDRO, the Administrative Services Provider may segregate or may direct the Trustee to segregate the QDRO amount in a segregated investment account. The Administrative Services Provider or Trustee will make any payments or distributions required under this Section 4.06 by separate benefit checks or other separate distribution to the alternate payee(s).

(D) Permissible QDROs. A domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the participant's death.

4.07 DIRECT ROLLOVER OF ELIGIBLE ROLLOVER DISTRIBUTIONS – GOVERNMENTAL PLAN.

(A) Participant Election. A Participant (including for this purpose, a former Employee) may elect, at the time and in the manner the Administrative Services Provider prescribes, to have any portion of his/her eligible rollover distribution from the Plan paid directly to an eligible retirement plan specified by the Participant in a direct rollover election. For purposes of this election, a "Participant" includes as to their respective interests, a Participant's surviving spouse and the Participant's spouse or former spouse who is an alternate payee under a QDRO.

(B) Rollover and Withholding Notice. At least 30 days and not more than 180 days prior to the Trustee's distribution of an eligible rollover distribution, the Administrative Services Provider must provide a written notice (including a summary notice as permitted under applicable Treasury regulations) explaining to the distributee the rollover option, the applicability of mandatory 20% federal withholding to any amount not directly rolled over, and the recipient's right to roll over within 60 days after the date of receipt of the distribution ("rollover notice").

(C) Non-spouse Beneficiary rollover right. A non-spouse Beneficiary who is a "designated beneficiary" under Code § 401(a)(9)(E) and the regulations thereunder, by a direct trustee-to-trustee transfer

("direct rollover"), may roll over all or any portion of his/her distribution to an individual retirement account the Beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.

(1) Certain requirements not applicable. Although a non-spouse Beneficiary may roll over directly a distribution, commencing with distributions after December 31, 2009, the distribution will be subject to the direct rollover requirements of Code § 401(a)(31) (including the automatic rollover provisions of Code § 401(a)(31)(B)), the notice requirements of Code § 402(f) and the mandatory withholding requirements of Code § 3405(c). If a non-spouse Beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.

(2) Trust Beneficiary. If the participant's named Beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code § 401(a)(9)(E).

(3) Required minimum distributions not eligible for rollover. A non-spouse Beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Revenue Service guidance. If the participant dies before his/her required beginning date and the non-spouse Beneficiary rolls over to an IRA the maximum amount eligible for rollover, the Beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. § 1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse Beneficiary's distribution.

(D) Definitions. The following definitions apply to this Section:

(1) Eligible rollover distribution. An eligible rollover distribution is any distribution of all or any portion of a Participant's Account, except an eligible rollover distribution does not include: (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a specified period of ten years or more; (b) any Code § 401(a)(9) required minimum distribution; (c) any unforeseeable emergency distribution; and (d) any distribution which otherwise would be an eligible rollover distribution, but where the total distributions to the Participant during that calendar year are reasonably expected to be less than \$200.

(2) **Eligible retirement plan.** An eligible retirement plan is an individual retirement account described in Code § 408(a), an individual retirement annuity described in Code § 408(b), an annuity plan described in Code § 403(a), a qualified plan described in Code § 401(a), an annuity contract (or custodial agreement) described in Code § 403(b), or an eligible deferred compensation plan described in Code § 457(b) and maintained by an Employer described in Code § 457(e)(1)(A), which accepts the Participant's, the Participant's spouse or alternate payee's eligible rollover distribution. For distributions made after December 31, 2007, a Participant or Beneficiary may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code § 408A(b).

(3) **Direct rollover.** A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(4) **Mandatory distribution.** The Administrative Services Provider is directed to make a mandatory distribution, which is an eligible rollover distribution, without the Participant's consent provided that the Participant's Account is less than \$1,000. A distribution to a Beneficiary is not a mandatory distribution.

(5) **401(a)(31)(B) Effective Date.** The § 401(a)(31)(B) Effective Date is the date of the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after January 1, 2006.

4.08 ELECTION TO DEDUCT FROM DISTRIBUTION. For distributions in taxable years beginning after December 31, 2006, an Eligible Retired Public Safety Officer may elect annually for that taxable year to have the Plan deduct an amount from a distribution which the Eligible Retired Public Safety Officer otherwise would receive and include in income. The plan will pay such deducted amounts directly to the provider as described in Section 4.08(A).

(A) Direct payment. The Plan will pay directly to the provider of the accident or health insurance plan or qualified long-term care insurance contract the amounts the Eligible Retired Public Safety Officer has elected to have deducted from the distribution. Such amounts may not exceed the lesser of \$3,000 or the amount the Participant paid for such taxable year for qualified healthcare premiums, and which otherwise complies with Code § 402(l).

(B) Definitions.

(1) **Eligible retired public safety officer.** An "Eligible Retired Public Safety Officer" is an individual who, by reason of disability or attainment

of normal retirement age, has experienced a Severance from Employment as a Public Safety Officer with the Employer.

(2) **Public safety officer.** A "Public Safety Officer" has the same meaning as in § 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3796b(9)(A)).

(3) **Qualified health insurance premiums.** The term "qualified health insurance premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, his/her spouse, and dependents, by an accident or health plan or qualified long-term care insurance contract (as defined in Code § 7702B(b)).

**ARTICLE V
ADMINISTRATIVE SERVICES PROVIDER -
DUTIES**

5.01 TERM / VACANCY. The Administrative Services Provider will serve until his/her successor is appointed. In case the Employer has not appointed a successor Administrative Services Provider, the Employer will exercise any and all duties of the Administrative Services Provider pending the filling of the vacancy.

5.02 DUTIES. The Administrative Services Provider will have the following duties:

(a) To create administrative forms necessary for the proper and efficient administration of the Plan provided the forms are not inconsistent with the terms of the Plan;

(b) To enforce the terms of the Plan and its procedures, including this document and such other documents related to the Plan's operation;

(c) To make, at the direction of the Participant or Beneficiary or pursuant to Section 4.07(D)(4), distributions of an Account;

(d) To review in accordance with the Plan's procedures respecting a claim for (or denial of a claim for) a benefit under the Plan;

(e) To furnish the Employer with information which the Employer may require for tax or other purposes;

(f) To make distributions on account of unforeseeable emergency in accordance with the Plan's procedures;

(g) To accept Deferral Contributions, Employer Contributions, and Rollover Contributions;

- (h) To accept Transfers;
- (i) To accept Participant or, in the case of a deceased Participant, Beneficiary direction of investment;
- (j) To comply with any reporting and disclosure rules applicable to the Plan;
- (k) To make loans to Participants if elected by the Employer;
- (l) To appoint agents to act for and in performing its third party administrative services to the Plan; and
- (m) To undertake any other action the Administrative Services Provider deems reasonable or necessary to provide third party administrative services to the Plan.

5.03 LOANS TO PARTICIPANTS. The Employer may elect to permit the Administrative Services Provider and/or Trustee to make Plan loans to Participants by executing a participant loan program document with the Administrative Services Provider. Any loan by the Plan to a Participant shall be made in compliance with Code § 72(p). If Plan loans are permitted, the Administrative Services Provider, with the approval and direction of the Employer, may establish, amend or terminate from time to time, nondiscriminatory administrative procedures for administering loans. Such loan procedures must be a written document and must include: (1) the procedure for applying for a loan; (2) the criteria for approving or denying a loan; (3) the limitations, if any, on the types and amounts of loans available; and (4) the events constituting default and the steps the Plan will take to preserve Plan assets in the event of default. Any administrative procedures adopted under this Section 5.03 shall be construed as part of the Plan.

5.04 INDIVIDUAL ACCOUNTS / RECORDS. The Administrative Services Provider will maintain a separate Account in the name of each Participant to reflect the value of the Participant's Deferred Compensation under the Plan.

5.05 VALUE OF PARTICIPANT'S ACCOUNT. The value of each Participant's Account consists of his/her accumulated Deferred Compensation, as of the most recent Accounting Date or any later date as the Administrative Services Provider may determine.

5.06 ALLOCATION OF NET INCOME, GAIN OR LOSS. As of each Accounting Date (and each other valuation date determined under Section 5.04), the Administrative Services Provider will adjust Accounts to reflect net income, gain or loss, if any, since the last Accounting Date or Account valuation.

The Administrative Services Provider will continue to allocate net income, gain and loss to a Participant's Account subject to an installment distribution, until the Account is fully distributed.

5.07 ACCOUNT CHARGED The Administrative Services Provider will charge all distributions made to a Participant or to his/her Beneficiary, or transferred under Section 9.03 from his/her Account, against the Account of the Participant when made.

5.08 PARTICIPANT DIRECTION OF INVESTMENT. Subject to the terms and conditions required by the Administrative Services Provider and the Trustee, if any, a Participant will have the right to direct the investment or re-investment of the assets comprising the Participant's Account. The Administrative Services Provider will account separately for the Participant-directed Accounts. The Participant's right to direct investment does not give the Participant any vested interest or secured or preferred position with respect to assets over which he/she has investment responsibility.

5.09 VESTING / SUBSTANTIAL RISK OF FORFEITURE. Each Participant's Account will be immediately 100% vested.

5.10 PRESERVATION OF ELIGIBLE PLAN STATUS. The Employer may take any such necessary and appropriate action to preserve the status of the Plan as an Eligible 457 Plan.

5.11 LIMITED LIABILITY. The Employer will not be liable to pay plan benefits to a Participant in excess of the value of the Participant's Account as the Administrative Services Provider determines in accordance with the Plan terms. The Employer, the Administrative Services Provider, or the Trustee will not be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

5.12 LOST PARTICIPANTS. If the Administrative Services Provider is unable to locate any Participant or Beneficiary whose Account becomes distributable (a "lost Participant"), the Administrative Services Provider will apply the provisions of this Section 5.12.

(A) Attempt to Locate. The Administrative Services Provider will attempt to locate a lost Participant and may use one or more of the following methods: (1) provide a distribution notice to the lost Participant at his/her last known address by certified or registered mail; (2) use the IRS letter forwarding program under Rev. Proc. 94-22; (3) use a commercial locator service, the internet or other general search method; (4) use the Social Security Administration or PBGC search program; or (5) use such other methods as the Administrative Services Provider believes prudent.

(B) Failure to Locate. If a lost Participant is not located after 6 months following the date the Administrative Services Provider first attempts to locate the lost Participant using one or more of the methods described in Section 5.12(A), the Administrative Services Provider may employ the unclaimed property processes of the state of the lost Participant's last known address. Neither the Administrative Services Provider nor the Trustee shall be responsible for restoring the Account (including potential gains) if a lost Participant whose Account was deposited with a state later makes a claim for his/her Account.

(C) Nonexclusivity and Uniformity. The provisions of this Section 5.12 are intended to provide permissible but not exclusive means for the Administrative Services Provider to administer the Accounts of lost Participants. The Administrative Services Provider may utilize any other reasonable method to locate lost Participants and to administer the Accounts of lost Participants, including such methods as the Revenue Service or other regulatory agency may in the future specify. The Administrative Services Provider will apply Section 5.12 in a reasonable manner, but may in determining a specific course of action as to a particular Account, reasonably take into account differing circumstances such as the amount of a lost Participant's Account, the expense in attempting to locate a lost Participant, the Administrative Services Provider's ability to establish and the expense of establishing a rollover IRA, and other factors. The Administrative Services Provider may charge to the Account of a lost Participant the reasonable expenses incurred under this Section 5.12 and which are associated with the lost Participant's Account.

5.13 PLAN CORRECTION. The Administrative Services Provider, as directed by the Employer, may undertake such correction of Plan errors as the Employer deems necessary, including but not limited to correction to maintain the Plan's status as an "eligible deferred compensation plan" under the Code.

ARTICLE VI PARTICIPANT ADMINISTRATIVE PROVISIONS

6.01 BENEFICIARY DESIGNATION. A Participant from time to time may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom the Administrative Services Provider or Trustee will pay the Participant's Account (including any life insurance proceeds payable to the Participant's Account) in the event of death. A Participant also may designate the method of payment of his/her Account. The Administrative Services Provider will prescribe the form for the Participant's written

designation of Beneficiary and, upon the Participant's filing the form with the Administrative Services Provider, the form revokes all designations filed prior to that date by the same Participant. Provided the Administrative Services Provider has been provided reasonable notice thereof, a divorce decree, or a decree of legal separation, revokes the Participant's designation, if any, of his/her spouse as his/her Beneficiary under the Plan unless: (a) the decree or a QDRO provides otherwise; or (b) the Participant has re-designated his/her former spouse as Beneficiary following the date of the divorce decree, or other decree of legal separation. The foregoing revocation provision (if applicable) applies only with respect to a Participant whose divorce or legal separation becomes effective on or following the date the Employer executes the Plan.

6.02 NO BENEFICIARY DESIGNATION. If a Participant fails to name a Beneficiary in accordance with Section 6.01, or if the Beneficiary named by a Participant predeceases the Participant, then the Administrative Services Provider will pay the Participant's remaining Account to the Participant's estate.

If the Beneficiary survives the Participant, but dies prior to distribution of the Participant's entire Account, the Trustee will pay the remaining Account to the Beneficiary's estate unless: (1) the Participant's Beneficiary designation provides otherwise; or (2) the Beneficiary has properly designated a Beneficiary. A Beneficiary only may designate a Beneficiary for the Participant's Account Balance remaining at the Beneficiary's death, and the Beneficiary's designation otherwise complies with the Plan terms. The Administrative Services Provider will direct a Trustee if applicable as to the method and to whom the Trustee will make payment under this Section 6.02.

6.03 PARTICIPATION AGREEMENT.

(A) General. A Participant must elect to make Salary Reduction Contributions on a Participation Agreement form the Administrative Services Provider provides for this purpose. The Participation Agreement must be consistent with the procedures of the Administrative Services Provider. The Participation Agreement may impose such other terms and limitations as the Employer or Administrative Services Provider may determine.

(B) Election Timing. A Participation Agreement may not take effect earlier than the first day of the calendar month following the date the Participant executes the Participation Agreement and as to Compensation paid or made available in such calendar month. However, if an Employee is eligible to become a Participant during the Employee's calendar month of hire, the Employee may execute a Participation Agreement on or before the date he/she

becomes an Employee, effective for the month in which he/she becomes an Employee.

(C) Sick, Vacation and Back Pay. If the Employer adopts a policy that permits Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay, a Participant who will incur a Severance from Employment may execute a Participation Agreement before such amounts are paid or made available provided: (i) such amounts are paid or made available before the Participant incurs the Severance; and (ii) the Participant is an Employee in that month.

(D) Modification of Participation Agreement. A Participation Agreement remains in effect until a Participant modifies it or ceases to be eligible to participate in the Plan. A Participant may modify his/her Participation Agreement by executing a new Participation Agreement. Any modification will become effective no earlier than the beginning of the calendar month commencing after the date the Participant executes the new Participation Agreement. Filing a new Participation Agreement will revoke all Participation Agreements filed prior to that date. The Employer or Administrative Services Provider may restrict the Participant's right to modify his/her Participation Agreement in any Taxable Year.

6.04 PERSONAL DATA TO ADMINISTRATIVE SERVICES PROVIDER. Each Participant and each Beneficiary of a deceased Participant must furnish to the Administrative Services Provider such evidence, data or information as the Administrative Services Provider considers necessary or desirable for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant will furnish promptly full, true and complete evidence, data and information when requested by the Administrative Services Provider, provided the Administrative Services Provider advises each Participant of the effect of his failure to comply with its request.

6.05 ADDRESS FOR NOTIFICATION. Each Participant and each Beneficiary of a deceased Participant must file with the Administrative Services Provider from time to time, in writing, his/her address and any change of address. Any communication, statement or notice addressed to a Participant, or Beneficiary, at his/her last address filed with the Administrative Services Provider, or as shown on the records of the Employer, binds the Participant, or Beneficiary, for all purposes of this Plan.

6.06 PARTICIPANT OR BENEFICIARY INCAPACITATED. If evidence is submitted to the Administrative Services Provider which supports an opinion that a Participant or Beneficiary entitled to a

Plan distribution is not able to care for his/her affairs because of a mental condition, a physical condition, or by reason of age, the Administrative Services Provider or the Trustee may make the distribution to the Participant's or Beneficiary's guardian, conservator, trustee, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his/her attorney-in-fact or to other legal representative upon furnishing evidence of such status satisfactory to the Administrative Services Provider and to the Trustee. The Administrative Services Provider and the Trustee do not have any liability with respect to payments so made and neither the Administrative Services Provider nor the Trustee has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

ARTICLE VII MISCELLANEOUS

7.01 NO ASSIGNMENT OR ALIENATION. A Participant or Beneficiary does not have the right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments under the Plan or Trust and the Administrative Services Provider and the Trustee will not recognize any such anticipation, assignment, or alienation. The payments and the rights under this Plan are non-assignable and nontransferable. Subject to Section 8.15, a Participant's or Beneficiary's interest in the Trust is not subject to attachment, garnishment, levy, execution or other legal or equitable process.

7.02 EFFECT ON OTHER PLANS. This Plan does not affect benefits under any other retirement, pension, or benefit plan or system established for the benefit of the Employer's Employees, and participation under this Plan does not affect benefits receivable under any such plan or system, except to the extent provided in such plan or system.

7.03 WORD USAGE. Words used in the masculine will apply to the feminine where applicable, and wherever the context of the Plan dictates, the plural will be read as the singular and the singular as the plural.

7.04 STATE LAW. The laws of the state of the Employer's principal place of business will determine all questions arising with respect to the provisions of this Prototype Plan, except to the extent Federal law supersedes State law.

7.05 EMPLOYMENT NOT GUARANTEED. Nothing contained in this Plan, or any modification or amendment to the Plan, or in the creation of any Account, or the payment of any benefit, gives any Employee, Participant or Beneficiary any right to continue employment, any legal or equitable right against the Employer, the

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Administrative Services Provider, the Trustee, any other Employee of the Employer, or any agents thereof except as expressly provided by the Plan.

7.06 NOTICE, DESIGNATION, ELECTION, CONSENT AND WAIVER. All notices under the Plan and all Participant or Beneficiary designations, elections, consents or waivers must be in writing and made in a form acceptable to the Administrative Services Provider. To the extent permitted by Treasury regulations or other applicable guidance, any Plan notice, election, consent or waiver may be transmitted electronically. Any person entitled to notice under the Plan may waive the notice or shorten the notice period except as otherwise required by the Code.

7.07 LIMITATIONS ON TRANSFERS AND EXCHANGES. The Employer and the Administrative Services Provider may adopt procedures to govern Participant elections and directions concerning a Participant's, Beneficiary's, or Alternate Payee's investment specifications and may impose limitations on transfers and exchanges from one investment option with the Plan to another. These procedures shall be in addition to any established by investment providers to the Plan. The Employer and the Administrative Services Provider may decline to implement any investment instructions for a Participant, Beneficiary, or Alternate Payee where either deems appropriate.

7.08 EMPLOYER RESPONSIBILITY FOR DISTRIBUTION OF PLAN RELATED INFORMATION. The Employer will distribute all Plan related amendments, restated plan documents, and deferred compensation plan tax related documentation to the Administrative Service Providers when there are multiple Administrative Service Providers of the Plan.

7.09 USE OF PLAN ASSETS THAT ARE NOT ATTRIBUTABLE TO AN ACCOUNT. If the Plan receives money that is not attributable to an Account, then the Employer will direct the Administrative Services Provider as to the use of these amounts. Examples include, but are not limited to, money received by the Plan as part of a settlement, litigation award or fee reimbursement. The Employer may use these amounts to offset Plan expenses or may allocate these amounts to Participants or as it deems appropriate

ARTICLE VIII TRUST PROVISIONS

8.01 APPLICATION. The provisions of this Article VIII apply only if the Employer has not elected to substitute another trust, custodial accounts or annuity contracts in lieu of the Trust established under this Article VIII.

8.02 ACCEPTANCE / HOLDING. The Trustee accepts the Trust created under the Plan and agrees to perform the duties and obligations imposed. The Trustee must hold in trust under this Article VIII, all Deferred Compensation until paid in accordance with the Plan terms.

8.03 RECEIPT OF CONTRIBUTIONS. The Trustee is accountable to the Employer for the funds contributed to it by the Employer or the Administrative Services Provider, but the Trustee does not have any duty to see that the contributions received comply with the provisions of the Plan.

8.04 FULL INVESTMENT POWERS. The Trustee is authorized and empowered, but not by way of limitation, to exercise and perform the following duties:

(a) To invest any part or all of the Trust in any common or preferred stocks, open-end or closed-end mutual funds, put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U. S. Treasury bills, U. S. Treasury notes and other direct or indirect obligations of the United States Government or its agencies, improved or unimproved real estate situated in the United States, limited partnerships, insurance contracts of any type, mortgages, notes or other property of any kind, real or personal, and to buy or sell options on common stock on a nationally recognized options exchange with or without holding the underlying common stock, as a prudent person would do under like circumstances. Any investment made or retained by the Trustee in good faith will be proper but must be of a kind constituting a diversification considered by law suitable for trust investments;

(b) To retain in cash so much of the Trust as it may deem advisable to satisfy liquidity needs of the Plan and to deposit any cash held in the Trust in a bank account at reasonable interest;

(c) To invest, if the Trustee is a bank or similar financial institution supervised by the United States or by a State, in any type of deposit of the Trustee (or a bank related to the Trustee within the meaning of Code §414(b)) at a reasonable rate of interest or in a common trust fund as described in Code §584, or in a collective investment fund, the provisions of which the Trust incorporates by this reference, which the Trustee (or its affiliate, as defined in Code §1504) maintains exclusively for the collective investment of money contributed by the bank (or its affiliate) in its capacity as Trustee and which conforms to the rules of the Comptroller of the Currency;

(d) To manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real or personal, in such manner, for such considerations and on such terms and conditions as the Trustee decides;

(e) To credit and distribute the Trust as directed by the Administrative Services Provider of the Plan. The Trustee will not be obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee will be accountable only to the Administrative Services Provider for any payment or distribution made by it in good faith on the order or direction of the Administrative Services Provider;

(f) To borrow money, to assume indebtedness, extend mortgages and encumber by mortgage or pledge;

(g) To compromise, contest, arbitrate or abandon claims and demands;

(h) To have with respect to the Trust all of the rights of an individual owner, including the power to exercise any and all voting rights associated with Trust assets, to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations, to tender shares and to exercise or sell stock subscriptions or conversion rights;

(i) To lease for oil, gas and other mineral purposes and to create mineral severances by grant or reservation; to pool or unitize interest in oil, gas and other minerals; and to enter into operating agreements and to execute division and transfer orders;

(j) To hold any securities or other property in the name of the Trustee or its nominee, with depositories or agent depositories or in another form as it may deem best, with or without disclosing the trust relationship;

(k) To perform any and all other acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust;

(l) To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes a final adjudication;

(m) To file all tax returns required of the Trustee;

(n) To furnish to the Employer and the Administrative Services Provider an annual statement of account showing the condition of the Trust and all investments, receipts, disbursements and other transactions effected by the Trustee during the Plan Year covered by the statement and also stating the assets of the Trust held at the end of the Plan Year, which accounts will be conclusive on all persons, including the Employer and the Administrative Services Provider, except as to any act or transaction concerning which the Employer or the Administrative Services Provider files with the Trustee written exceptions or objections within 90 days after the receipt of the accounts; and

(o) To begin, maintain or defend any litigation necessary in connection with the administration of the Trust, except that the Trustee will not be obliged or required to do so unless

8.05 RECORDS AND STATEMENTS. The records of the Trustee pertaining to the Trust will be open to the inspection of the Employer at all reasonable times and may be audited from time to time by any person or persons as the Employer may specify in writing. The Trustee will furnish the Administrative Services Provider whatever information relating to the Trust the Administrative Services Provider considers necessary.

8.06 FEES AND EXPENSES FROM FUND. The Trustee will receive reasonable annual compensation in accordance with its fee schedule as published from time to time. The Trustee will pay from the Trust all fees and expenses the Trustee reasonably incurs in its administration of the Trust, unless the Employer pays the fees and expenses.

8.07 PROFESSIONAL AGENTS. The Trustee may employ and pay from the Trust reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant or other person selected by it any non-Trustee power or duty vested in it by the Trust, and the Trustee may act or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.

8.08 DISTRIBUTION OF CASH OR PROPERTY. The Trustee may make distribution under the Plan in cash or property, or partly in each, at its fair market value as determined by the Trustee.

8.09 RESIGNATION AND REMOVAL. The Trustee or the Custodian may resign its position by giving written notice to the Employer and to the Administrative Services Provider. The Trustee's notice must specify the effective date of the Trustee's resignation, which date must be at least 30 days

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following the date of the Trustee's notice, unless the Employer consents in writing to shorter notice.

The Employer may remove a Trustee or a Custodian by giving written notice to the affected party. The Employer's notice must specify the effective date of removal which date must be at least 30 days following the date of the Employer's notice, except where the Employer reasonably determines a shorter notice period or immediate removal is necessary to protect Plan assets.

8.10 SUCCESSOR TRUSTEE.

(A) **Appointment.** In the event of the resignation or the removal of a Trustee, where no other Trustee continues to service, the Employer must appoint a successor Trustee if it intends to continue the Plan. If two or more persons hold the position of Trustee, in the event of the removal of one such person, during any period the selection of a replacement is pending, or during any period such person is unable to serve for any reason, the remaining person or persons will act as the Trustee. If the Employer fails to appoint a successor Trustee as of the effective date of the Trustee resignation or removal and no other Trustee remains, the Trustee will treat the Employer as having appointed itself as Trustee and as having filed the Employer's acceptance of appointment as successor Trustee with the former Trustee.

(B) **Automatic Successor.** Any corporation which succeeds to the trust business of the Trustee, or results from any merger or consolidation to which the Trustee is a party, or is the transferee of substantially all the Trustee's assets, will be the successor to the Trustee under this Trust. The successor Trustee will possess all rights, duties and powers under this Trust as if the successor Trustee were the original Trustee. Neither the Trustee nor the successor Trustee need provide notice to any interested person of any transaction resulting in a successor Trustee. The successor Trustee need not file or execute any additional instrument or perform any additional act to become successor Trustee.

8.11 VALUATION OF TRUST. The Trustee will value the Trust as of each Accounting Date to determine the fair market value of the Trust assets. The Trustee will value the Trust on such other date(s) the Administrative Services Provider may direct.

8.12 PARTICIPANT DIRECTION OF INVESTMENT. Consistent with the Administrative Services Provider's policy adopted under Section 5.02(i), the Trustee may consent in writing to permit Participants in the Plan to direct the investment to the Trust assets. The Administrative Services Provider will advise the Trustee of the portion of the Trust credited to each Participant's Account under the Plan, and subject to such Participant direction. As a condition of Participant direction, the Trustee may

impose such conditions, limitations and other provisions as the Trustee may deem appropriate and as are consistent with the Administrative Services Provider's policy. The Trustee will report to the Administrative Services Provider the net income, gain or losses incurred by each Participant directed Account separately from the net income, gain or losses incurred by the general Trust during the Trust Year.

8.13 THIRD PARTY RELIANCE. No person dealing with the Trustee will be obliged to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Trust. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and will not be liable to any person whomsoever in so doing. The certificate of the Trustee that it is acting in accordance with the Trust will be conclusive in favor of any person relying on the certificate.

8.14 INVALIDITY OF ANY TRUST PROVISION. If any clause or provision of this Article VIII proves to be or is adjudged to be invalid or void for any reason, such void or invalid clause or provision will not affect any of the other provisions of this Article VIII and the balance of the Trust provisions will remain operative.

8.15 EXCLUSIVE BENEFIT. The Trustee will hold all the assets of the Trust for the exclusive benefit of the Participants and their Beneficiaries and neither the Employer nor the Trustee will use or divert any part of the corpus or income of the Trust for purposes other than the exclusive benefit of the Participants and Beneficiaries of the Plan. The Employer will not have any right to the assets held by the Trustee and the Trust assets will not be subject to the claims of the Employer's creditors or, except as provided in Section 4.06, of the creditors of any Participant or Beneficiary. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his/her Account or any interest in his/her Deferred Compensation. Notwithstanding the foregoing, the Administrative Services Provider may pay from a Participant's or Beneficiary's Account the amount the Administrative Services Provider finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary. The Trust created under the Employer's Plan is irrevocable and its assets will not inure to the benefit of the Employer.

8.16 SUBSTITUTION OF CUSTODIAL ACCOUNT OR ANNUITY CONTRACT. The

Employer may elect to use one or more custodial accounts or annuity contracts in lieu of or in addition to the Trust established in this Article VIII. Any such custodial account or annuity contract must satisfy the requirements of Code §457(g)(3) and applicable Treasury regulations.

8.17 GROUP TRUST AUTHORITY. Notwithstanding any contrary provision in this Plan, the Trustee may, unless restricted in writing by the Administrative Services Provider, transfer assets of the plan to a group trust that is operated or maintained exclusively for the commingling and collective investment of monies provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Code section 401(a), individual retirement accounts that are exempt under Code section 408(e), and eligible governmental plans that meets the requirements of Code section 457(b). For this purpose, a trust includes a custodial account that is treated as a trust under Code section 401(f) or under Code section 457(g)(3). For purposes of valuation, the value of the interest maintained by the Plan in such group trust shall be the fair market value of the portion of the group trust held for Plan, determined in accordance with generally recognized valuation procedures.

ARTICLE IX AMENDMENT, TERMINATION, TRANSFERS

9.01 AMENDMENT BY EMPLOYER / SPONSOR. The Employer has the right at any time and from time to time:

(a) To amend this Plan and Trust Agreement in any manner it deems necessary or advisable in order to continue the status of this Plan as an Eligible 457 Plan; and

(b) To amend this Plan and Trust Agreement in any other manner, including deletion, substitution or modification of any Plan or Trust.

The Employer must make all amendments in writing. The Employer may amend the Plan by addenda, by separate amendment, or by restatement of the Plan. Each amendment must state the date to which it is either retroactively or prospectively effective. The Employer also may not make any amendment that affects the rights, duties or responsibilities of the Trustee or the Administrative Services Provider without the written consent of the affected Trustee or the Administrative Services Provider.

The Employer will accept amendments from the Administrative Services Provider (including adoption of a substitute Plan and Trust) without being required to re-execute the Plan, provided that the

amendments are necessary to continue the Plan as an Eligible 457 Plan.

9.02 TERMINATION / FREEZING OF PLAN. The Employer has the right, at any time, to terminate this Plan or to cease (freeze) further Deferral Contributions to the Plan. Upon termination or freezing of the Plan, the provisions of the Plan (other than provisions permitting continued Deferral Contributions) remain operative until distribution of all Accounts. Upon Plan termination, the Administrative Services Provider or Trustee shall distribute to Participants and Beneficiaries all Deferred Compensation as soon as is reasonably practicable following termination.

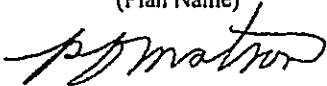
9.03 TRANSFERS. The Plan: (a) may accept a Transfer of a Participant's Account in another employer's Eligible 457 Plan; or (b) may Transfer a Participant's (or Beneficiary's) Account in this Plan to the another employer's Eligible 457 Plan. The other plan involved in the Transfer must provide for Transfers. The Participant or Beneficiary, after the Transfer will have Deferred Compensation in the recipient plan at least equal to his/her Deferred Compensation in the transferring plan immediately before the Transfer. Any Transfer also must comply with applicable Treasury regulations, and in particular Treas. Reg. §§1.457-10(b)(2) as to post-severance transfers between Eligible 457 Plans; 1.457-10(b)(3) as to transfers of all assets between Eligible 457 Plans; and 1.457-10(b)(4) as to transfers between Eligible 457 Plans of the same Employer. The Administrative Services Provider will credit any Transfer accepted under this Section 9.03 to the Participant's Account and will treat the transferred amount as a Deferral Contribution for all purposes of this Plan except such Transfer will not be treated as a Deferral Contribution subject to the limitations of Article III. The Plan's Transfer of any Participant's or Beneficiary's Account under this Section 9.03 completely discharges the Employer, the Administrative Services Provider, the Trustee and the Plan from any liability to the Participant or Beneficiary for any Plan benefits.

9.04 PURCHASE OF PERMISSIVE SERVICE CREDIT. A Participant, prior to otherwise incurring a distributable event under Article IV, may direct the Trustee to transfer (as of January 1, 2002, or later) all or a portion of his/her Account to a governmental defined benefit plan (under Code §414(d)) for: (a) the purchase of permissive service credit (under Code §415(n)(3)(A)) under such plan, or (b) the repayment of contributions and earnings previously refunded with respect to a forfeiture of service credited under the plan (or under another governmental plan within the same State) to which Code §415 does not apply by reason of Code §415(k)(3).

457 Governmental Plan and Trust

IN WITNESS WHEREOF, the undersigned has executed this Plan and Trust to become effective the 25 day of SEPTEMBER, 2015 for the:

ASRS SUPPLEMENTAL SALARY DEFERRAL PLAN (SSDP)
(Plan Name)

By: 
(signature)

PAUL MATSON
(printed name)

EXECUTIVE DIRECTOR ASRS
(title/role)

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Christina Rubalcava, Senior Assistant City Attorney CR
Date: 04/27/2022
Meeting Date: 05/03/2022



TITLE:

Consideration and Adoption of Resolution No. 2022-20: A resolution approving Binding Waivers of Enforcement for twenty-nine parcels of land located in the City of Flagstaff.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2022-20 by title only
- 2) City Clerk reads Resolution No. 2022-20 by title only (if approved above)
- 3) Adopt Resolution No. 2022-20

Executive Summary:

On November 17, 2020, the Flagstaff City Council adopted a land use law, Ordinance 2020-28, generally referred to as the High Occupancy Housing amendments, which made various amendments to the Flagstaff Zoning Code.

Arizona Revised Statutes §12-1134 ("Prop 207") allows a property owner to seek just compensation when a city adopts a land use law that reduces the property owner's existing rights to use, divide, sell, or possess private real property and such action reduces the fair market value of the property.

The property owners listed in the attached Binding Waiver of Enforcement filed claims for just compensation under Prop 207, asserting that the amendments to the Flagstaff Zoning Code adopted by Ordinance 2020-28 reduced their rights to use their respective properties and thereby collectively reduced the fair market value of the 29 properties by approximately \$21 million.

In response to a claim for just compensation under Prop 207, a city may reach an agreement with the property owner on the demanded compensation, deny the demanded compensation and defend such denial in litigation, amend the land use law, repeal the land use law, or issue to the property owner a binding waiver of enforcement of the land use law on the owner's specific parcels.

If the City Council approves and adopts the attached resolution approving the Binding Waiver of Enforcement for the 29 properties identified therein, these properties will not be subject to the High Occupancy Housing amendments adopted by Ordinance 2020-28.

Financial Impact:

RESOLUTION NO. 2022-20

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING BINDING WAIVERS OF ENFORCEMENT FOR TWENTY-NINE PARCELS OF LAND WITHIN THE CORPORATE LIMITS OF THE CITY OF FLAGSTAFF

RECITALS:

WHEREAS, on November 17, 2020, the Flagstaff City Council adopted a land use law, Ordinance 2020-28, which made various amendments to the Flagstaff Zoning Code; and

WHEREAS, the owners identified in Exhibit A, attached hereto, owned their respective parcels of land ("Properties") on November 17, 2020; and

WHEREAS, Arizona Revised Statutes §12-1134 ("Prop 207") allows a property owner to seek just compensation when a city adopts a land use law that reduces the property owner's existing rights to use, divide, sell, or possess private real property and such action reduces the fair market value of the property; and

WHEREAS, the property owners identified in Exhibit A filed claims for just compensation under Prop 207, asserting that the amendments to the Flagstaff Zoning Code adopted by Ordinance 2020-28 reduced their rights to use the twenty-nine Properties and thereby reduced the fair market value of the Properties; and

WHEREAS, in response to a claim for just compensation under Prop 207, a city may issue to the property owner a binding waiver of enforcement of the land use law on the owner's specific parcels.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That the Binding Waiver of Enforcement, which is attached hereto as Exhibit A, is hereby approved and the Mayor is authorized to execute the Binding Waiver of Enforcement, waiving enforcement of Ordinance 2020-28 as to the twenty-nine Properties identified therein.

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

Exhibits:

Exhibit A – Binding Waiver of Enforcement

WHEN RECORDED, MAIL TO:

Flagstaff City Clerk
Stacy Saltzburg
211 W. Aspen Avenue
Flagstaff, AZ 86001

BINDING WAIVER OF ENFORCEMENT

THIS BINDING WAIVER OF ENFORCEMENT (this “Waiver”) is granted by the City of Flagstaff, an Arizona municipal corporation (the “City”).

RECITALS:

- A. On November 17, 2020, the Flagstaff City Council adopted a land use law, Ordinance 2020-28, which made various amendments to the Flagstaff Zoning Code.
- B. The respective owners of the following parcels in Flagstaff, (collectively “the Properties”) owned the Properties on the date of enactment listed above:

	APN	Property Owner	Address
1.	111-16-018	Daniel J and Lynndel E Custodio	3325 North Crest Street
2.	117-20-025	Timothy J and Suzanne Y Trzaska Trust DTD	4354 East Rustic Knolls Lane
3.	100-39-015G	Timothy J and Suzanne Y Trzaska Trust DTD	208 West Benton
4.	112-15-003B	Ronald Cornish and Victoria Oehlbaum	3321 South Walkup Avenue
5.	114-09-134	Hurley Family Trust / Joyce and Patrick Hurley	1701 North Slippery Rock Road
6.	108-15-011	Jason Alan Hale and Karra Sue Hale	3751 North Patterson Boulevard
7.	107-21-010	Chris and Nancy Ross Revocable Trust	4342 East Coburn Drive
8.	111-14-034	Kathy F Oakley Living Trust	3100 West Tina Lane
9.	107-02-082	Kathy F Oakley Living Trust	2024 North Center Street
10.	113-09-008	Kathy F Oakley Living Trust	4580 East Allison Drive
11.	110-07-080	Robert D and Dawn Begley	1415 North Lomalai Lane
12.	110-07-083	Robert D and Dawn Begley	1420 North Beaver Street
13.	100-22-021	Robert D and Dawn Begley	411 West Santa Fe Avenue

14.	106-07-033B	Kyle L and Christy Maycumber	373 South Fourth Street
15.	101-06-011A	Tres Pedalers, LLC	719 North Humphreys Street
16.	101-06-012	Tres Pedalers, LLC	717 North Humphreys Street
17.	107-06-104	JenDell Company	1711 East Arrowhead Avenue
18.	107-06-107	JenDell Company	1711 1/4 East Arrowhead Avenue
19.	107-06-105	JenDell Company	1715 East Arrowhead Avenue
20.	107-06-115	JenDell Company	1713 East Arrowhead Avenue
21.	102-11-025	Wendell and Jennifer Johnson	775 West Beal Road
22.	112-61-060	Bruce G. and Diane J. Wickberg	5296 South Azurite Trail
23.	105-10-013	Perminder Sanghera	3241 S Clubhouse Circle
24.	113-29-003K	VP I-40 & Country Club, LLC	[Sixteenth: NE Quarter: SE Section 07 Township: 21N Range: 08E]
25.	113-29-001P	VP I-40 & Country Club, LLC	[980 N Country Club Drive]
26.	113-25-103	VP I-40 & Country Club, LLC	[Subdivision: COUNTRY CLUB MANOR Tract: B Sixteenth: SE Quarter: SW Section: 07 Township: 21N Range: 08E]
27.	100-04-001A	Dale Investors LLC	405 North Beaver Street
28.	100-04-003A	SMS Group I, LLC	150 West Dale Avenue
29.	100-04-004A	SMS Group I, LLC	150 West Dale Avenue

- C. Arizona Revised Statutes §12-1134 (“Prop 207”) allows a property owner to seek just compensation when a city adopts a land use law that reduces the property owner’s existing rights to use, divide, sell, or possess private real property and such action reduces the fair market value of the property.
- D. In February through April 2022, the owners of the Properties filed with the City a request for just compensation pursuant to Prop 207.
- E. In response to a claim for just compensation under Prop 207, a city may reach an agreement to issue to the property owner a binding waiver of enforcement of the land use law on the owner’s specific parcels.

NOW, THEREFORE, the City of Flagstaff does hereby declare as follows:

- 1) Incorporation of Recitals. The recitals stated above are true and correct and are incorporated herein.
- 2) Binding Waiver of Enforcement. That the amendments to the Flagstaff Zoning Code adopted by Ordinance 2020-28 shall not be enforced nor applicable to the entirety, or any portion of the Properties.
- 3) Recordation. This Binding Waiver of Enforcement shall be adopted by Resolution of the Flagstaff City Council and recorded in its entirety in the Official Records of Coconino County, Arizona, not later than ten (10) days after this Waiver takes effect.
- 4) Covenants Running with Land; Inurement. The covenants, conditions, terms, and provisions of this Waiver relating to use of the Properties shall run with the Properties.
- 5) Governing Law. This Waiver, and all rights and obligations created hereby, shall be determined and governed by the laws of the State of Arizona.

IN WITNESS WHEREOF, this Waiver is approved by the Flagstaff City Council through the adoption of Resolution 2022-__.

City of Flagstaff

Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

STATE OF ARIZONA)
COUNTY OF COCONINO)

ACKNOWLEDGMENT

On this _____ day of _____, 202__, before me, a Notary Public, personally appeared Paul Deasy, Mayor of the City Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

Notary Public

My Commission Expires: _____

ORDINANCE NO. 2020-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "*CASE NO. PZ-19-00125 UPDATES TO ZONING CODE 2020 – HIGH OCCUPANCY HOUSING LAND USE*"; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend Title 10 Flagstaff Zoning Code of the Flagstaff City Code, to implement the High Occupancy Housing Plan by adopting modifications to the land use and property development tables, specific to use standards, parking standards, definitions, and the appendixes; and

WHEREAS, a citizen review session was held at the Planning Commission work session on September 23, 2020, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held public hearing on October 28, 2020, and provided a recommendation to City Council on proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services section of the Community Development division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings of Section 10- 20.50.040 of the Flagstaff Zoning Code have been met; and

WHEREAS, that certain document known as "*Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use*", one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2020-59.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. That certain document known as "*Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use*", one(1) paper copy and (1) electronic copy are on file in the office of the City Clerk of the City of Flagstaff, Arizona, which document is declared a public record by Resolution No. 2020-59 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

SECTION 3. The Zoning Code text amendment is consistent with and conforms to the goals of the Regional Plan.

SECTION 4. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

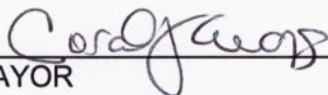
SECTION 8. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

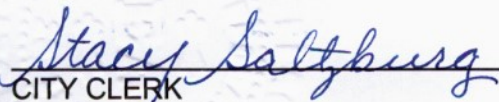
SECTION 9. Effective Date

This resolution shall be effective on March 1, 2021.

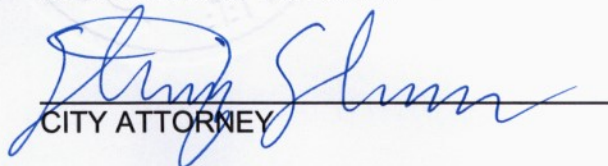
PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of November, 2020.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

RESOLUTION NO. 2020-59

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "CASE NO. PZ-19-00125 UPDATES TO ZONING CODE 2020 - HIGH OCCUPANCY HOUSING LAND USE"

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2020-59, by first declaring said amendments to be a public record.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

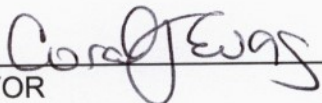
SECTION 1. In General.

That certain document known as "*Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use*" attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041, and said copies shall remain on file with the City Clerk.

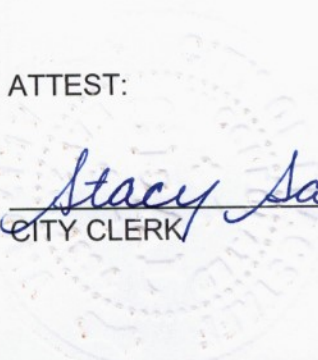
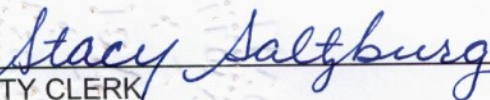
SECTION 2. Effective Date.

This resolution shall be effective on March 1, 2021.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of November, 2020.


MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

Exhibits:

A. Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use

Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use


Amendment for Adoption in Flagstaff Zoning Code

HOW TO READ THIS DOCUMENT

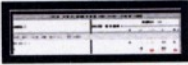
Unless otherwise stated, existing provisions that are being deleted are shown in bold red strikethrough text, like this: ~~Provisions that are being deleted are shown with a bold red strikethrough text.~~

Provisions that are being added are shown in bold blue text, like this: **Provisions that are being added are shown in bold blue text.**

Graphics/Figures that are being deleted are indicated with an "X" over the graphic/figure.

Graphics/Figures that are being added are indicated with a border  around the graphic/figure.

Tables that are being deleted are indicated with an "X" over the Tables.

Tables that are being added are indicated with a thick border  around the Tables.

Bold blue capitalized text, **BOLD BLUE CAPITALIZED TEXT LIKE THIS**, are additions that the City Council made at the November 17, 2020 City Council Meeting

Section 1. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.030 Residential Zones, Subsection B. Residential Zones – Allowed Uses, as follows:

Section 10-40.30.030 Residential Zones

B. Residential Zones – Allowed Uses. The allowed land uses of each of the Residential Zones are shown in Table 10-40.30.030.B.

Table 10-40.30.030.B. Residential Zones – Allowed Uses.								
Primary Land Use ¹	Specific Use Regulations	Residential Zones						
		RR	ER	R1	R1N	MR	HR	MH
Ranching, Forestry and Animal Keeping								
Animal Keeping	10-40.60.070	p ⁶	p ⁶	--	--	--	--	--
Recreation, Education and Assembly								
Commercial Campgrounds	10-40.60.130	UP	--	--	--	--	--	--
Equestrian Recreational Facilities		UP	UP	UP	--	--	--	--
Golf Courses and Facilities		UP	UP	UP	--	--	--	--

Libraries, Museums		UP	UP	UP	UP	UP	UP	UP
Meeting Facilities, Public and Private	10-40.60.230							
Regional		--	--	--	--	--	--	--
Neighborhood		P/UP ²	P/UP ²	P/UP ²	P/UP ²	P/UP ²	P/UP ²	P/UP ²
Outdoor Public Uses, General		P	P	P	--	P	P	P
Places of Worship		P/UP ⁵	P/UP ⁵	P/UP ⁵	P/UP ⁵	P/UP ⁵	P/UP ⁵	P/UP ⁵
Schools – Private		P	P	P	P	P	P	P
Schools – Public and Charter		p ³	p ³	p ³	p ³	P	P	p ³
Trade Schools		--	--	--	--	--	--	--
Residential								
Co-housing	10-40.60.120	P	P	PRD	--	P	P	--
Congregate Care Facilities		UP	UP	UP	UP	P	P	UP
Day Care, Centers	10-40.60.150.B	UP	UP	UP	UP	UP	UP	UP
Day Care, Home	10-40.60.150.A	P	P	P	P	P	P	P
Development, Duplex		PRD	PRD	PRD	P	P	P	--
Development - Cluster, Single-Family	10-40.60.170	P	P	-- PRD	--	--	--	--
Development, Multiple- Family		PRD	PRD	PRD	--	P	P	--
Development, Single- Family		P	P	P	P	PRD ⁴	PRD ⁴	P
Dormitories		--	--	--	--	UP	UP	--
Group Home		P	P	P	P	P	P	P
High Occupancy Housing Development, Single-Family	10-40.60.175	UP	UP	UP	UP	UP/PRD	UP/PRD	UP
High Occupancy Housing Development, Two-units	10-40.60.175	UP/PRD	UP/PRD	UP/PRD	UP	UP	UP	--
High Occupancy Housing Development, Three-units	10-40.60.175	UP/PRD	UP/PRD	UP/PRD	--	UP	UP	--

High Occupancy Housing Development, Four-units and Greater	10-40.60.175	UP/PRD	UP/PRD	UP/PRD	--	UP	UP	--
Home Occupation	10-40.60.180	P	P	P	P	P	P	P
Institutional Residential								
Custodial Care Facilities		UP	UP	UP	UP	UP	UP	UP
Homeless Shelters	10-40.60.190							
Emergency Shelters		UP	UP	UP	UP	UP	UP	UP
Short Term Housing		UP	UP	UP	UP	UP	UP	UP
Transitional Housing		UP	UP	UP	UP	UP	UP	UP
Sheltered Care Homes		UP	UP	UP	UP	UP	UP	UP
Nursing Homes		--	UP	UP	UP	UP	UP	UP
Live/Work	10-40.60.200	--	--	--	--	UP/PRD	UP/PRD	--
Manufactured Home	10-40.60.210	--	--	--	--	--	--	P
Manufactured Home Park	10-40.60.210.D	--	--	--	--	--	--	P
Manufactured Home Subdivision	10-40.60.210.C	--	--	--	--	--	--	P
Mobile Home		--	--	--	--	--	--	P
Planned Residential Development	10-40.60.280	P	P	P	P	P	P	--
Rooming and Boarding Facilities		--	UP	--	--	UP	UP	UP
Single Room Occupancy, Fraternities and Sororities		--	--	--	--	UP	UP	--
Retail Trade								
Neighborhood Market								
≤ 1,500 sf		--	--	UP	--	--	--	UP
≤ 2,500 sf		--	--	--	--	UP	--	--
≤ 5,000 sf		--	--	--	--	--	UP	--
Offices		--	--	--	--	--	UP	--

Services								
Bed and Breakfast Establishments	10-40.60.110	P	P	P	P	P	P	P
Cemeteries		UP	UP	UP	--	UP	UP	UP
Hospitals		UP	UP	UP	UP	UP	UP	UP
Public Services								
Emergency Services		UP	UP	UP	UP	UP	UP	UP
Public Services Minor		P	P	P	P	P	P	P
Public Services Major		--	--	--	--	--	--	--
Telecommunications Facilities								
AM Broadcasting Facilities	10-40.60.310	UP	UP	UP	UP	UP	UP	UP
Antenna-supporting Structure	10-40.60.310	UP	UP	UP	UP	UP	UP	UP
Attached Telecommunication Facilities	10-40.60.310	P	P	P	P	P	P	P
Colocation Facility	10-40.60.310	P	P	P	UP	P	P	P
FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.310	UP	UP	UP	UP	UP	UP	UP
Stealth Telecommunication Facilities	10-40.60.310	P	P	P	P	P	P	P
Transportation and Infrastructure								
Accessory Wind Energy Systems	10-40.60.040	P	P	P	--	P	P	P
Urban Agriculture								
Community Garden	10-40.60.140	P	P	P	P	P	P	P
Nurseries		UP	--	--	--	--	--	--
End Notes								
1. A definition of each listed use type is in Chapter 10-80, Definitions.								
2. A conditional use permit is required if liquor is sold or if facilities exceed 250 seats.								
3. Charter schools proposed in existing single-family residences shall be located on residential lots one acre or greater. Charter schools shall be subject to the review processes established in A.R.S. §15-189.01., as amended.								

- 4. Existing single-family uses and lots recorded in MR and HR, prior to the effective date of this Zoning Code, are considered legal, conforming uses.
- 5. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.
- 6. Use is allowed only on a lot or parcel with a net lot area of five acres, or greater.

Key

- P = Permitted Use
- UP = Conditional Use – Requires the Approval of a Conditional Use Permit
- PRD = Allowed Use only when part of a Planned Residential Development (see Section 10-40.60.280)
- UP/PRD = Conditional Use – Requires the Approval of a Conditional Use Permit, and the use shall be part of a Planned Residential Development (see Section 10-40.60.280)
- = Use Not Allowed

Section 2. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.030 Residential Zones, Subsection C. Residential Zones – Building Form Standards and Property Development Standards, as follows:

10-40.30.030 Residential Zones

- C. Residential Zones – Building Form Standards and Property Development Standards. The building form and property development standards shown in Table 10-40.30.030.C. shall apply to all property within the corresponding residential zone.

Table 10-40.30.030.C. Residential Zones – Building Form and Property Development Standards.							
	Residential Zones						
	RR	ER	R1	R1N	MR	HR	MH
Residential development subdivided by a plat that was recorded before December 5, 2011							
Lot sizes	(1) Lot sizes and setbacks shall be provided in accordance with the requirements delineated on the final plat approved by the City Council and recorded. When a recorded plat does not have setbacks delineated, the Building Placement Requirements of this table shall govern.						
Setbacks	(2) Any lot(s) created or reconfigured in accordance with the subdivision code shall conform with the current requirements of						

	the property's zone, unless alternate lot sizes and setbacks are approved by the City Council on a final plat that is recorded.						
Building Placement Requirements							
Setbacks							
Front (min.)							
2nd Floor and Below	75'	50'	15'	15'	10'	10'	15'
Above 2nd Floor	75'	50'	15'	15'	15'	15'	15'
For Parking	--	--	25' ¹	--	--	--	--
Side (min.)							
Side Yard	10'	20'min./ 45'total	8'	6'	5'	5'	8'
Street Side Yard	25'	20'	15'	6'	5'	5'	12'
Rear (min.)	10'	60'	25' ²	15'	15' ³	15' ³	10'
Building Form Requirements							
Building Height (max.) ^{12,13, and 14}	35'	35'	35'	35'	35'	60' ⁴	30'
Coverage (max.)	20%	17%	35%	35%	40%	50%	43%
Density Requirements (See Division 10-30.20, Affordable Housing Incentives)							
Gross Density (units/acre)							
Min.	--	--	2	2	6	10	--
Max. Outside the RPO	1	1	6	14	14	29⁵	11
Maximum without the Resource Protection Overlay (RPO)	1	1	6	14	14	29⁵	11
Maximum with the RPO, inside of a pedestrian shed of an activity center⁽¹⁸⁾	1	1	6	14	14	29⁵	11
Max. Within the RPO Maximum with the RPO, outside of a pedestrian shed of an activity center⁽¹⁸⁾	1	1	5	--	9	22	4
Multiple-Family Developments with four dwelling units or more, Bedrooms per Acre							
Maximum without the RPO	---End note 15---		15	--	35	72.5	--
Maximum without the RPO with a Conditional Use Permit for a High Occupancy Housing Development inside of a	---End note 16---		21	--	49¹⁷	101.5¹⁷	--

pedestrian shed of an activity center ⁽¹⁸⁾							
Maximum with the RPO	---End note 15---	12.5	--	22.5	55	--	
Maximum with the RPO and a Conditional Use Permit for a High Occupancy Housing Development inside of a pedestrian shed of an activity center ⁽¹⁸⁾	---End note 16---	17.5	--	31.5 ¹⁷	77 ¹⁷	--	
Lot Requirements							
Area							
Gross (min.)	1 ac ⁶	1 ac	6,000 sf	6,000 sf	6,000 sf	6,000 sf	5 ac
Per Unit (min.)	1 ac ⁶	1 ac	6,000 sf	3,000 sf	End note 5	End note 5	4,000 sf
Width							
Interior Lots (min.)	100 ¹⁷	149 ¹⁸	60 ^{18,9}	50'	50 ^{18,9}	50 ^{18,10}	--
Corner Lots (min.)	100 ¹⁷	149 ¹⁸	60 ^{18,9}	50'	50 ^{18,9}	50 ^{18,10}	--
Depth (min.)	200 ¹⁷	--	100 ¹⁸	100'	100 ¹⁸	75 ^{18,10}	--
Other Requirements							
Open Space (% of Development Site Area) ¹¹	--	--	--	--	See Table 10-40.30.030.A		
Fences and Screening	See Division 10-50.50						
Landscaping	See Division 10-50.60						
Lighting	See Division 10-50.70						
Parking	See Division 10-50.80						
Signs	See Division 10-50.100						
End Notes							
1.	15' for side entrance garages, where the garage is designed as an integral element of the primary dwelling (i.e., doors and windows are consistent with the overall architectural character).						
2.	One or two story residential buildings and decks attached to those buildings may be built to 15' from the rear property line; provided, that any portion of the structure located closer than 25' to the rear property line does not exceed 50% of the lot width.						
3.	May be reduced for zones not subject to the Resource Protection Overlay when a minimum of 350 sf of open yard area per unit is provided, see Section 10-40.30.030(H).						
4.	Building height can be exceeded with approval of a Conditional Use Permit.						
5.	The maximum number of units for each lot is based on the following:						

Area of Lot	Required Lot Area Per Dwelling Units
5,000 to 14,000 square feet	2,500 square feet
14,001 to 24,000 square feet	2,000 square feet
24,001 square feet and over	1,500 square feet

6. Five-acre minimum where public water supply and public streets are not available to serve the property.
7. Where public water supply and public streets are not available to serve the property a minimum lot width of 200' and lot depth of 250' are required.
8. Within a Planned Residential **Development Development**, the minimum width and depth of a lot may vary based on the minimum lot standards applicable to the building types selected for application within a Planned Residential Development (See Section 10-40.60.280, Planned Residential Development).
9. Lot width measured at the setback line.
10. On lots greater than 9,000 sf: 70' minimum width on interior lots, 75' minimum width on corner lots and 100' minimum depth on all lots.
11. ~~Any required common~~ **Common** open space as required in Division 10-50.110, Specific to Building Types, and areas set aside for resource preservation such as floodplains, slopes and forests (Division 10-50.90, Resource Protection Standards) may be used to satisfy this standard. In this context, "open space" includes active and passive recreation uses, landscape areas, and community gardens.
12. Primary structures, excluding accessory structures, with a roof pitch greater than, or equal to, 6:12 shall be allowed an additional five feet above the maximum building height.
13. The elevator and stairwell bulkheads shall be architecturally integrated with the building. Elevator and stairwells bulkheads are allowed an additional 15 feet above the maximum building height. The Director may approve a height greater than 15 feet when the additional height is necessary to accommodate an elevator or stairwell bulkhead, related equipment, or the requirements of the Building or Fire Code.
14. Steeples, solar collectors, towers and other unoccupied architectural features are allowed an additional height above the maximum building height equal to 20 percent multiplied by the maximum building height allowed for property's zone. The total area of the referenced allowances above the building height shall not exceed 20 percent of the total roof area.
15. **Multiple-Family Developments are allowed 3 bedrooms for the first acre of a Development Site and 2.5 bedrooms per acre for each additional acre of a Development Site.**
16. **Multiple-Family Developments are allowed 4 bedrooms for the first acre of a Development Site and 3.5 bedrooms per acre for each additional acre of a Development Site.**
17. **Additional bedrooms per acre may be approved on a lot or parcel inside of a pedestrian shed of a Regional Activity Center delineated on the General Plan or applicable Specific Plan with an HOHD Conditional Use Permit.**
18. **Activity centers are delineated on the General Plan or applicable Specific Plan.**

Key

-- Not Applicable

Section 3. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.040 Commercial Zones, Subsection B. Commercial Zones – Allowed Uses., as follows:

10-40.30.040 Commercial Zones

B. **Commercial Zones – Allowed Uses.** The allowed land uses of each of the Commercial zones are shown in Table 10-40.30.040.B.

Table 10-40.30.040.B. Commercial Zones – Allowed Uses						
Primary Land Use ¹	Specific Use Regulations	Commercial Zones				
		SC	CC	HC	CS	CB
Industrial, Manufacturing, Processing and Wholesaling						
Carpenter or Cabinet Shops		--	--	--	P	-
Flammable Liquid, Gas, and Bulk Fuel – Storage and Sale		--	--	UP	--	
Machine or Metal Working Shops		--	--	--	P	--
Manufacturing and Processing – Incidental		--	P	P	P	P
Micro-brewery or Micro-distillery	10-40.60.240	--	P	P	P	P
Mini-storage Warehousing	10-40.60.250	--	--	UP ²	P	--
Research and Development Uses	10-40.60.300	--	--	UP	--	--
Transportation or Trucking Yards		--	--	--	P	--
Vehicle Towing/Impound Yard		--	--	p ⁴	--	--
Warehousing	10-40.60.330	--	p ³	p ³	--	p ³

Wholesaling and Distribution		--	--	--	P	P ³
Recreation, Education and Assembly						
Automobile, Go-kart, Miniature Automobile Racing	10-40.60.080	--	UP	UP	--	--
Commercial Campgrounds	10-40.60.130	--	--	P	--	--
Commercial Recreation Facilities, Indoor		P	P	P	--	P
Commercial Recreation Facilities, Outdoor	10-40.60.270	--	UP	UP	--	--
Libraries, Museums		P	P	P	P	P
Meeting Facilities, Public or Private	10-40.60.230					
Regional		--	P/UP ⁵	P/UP ⁵	P/UP ⁵	P/UP ⁵
Neighborhood		P ⁵	P/UP ⁵	--	--	--
Outdoor Public Uses, General		P	P	P	--	--
Places of Worship		P/UP ¹⁰	P/UP ¹⁰	P/UP ¹⁰	P/UP ¹⁰	P/UP ¹⁰
Schools – Public and Charter		P	P	P	P	P
Schools – Private		P	P	P	P	P
Theaters		P	P	P	--	P
Trade Schools		--	UP	UP	UP	UP
Residential⁷						
Co-housing	10-40.60.120	p ⁶	p ⁶	p ⁶	p ⁶	p ⁶
Congregate Care Facilities		UP	P	P	P	UP
Day Care, Centers	10-40.60.150.B	P	P	P	UP	UP
Day Care, Home	10-40.60.150.A	P	P	P	P	P
Development, Duplex		p ⁶	p ^{6,9}	p ⁶	p ⁶	p ⁶
Development, Multiple-Family		p ⁶	p ⁶	p ⁶	p ⁶	p ⁶
Development, Single-Family		--	p ⁹	--	--	--

Dormitories		UP ⁶	UP ⁶	UP ⁶	UP ⁶	UP ⁶
Fraternities and Sororities		UP ⁶	UP ⁶	UP ⁶	UP ⁶	UP ⁶
Group Homes		p ⁶	p ⁶	p ⁶	p ⁶	p ⁶
High Occupancy Housing Development, Single-Family	10-40.60.175	--	UP	--	--	--
High Occupancy Housing Development, Two-units	10-40.60.175	UP ⁶	UP ⁶	UP ⁶	UP ⁶	UP ⁶
High Occupancy Housing Development, Three-units	10-40.60.175	UP ⁶	UP ⁶	UP ⁶	UP ⁶	UP ⁶
High Occupancy Housing Development, Four-units and Greater	10-40.60.175	UP ⁶	UP ⁶	UP ⁶	UP ⁶	UP ⁶
Home Occupation	10-40.60.180	P	P	P	P	P
Institutional Residential						
Custodial Care Facilities		p ⁸	p ⁸	p ⁸	p ⁸	p ⁸
Homeless Shelters	10-40.60.190					
Emergency Shelters		p ⁸	p ⁸	p ⁸	p ⁸	p ⁸
Short Term Housing		p ⁸	p ⁸	p ⁸	p ⁸	p ⁸
Transitional Housing		P	P	P	P	P
Nursing Homes		UP	UP	UP	UP	UP
Sheltered Care Homes		P	P	P	P	P
Live/Work	10-40.60.200	P	P	P	P	P
Planned Residential Development	10-40.60.280	P/UP	P/UP ⁹	UP	UP	UP
Residence for Owner, Caretaker or Manager		p ⁶	p ⁶	p ⁶	p ⁶	p ⁶
Rooming and Boarding Facilities		UP⁶	UP⁶	UP⁶	UP⁶	UP⁶

Single Room Occupancy		UP	--	P	--	P
Retail Trade						
Bars/Taverns		P	P	P	P	P
Crematorium		P	P	P	P	--
Drive-through Retail	10-40.60.160	P	P	P	--	--
Drive-through Service		P	P	P	--	--
Farmers Markets and Flea Markets		--	P	P	P	P
General Retail Business		P	P	P	P	P
Mixed Use	10-40.60.260	P	P	P	P	P
Mixed-Use High Occupancy Housing Development	10-40.60.175 and 10-40.60.260	UP	UP	UP	UP	UP
Restaurant or Cafe		P	P	P	P	P
Services						
Bed and Breakfast Establishments	10-40.60.110	P	P	P	P	P
Cemeteries		UP	UP	UP	UP	--
Dry-cleaning, Processing		P	P	P	--	--
Equipment Rental Yard		--	UP	P	P	--
Funeral Homes, Chapels and Mortuaries		--	P	P	--	UP
General Services		P	P	P	P	P
Hospital		UP	UP	UP	UP	UP
Kennel, Animal Boarding	10-40.50.195			UP ¹¹		
Medical Marijuana Dispensary	10-40.60.220	--	--	P	--	--
Office		P	P	P	P	P
Public Services						
Public Services Major		--	--	--	--	--

	Public Services Minor		P	P	P	P	P
	Emergency Services		UP	UP	UP	UP	UP
Travel Accommodations			UP	--	P	--	P
Veterinary Clinics			P	P	P	P	--
Veterinary Hospitals			--	--	UP	UP	--
Telecommunication Facilities							
AM Broadcasting Facilities	10-40.60.320		UP	UP	UP	UP	UP
Antenna-Supporting Structure	10-40.60.320		UP	UP	UP	UP	UP
Attached Telecommunication Facilities	10-40.60.320		P	P	P	P	P
Collocation Facility	10-40.60.320		P	P	P	P	P
FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.320		P	P	P	P	P
Stealth Telecommunication Facilities	10-40.60.320		P	P	P	P	P
Transportation and Infrastructure							
Accessory Wind Energy Systems	10-40.60.040		P	P	P	P	P
Garages, Off-Street			P	P	P	P	P
Parking Lots, Off- Street	10-50.80		P	P	P	P	P
Passenger Transportation Facilities			--	--	UP	UP	UP
Urban Agriculture							
Community Gardens	10-40.60.140		P	P	P	P	P
Food Production			--	--	UP ²	UP ²	--
Vehicle Sales and Services							
Automobile Service Station and Convenience Store	10-40.60.090		P	P	P	P	--

Automobile and Trailer Rental		--	--	P	P	--
Automobile/Vehicle Sales and Service, New and Used		--	UP	P	P	UP
Automobile/Vehicle Repair Garages – Minor	10-40.60.100	--	UP	P	P	--
Automobile/Vehicle Repair Garages – Major	10-40.60.100	--	--	P	P	--
Car Washes		P	P	P	--	--
Mobile Homes and Recreational Vehicles, Sales, and Service		--	--	P	--	--

End Notes

1. A definition of each listed use type is in Chapter 10-80, Definitions.
2. Only allowed on lots that do not have highway frontage or behind existing/new commercial uses.
3. Only permitted when incidental to permitted use.
4. This use shall be screened. See Division 10-50.50, Fences and Screening, for fencing and screening requirements.
5. A conditional use permit is required if liquor is sold or if facilities exceed 250 seats.
6. Residential uses with more than two units are allowed as part of a mixed-use development located above or behind the commercial uses, or as a planned residential development (~~Section 10-40.60.280~~).
7. Residential uses in the CC, HC, CS and CB zones, and residential uses and properties listed on the National Historic Registry or within the Landmarks overlay zone existing prior to the effective date of this Zoning Code are considered legal, nonconforming uses. Residential uses in the CC, HC, CS and CB zones shall be subject to the development standards established in the HR zone.
8. Conditional use permit is required if proximity between shelter facilities is less than one-quarter mile.
9. Single-family and duplex land uses are permitted by right on lots ≤9,000 sf and existing prior to November 1, 2011, subject to the building placement and building form requirements of the MR zone.
10. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.
11. Outdoor kenneling of animals is prohibited.

Key

P = Permitted Use
UP = Conditional Use Permit Required
-- = Use Not Allowed

Section 4. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.040 Commercial Zones, Subsection C. Commercial Zones – Building Form Standards., as follows:

Section 10-40.30.040 Commercial Zones

C. Commercial Zones – Building Form and Property Development Standards. The building form and property development standards shown in Table 10-40.30.040.C. shall apply to all property with the corresponding commercial zones.

Table 10-40.30.040.C. Commercial Zones – Building Form and Property Development Standards					
	Commercial Zones				
	SC	CC	HC	CS	CB
Building Placement Requirements					
Setback from property line					
Front (Also see Section 10-50.60.040.B)	15' ¹	0'	0' ²	0'	0'
Side	----- 15' min. ⁶ -----				
Adjacent to Residential Use	----- 15' min. ⁶ -----				
Street Side (min.)	10' ³	10' ³	10' ³	10' ³	0'
All Other sides	----- 0' -----				
Rear	----- 15' min. -----				
Adjacent to Residential	----- 15' min. -----				
All Other rears	----- 0' -----				
Building Form Requirements					
Building Height (max.) ^{8, 9, 10}	35'	60' ^{4, 7}	60' ⁴	60' ⁴	60' ⁴
Gross FAR (max.)	0.8	2.5	3.0	2.0	No max.
Density Requirements					
Gross Density (units/acre) (max.) (Not Applicable to Mixed Use)					
Areas of the City without the Resource Protection Overlay (RPO) Maximum without the Resource Protection Overlay (RPO)	13 13¹¹	----- 29 29¹¹ -----			
Areas of the City inside of a pedestrian shed of an activity center delineated on the General Plan, with or without the RPO Maximum with the RPO, inside of a pedestrian shed of an activity center⁽¹³⁾	13 13¹¹	----- 29 29¹¹ -----			
Areas of the City with RPO, excluding areas of the City inside of a pedestrian shed of an activity center delineated on the General Plan	13 13¹¹	----- 22 22¹¹ -----			

Maximum with the RPO, outside of a pedestrian shed of an activity center ⁽¹³⁾					
Maximum Bedroom Requirements					
Bedrooms per Acre on a Development Site with Four Dwelling Units or More					
Maximum without the RPO for a development	35 ¹²	----- 72.5 ¹² -----			
Maximum with the RPO inside of a pedestrian shed of an activity center ⁽¹³⁾	35 ¹²	----- 72.5 ¹² -----			
Maximum with the RPO inside of a pedestrian shed of an activity center ⁽¹³⁾	35 ¹²	----- 55 ¹² -----			
Lot Requirements					
Area (Gross sf) (min.) ⁵	6,000	9,000	9,000	9,000	7,000
Width (min.) ⁵	50'	60'	60'	60'	50'
Depth (min.) ⁵	100'	100'	100'	100'	--
Open Space					
Developments with Two or More Dwelling Units	----- 15 percent of the net lot area -----				
Other Requirements					
Fences and Screening	See Division 10-50.50				
Landscaping	See Division 10-50.60				
Outdoor Lighting	See Division 10-50.70				
Parking	See Division 10-50.80				
Signs	See Division 10-50.100				
End Notes					
1. Front setbacks shall be equal to 15' or match adjacent residential development, whichever is less.					
2. No front setback required, except when required by the adoption of building setback lines along specified streets.					
3. Setback may be reduced to 5' min., if the landscape street buffer is reduced in accordance with Section 10-50.60.040(B), Nonresidential Zone Buffers.					
4. Conditional use permit required for structures over 60' in height.					
5. Within a planned residential development, the minimum area, width, and depth of a lot may vary based on the minimum lot standards applicable to the building types selected for application within a planned residential development (see Section 10-40.60.280, Planned Residential Development).					
6. Except that the setback from a proposed residential use in a commercial zone to other residential uses shall be 5' min.					
7. Single-family dwellings and duplexes in the CC zone shall be limited to a maximum height of 35 feet consistent with the height standard for the MR zone.					
8. Primary structures, excluding accessory structures, with a roof pitch greater than, or equal to, 6:12 shall be allowed an additional five feet above the maximum building height.					
9. The elevator and stairwell bulkheads shall be architecturally integrated with the building. Elevator and stairwells bulkheads are allowed an additional 15 feet above the maximum building height. The Director may approve a height greater than 15 feet when the additional					

height is necessary to accommodate an elevator or stairwell bulkhead, related equipment, or the requirements of the Building or Fire Code.
10. Steeples, solar collectors, towers and other unoccupied architectural features are allowed an additional height above the maximum building height equal to 20 percent multiplied by the maximum building height allowed for property's zone. The total area of the referenced allowances above the building height shall not exceed 20 percent of the total roof area.
11. Additional density may be approved with an HOHD or MHOHD Conditional Use Permit.
12. Additional bedrooms per acre may be approved with an HOHD or MHOHD Conditional Use Permit.
13. Activity centers are delineated on the General Plan or applicable Specific Plan.

Section 5. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.050 T3 Neighborhood I (T3N.1) Standards, H. Allowed Uses, as follows:

10-40.40.050 T3 Neighborhood I (T3N.1) Standards

H. Allowed Uses					
Land Use ¹	Specific Use Regulations	T3N.1	Land Use ¹	Specific Use Regulations	T3N.1
Residential			Places of Worship		P/UP ⁶
Accessory Buildings and Structures	10-40.60.020	P	Schools – Private		P
Accessory Dwelling Unit	10-40.60.040	P	Schools – Public and Charter		P ⁵
Co-Housing	10-40.60.120	P	Retail Trade		
Congregate Care Facilities		UP	Neighborhood Market ≤ 1,500 sf		UP
Dormitories and Fraternities/Sororities		UP	Services		
Dwelling: Multiple-Family		P ²	Bed and Breakfast	10-40.60.110	P
Dwelling: Single-Family		P	Cemeteries		UP
Duplex		P ²	Daycare	10-40.60.150	
Group Home		P	Home		P
Home Occupation	10-40.60.180	P	Centers		UP
High Occupancy Housing Development, Single-Family	10-40.60.175	UP	Public Services		

H. Allowed Uses					
Land Use ¹	Specific Use Regulations	T3N.1	Land Use ¹	Specific Use Regulations	T3N.1
Institutional Residential	10-40.60.190	UP	Public Services Minor		P
Rooming and Boarding Facilities		UP	Emergency Services		UP
Recreation, Education and Public Assembly			Telecommunication Facilities		
Dance or Music Studio ≤ 650 sf		P ³	Stealth Telecommunication Facilities	10-40.60.310	P
Libraries, Museums			Transportation and Infrastructure		
≤ 2,500 sf		P	Accessory Wind Energy Systems	10-40.60.040	P
> 2,500 sf		UP	Urban Agriculture		
Meeting Facilities, Public and Private	10-40.60.230	P/UP ⁴	Community Gardens	10-40.60.140	P
Outdoor Public Use, General		P			
End Notes					
<p>1. See Chapter 10-80, Definitions, for use type definitions.</p> <p>2. Permitted only if the use exists at the effective date of this code.</p> <p>3. Not allowed on the ground floor unless behind an allowed ground-floor use.</p> <p>4. UP required if liquor is sold or if facilities exceed 250 seats.</p> <p>5. Charter schools proposed in existing single-family residences shall be located on residential lots 1 acre or greater.</p> <p>6. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.</p>					
Key					
P	Permitted Use				
UP	Permitted Use				

Section 6. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.060 T3 Neighborhood 2 (T3N.2) Standards, H. Allowed Uses, as follows:

10-40.40.060 T3 Neighborhood 2 (T3N.2) Standards

H. Allowed Uses					
Land Use ¹	Specific Use Regulations	T3N.2	Land Use ¹	Specific Use Regulations	T3N.2
Residential			Services		
Accessory Buildings and Structures	10-40.60.020	P	Bed and Breakfast	10-40.60.110	P
Accessory Dwelling Unit	10-40.60.030	P	Cemeteries		UP
Co-Housing	10-40.60.120	P	Crematoriums		UP
Congregate Care Facilities		UP	Daycare	10-40.60.150	
Dormitories and Fraternities/Sororities		UP	Home Centers		P UP
Dwelling: Multiple-Family		P	Public Services		
Dwelling: Single-Family		P	Public Services Minor		P
Duplex		P	Emergency Services		UP
Group Home		P	Telecommunication Facilities		
Home Occupation	10-40.60.180	P	Stealth Telecommunication Facilities	10-40.60.310	P
High Occupancy Housing Development, Single-Family	10-40.60.175	UP			
High Occupancy Housing Development, Two-units	10-40.60.175	UP			
High Occupancy Housing Development, Three-units	10-40.60.175	UP			
High Occupancy Housing Development, Four-units and Greater	10-40.60.175	UP			
Institutional Residential	10-40.60.190	UP	Transportation and Infrastructure		
Live/Work		P	Accessory Wind Energy Systems	10-40.60.040	P
Rooming and Boarding Facilities		UP			

H. Allowed Uses					
Recreation, Education and Public Assembly Uses			Urban Agriculture		
Land Use ¹	Specific Use Regulations	T3N.2	Land Use ¹	Specific Use Regulations	T3N.2
Dance or Music Studio ≤ 650 sf		P ²	Community Gardens	10-40.60.140	P
Libraries, Museums			End Notes 1. See Chapter 10-80, Definitions, for use type definitions. 2. Not allowed on the ground floor unless behind an allowed ground-floor use. 3. UP required if liquor is sold or if facilities exceed 250 seats. 4. Charter schools proposed in existing single-family residences shall be located on residential lots 1 acre or greater. 5. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.		
≤ 2,500 sf		P			
> 2,500 sf		UP			
Meeting Facilities, Public and Private	10-40.60.230	P/UP ³			
Outdoor Public Use, General		P			
Places of Worship		P/UP ⁵			
Schools – Private		P			
Schools – Public and Charter		P ⁴			
Retail Trade					
Neighborhood Market ≤ 1,500 sf		P			
Key					
P	Permitted Use				
UP	Permitted Use				

Section 7. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.070 T4 Neighborhood 1 (T4N.1) Standards, I. Allowed Uses, as follows:

10-40.40.070 T4 Neighborhood 1 (T4N.1) Standards

I. Allowed Uses							
Residential				Services			
Land Use ¹	Specific Use Regulations	T4N.1	T4N.1-O	Land Use ¹	Specific Use Regulations	T4N.1	T4N.1-O
Accessory Buildings and Structures	10-40.60.020	P ²	P ²	ATM		-	P
Accessory Dwelling Unit	10-40.60.030	P	P	Bed and Breakfast	10-40.60.110	P	p
Co-Housing	10-40.60.120	P	P	Cemeteries		UP	UP
Congregate Care Facilities		P	P	Crematorium		-	UP
Dormitories, Fraternities/Sororities and SRO (≤15 rooms)		UP	UP	Daycare	10-40.60.150		
Dwelling: Multiple-Family		P	P	Home Centers		P	P
Dwelling: Single-Family		P	P	Funeral Homes, Chapels, Mortuaries		-	P
Duplex		P	P	General Services		-	P
Group Home		P	P	Lodging			
High Occupancy Housing Development, Single-Family	10-40.60.175	UP	UP	≤ 15 rooms		-	P
High Occupancy Housing Development, Two-units	10-40.60.175	UP	UP	Offices		-	P
High Occupancy Housing Development, Three-units	10-40.60.175	UP	UP	Public Services			
High Occupancy Housing Development, Four-units and Greater	10-40.60.175	UP	UP	Public Services Minor		P	P
				Emergency Services		UP	UP

I. Allowed Uses							
Land Use ¹	Specific Use Regulations	T4N.1	T4N.1-O	Land Use ¹	Specific Use Regulations	T4N.1	T4N.1-O
Home Occupation	10-40.60.180	P	P				
Institutional Residential	10-40.60.190	UP	UP	Veterinary Clinic		-	P
Live/Work		-	P				
Rooming and Boarding Facilities	-	UP	UP				
Recreation, Education and Public Assembly				Telecommunication Facilities			
Libraries, Museums				Stealth Telecommunication Facilities	10-40.60.310	P	P
≤ 2,500 sf		P	P	Transportation and Infrastructure			
> 2,500 sf		UP	UP	Accessory Wind Energy Systems	10-40.60.040	P	P
Meeting Facilities, Public and Private	10-40.60.230	p ³	p ³	Urban Agriculture			
Places of Worship		P/UP ⁴	P/UP ⁴	Community Gardens	10-40.60.140	P	P
Schools – Private		P	P	End Notes			
Schools – Public and Charter		P	P	<ol style="list-style-type: none"> 1. See Chapter 10-80, Definitions, for use type definitions. 2. Not allowed on the ground floor unless behind an allowed ground-floor use. 3. UP required if liquor is sold or if facilities exceed 250 seats. 4. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use. 			
Retail Trade				Key			
Bars/Taverns		-	P	P Permitted Use			
General Retail Businesses, except with any of the following features		-	P	UP Conditional Use Permit Required			
Drive-Through		-	-	- Use Not Allowed			
Floor Area ≥ 3,500 sf		-	UP				
Markets							
Neighborhood Market ≤ 2,500 sf		-	P				

I. Allowed Uses							
Land Use ¹	Specific Use Regulations	T4N.1	T4N.1-O	Land Use ¹	Specific Use Regulations	T4N.1	T4N.1-O
Micro-brewery/Micro-distillery	10-40.60.240	-	P				
Restaurant, or Cafes		-	P				

Section 8. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.070 T4 Neighborhood 2 (T4N.2) Standards, I. Allowed Uses, as follows:

10-40.40.080 T4 Neighborhood 2 (T4N.2) Standards

I. Allowed Uses							
Land Use ¹	Specific Use Regulations	T4N.2	T4N.2-O	Land Use ¹	Specific Use Regulations	T4N.2	T4N.2-O
Residential				Services			
Accessory Buildings and Structures	10-40.60.020	P ²	P ²	ATM		-	P
Accessory Dwelling Unit	10-40.60.030	P	P	Bed and Breakfast	10-40.60.110	P	p
Co-Housing	10-40.60.120	P	P	Cemeteries		UP	UP
Congregate Care Facilities		P	P	Crematorium		-	UP
Dormitories, Fraternities/Sororities and SRO (≤15 rooms)		UP	UP	Daycare	10-40.60.150		
Dwelling: Multiple-Family		P	P	Home		P	P
Dwelling: Single-Family		P	P	Centers		UP	UP
Duplex		P	P	Funeral Homes, Chapels, Mortuaries		-	P
Group Home		P	P	General Services		-	P
				Lodging		UP	UP

I. Allowed Uses							
Land Use ¹	Specific Use Regulations	T4N.2	T4N.2-O	Land Use ¹	Specific Use Regulations	T4N.2	T4N.2-O
High Occupancy Housing Development, Single-Family	10-40.60.175	UP	UP	Offices		-	P
High Occupancy Housing Development, Two-units	10-40.60.175	UP	UP	Public Services			
High Occupancy Housing Development, Three-units	10-40.60.175	UP	UP	Public Services Minor		P	P
High Occupancy Housing Development, Four-units and Greater	10-40.60.175	UP	UP	Emergency Services		UP	UP
Home Occupation	10-40.60.180	P	P	Veterinary Clinic		-	P
Institutional Residential	10-40.60.190	UP	UP				
Live/Work		-	P				
Rooming and Boarding Facilities	-	UP	UP				
Recreation, Education and Public Assembly				Telecommunication Facilities			
Libraries, Museums				Stealth Telecommunication Facilities	10-40.60.310	P	P
≤ 2,500 sf		P	P	Transportation and Infrastructure			
> 2,500 sf		UP	UP	Accessory Wind Energy Systems	10-40.60.040	P	P
Meeting Facilities, Public and Private	10-40.60.230	p ³	p ³	Urban Agriculture			
Places of Worship		P/UP ⁴	P/UP ⁴	Community Gardens	10-40.60.140	P	P
Schools – Private		P	P	End Notes			
Schools – Public and Charter		P	P	1. See Chapter 10-80, Definitions, for use type definitions.			
Retail Trade				2. Not allowed on the ground floor unless behind an allowed ground-floor use.			
Bars/Taverns		-	P				

I. Allowed Uses							
Land Use ¹	Specific Use Regulations	T4N.2	T4N.2-O	Land Use ¹	Specific Use Regulations	T4N.2	T4N.2-O
General Retail Businesses, except with any of the following features		-	P	3. UP required if liquor is sold or if facilities exceed 250 seats. 4. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.			
Drive-Through		-	-				
Floor Area ≥ 3,500 sf		-	UP				
Markets							
Neighborhood Market ≤ 2,500 sf		-	P				
Micro-brewery/Micro-distillery	10-40.60.240	-	P				
Restaurant, or Cafes		-	P				
				Key			
				P Permitted Use			
				UP Conditional Use Permit Required			
				- Use Not Allowed			

Section 9. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.090 T5 Main Street (T5) Standards, I. Allowed Uses, as follows:

10-40.40.090 T5 Main Street (T5) Standards

I. Allowed Uses							
Land Use ¹	Specific Use Regulations	T5	T5-O	Land Use ¹	Specific Use Regulations	T5	T5-O
Industrial, Manufacturing				Retail Trade			
Manufacturing and Processing, Incidental		P	P	Bars/Taverns		P	P
Residential				General Retail Businesses, except with any of the following features		P	P
Accessory Buildings and Structures	10-40.60.020	p ²	P	Drive-Through		-	-
Accessory Dwelling Unit	10-40.60.030	p ²	P	Floor Area ≥ 5,000 sf		UP	UP
				Mixed Use		P	P

I. Allowed Uses											
Land Use ¹	Specific Use Regulations	T5	T5-O	Land Use ¹	Specific Use Regulations	T5	T5-O				
Co-Housing	10-40.60.120	P ²	P	Mixed-Use High Occupancy Housing Development	10-40.60.175	UP	UP				
Congregate Care Facilities		UP ²	UP								
Dormitories, Fraternities/Sororities and SROs		UP ²	UP								
Dwelling: Multiple-Family		P ²	P								
High Occupancy Housing Development, Three-units	10-40.60.175	UP²	UP								
High Occupancy Housing Development, Four-units and Greater	10-40.60.175	UP²	UP								
Group Home		P ²	P								
Home Occupation	10-40.60.180	P	P								
Institutional Residential								ATM		-	P
Custodial Care Facilities		UP ^{2, 3}	UP					Bed and Breakfast	10-40.60.110	P	p
Nursing Homes		UP ^{2, 3}	UP	Cemeteries		UP	UP				
Homeless Shelter	10-40.60.190	UP ^{2, 3}	UP	Crematoriums		UP	UP				
Sheltered Care Home		UP ^{2, 3}	UP	Daycare	10-40.60.150						
Live/Work		P	P	Home		P	P				
Rooming and Boarding Facilities		UP	UP	Centers		UP	UP				
Recreation, Education and Public Assembly Uses				Funeral Homes, Chapels, Mortuaries		P	P				
Commercial Recreation Facility, Indoor				General Services		P	P				
≤ 5,000 sf		P	P	Lodging		P	P				
> 5,000 sf		UP	UP	Office		P ²	P				
				Public Services							
				Public Services Minor		P	P				
				Emergency Services		UP	UP				
				Veterinary Clinic		P ²	P				

I. Allowed Uses							
Land Use ¹	Specific Use Regulations	T5	T5-O	Land Use ¹	Specific Use Regulations	T5	T5-O
Libraries, Museums		P	P	Transportation and Infrastructure			
Meeting Facilities, Public and Private	10-40.60.230	p ³	p ³				
Places of Worship		P/UP ⁶	P/UP ⁶	Accessory Wind Energy Systems	10-40.60.040	P	P
Schools – Private		P	P	Garages, Off Street		p ²	p ²
Schools – Public and Charter		P	P	Parking Lots, Off Street		p ²	p ²
Theaters, Walk-in		P	P	Urban Agriculture			
Telecommunication Facilities				Community Gardens	10-40.60.140	P	P
AM Broadcasting Facilities	10-40.60.310	UP	UP	Vehicle Sales and Services			
Antenna-Supporting Structure	10-40.60.310	UP	UP	Automobile/Vehicle Sales, New and Used		P	P
Attached Telecommunication Facilities	10-40.60.310	P	P	Automobile/Vehicle Repair Garage	10-40.60.100		
Collocation Facility	10-40.60.310	P	P	Minor		p ²	p ²
FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.310	P	P	Major		UP ²	UP ²
Stealth Telecommunication Facilities	10-40.60.310	P	P				
End Notes							

1. See Chapter 10-80, Definitions, for use type definitions.
2. Not allowed on the ground floor unless behind an allowed ground-floor use.
3. Conditional use permit is required if proximity between shelter facilities is less than 1/4 mile.
4. UP required if liquor is sold or if facilities exceed 250 seats.
5. Residential uses, and residential properties listed on the National Historic Registry or within the Landmarks overlay zone, in T5 and T5-O zones existing prior to the effective date of this Zoning Code are considered legal, conforming uses.
6. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.

Key

P	Permitted Use
UP	Conditional Use Permit Required
-	Use Not Allowed

Section 10. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.100 T6 Downtown (T6) Standards, H. Allowed Uses, as follows:

10-40.40.100 T6 Downtown (T6) Standards

H. Allowed Uses					
Land Use ¹	Specific Use Regulations	T6	Land Use ¹	Specific Use Regulations	T6
Residential ⁵			Services		
Accessory Buildings and Structures	10-40.60.020	P ²	ATM		P
Accessory Dwelling Unit	10-40.60.030	P ²	Bed and Breakfast	10-40.60.110	P
Co-Housing	10-40.60.120	P ²	Cemeteries		UP
Congregate Care Facilities		UP ²	Crematorium		UP
Dormitories, Fraternities/Sororities and SROs		UP ²	Daycare	10-40.60.150	
Dwelling: Multiple-Family		P ²	Home		P
Dwelling: Multiple-Family		P ²	Centers		UP
High Occupancy Housing Development, Three-units	10-40.60.175	UP²	Dry-cleaning, Pick-up Only		P

H. Allowed Uses					
Land Use ¹	Specific Use Regulations	T6	Land Use ¹	Specific Use Regulations	T6
High Occupancy Housing Development, Four-units and Greater	10-40.60.175	UP²			
Group Home		p ²	Funeral Homes, Mortuaries		UP
Home Occupation	10-40.60.180	P	General Services		P
Homeless Shelter	10-40.60.190	UP	Hospitals		UP
Institutional Residential			Lodging		P
Custodial Care Facilities		UP ^{2,3}	Office		P
Nursing Homes		UP ²	Public Services		
Homeless Shelter		UP ^{2,3}	Public Services Minor		P
Sheltered Care Home		UP ^{2,3}	Emergency Services		UP
Live/Work		P	Transportation and Infrastructure		
Mixed Use		P	Accessory Wind Energy Systems	10-40.60.040	P
Mixed-Use High Occupancy Housing Development	10-40.60.175	UP	Garages, Off Street		p ²
Rooming and Boarding Facilities		UP	Parking Lots, Off Street		p ²
Recreation, Education and Public Assembly Uses			Passenger Transportation Facilities		P6
Commercial Recreation Facility, Indoor			Industrial, Manufacturing, Processing and Wholesaling		
≤ 5,000 sf		P	Manufacturing/Processing – Incidental		P
> 5,000 sf		UP	Manufacturing/Processing – Incidental		P
Libraries, Museums		P	Telecommunication Facilities		
Meeting Facilities, Public and Private	10-40.60.230	p ^{3,4}	AM Broadcasting Facilities	10-40.60.310	UP
Places of Worship		P/UP ⁷	Antenna-Supporting Structure	10-40.60.310	UP
Schools – Private		P			

H. Allowed Uses					
Land Use ¹	Specific Use Regulations	T6	Land Use ¹	Specific Use Regulations	T6
Schools – Public and Charter		P	Attached Telecommunication Facilities	10-40.60.310	P
Theaters, Walk-in		P	Collocation Facility	10-40.60.310	P
Retail Trade			FM/DTV/Low Wattage AM Broadcasting Facilities	10-40.60.310	P
Bars/Taverns		P	Stealth Telecommunication Facilities	10-40.60.310	P
General Retail Businesses, except with any of the following features		P	Vehicle Sales and Services		
Drive-Through		-	Automobile/Vehicles Sales, new and used		UP
Floor Area ≥ 5,000 sf		UP	Urban Agriculture		
Micro-brewery/Micro-distillery	10-40.60.240	P	Community Gardens	10-40.60.140	P
Restaurants or Cafes		P			
End Notes					
<ol style="list-style-type: none"> See Chapter 10-80, Definitions, for use type definitions. Not allowed on the ground floor unless behind an allowed ground-floor use. Conditional use permit is required if proximity between shelter facilities is less than 1/4 mile. UP required if liquor is sold or if facilities exceed 250 seats. Residential uses, and residential properties listed on the National Historic Registry or within the Landmarks overlay zone, in the T6 zone existing prior to the effective date of this Zoning Code are considered legal, conforming uses. Passenger facilities shall be on the ground floor with access to a public street or a public space. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use. 					
Key					
P	Permitted Use				
UP	Conditional Use Permit Required				
–	Use Not Allowed				

Section 11. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, to add Section 10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments, to list of sections of the Division, in numerical order, as follows:

Division 10-40.60: Specific to Uses

10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments

Section 12. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, to add Section 10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments, in numerical order, as follows:

Division 10-40.60: Specific to Uses

10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments

A. General Requirements.

1. The applicant of an HOHD or MHOHD with four dwelling units or more shall submit typical floor plans or a typical residential unit study that illustrates how the residential units of an HOHD or MHOHD could be converted to a residential unit that is no longer an HOHD or MHOHD with minimal structural or minimal plumbing modifications. The required study shall be designed and sealed by an Arizona Registrant.
2. An HOHD or MHOHD with four or more dwelling units shall be located inside of a pedestrian shed of an activity center delineated in the General Plan or applicable Specific Plan.
3. An HOHD or MHOHD with four dwelling units or more, and that has more than 29 dwelling units per acre or more than 72.5 bedrooms per acre shall have:
 - a. A minimum of 20% of the bedrooms contained in studio and/or one-bedroom dwelling units; and
 - b. A maximum of 30% of bedrooms contained in dwelling units with four bedrooms or more.
4. An HOHD or MHOHD with four dwelling units or more, and that has 29 dwelling units per acre or less or 72.5 bedrooms per acre or less shall not exceed a Bedroom-to-Dwelling Unit Ratio greater than 3.5.
5. The maximum number of bedrooms in a two-unit HOHD or MHOHD: 10.
6. The maximum number of bedrooms in a three-unit HOHD or MHOHD: 12.
7. Inside of a pedestrian shed of a Regional Activity Center, an HOHD or MHOHD in a commercial zone may contain more than 50 dwelling units per acre and/or 125 bedrooms per acre.
8. An HOHD in a Commercial Zone shall be:

- a. On a lot or parcel that is setback at least 300 feet from the centerline of a street classified as a Commercial Corridor identified on the General Plan; and
 - b. There shall be an existing primary mixed-use development or commercial use(s), excluding primary transportation and infrastructure uses, on the lot(s) or parcel(s) between the HOHD and the Commercial Corridor street.
9. An MHOHD shall comply with the mixed-use development standards of Section 10-40.60.260.
10. Prior to the final approval of a land division that creates one or more lots or parcels with a development that conforms to the definition of an HOHD or MHOHD, the property owner shall obtain approval of a Conditional Use Permit for the Development Site that will contain the HOHD or MHOHD.
11. An MHOHD shall be on a lot or parcel that:
- a. Abuts a street classified as a commercial corridor shown on the General Plan; and
 - b. Is located inside of a pedestrian shed of an activity center delineated on the General Plan or applicable Specific Plan.
- B. Building Footprint⁽¹⁾ Sizes and Separation Requirements.**
- 1. Maximum building footprint⁽¹⁾ inside a pedestrian shed of a Historic Activity Center delineated in the General Plan or applicable Specific Plan, excluding properties zoned Commercial Business (CB): Equal to, or less than, 5,000 square feet.
 - 2. Maximum building footprint⁽¹⁾ inside a pedestrian shed of a Historic Activity Center delineated in the General Plan or applicable Specific Plan, and on a property zoned Commercial Business (CB): Equal to, or less than, 22,000 square feet.
 - 3. Maximum building footprint⁽¹⁾ inside a pedestrian shed of a Regional Activity Center delineated in the General Plan or applicable Specific Plan: No Maximum.
 - 4. Maximum building footprint⁽¹⁾ inside a pedestrian shed of an activity center in all other areas not described in subsection B.1., B.2., and B.3. of this section: Equal to, or less than, 22,000 square feet.
 - 5. Excluding the Commercial Business (CB) zone, the minimum separation between the building footprints of structures on the same lot or parcel, and structures on an abutting lot or parcel, shall be separated by a distance that is the greater of 10 feet, or 1/3 the height of the taller structure.
 - 6. Where the area of a pedestrian shed of an activity center intersects with the area of a pedestrian shed of another activity center, the pedestrian shed with the more restrictive maximum building footprint requirement shall govern the intersecting area. The locations of the pedestrian sheds of the activity centers are identified in the General Plan, including any applicable Specific Plans.
- Note 1.** For the purpose of the requirements of subsection B of this section, the maximum allowable building footprint is equal to the largest floor plate of a structure, including interior courtyards, abutting and interior, or partial interior, podium and above ground parking structure(s), and structures connected with a continuous roof.

C. Waste Management Plan.

1. The property owner of an HOHD or MHOHD with four dwelling units or more shall obtain approval of a waste management plan from the City's Public Works Director, or designee, prior to the approval of the site plan.
2. Prior to the issuance of any building permit, the property owner shall incorporate into the construction documents the improvements required to comply with the approved waste management plan.
3. If a Certificate of Occupancy is not required, the property owner shall provide all necessary apparatus, equipment, and improvements within 182 days from the date of the approval of the CUP, or another date specified in the Conditions of Approval for the CUP.
 - a. The Director may approve a one-time 91-day extension, for no-more than 273 days from the date of the CUP approval, to allow the property owner to complete the improvements. The property owner shall request an extension at least 14 days prior to the date indicated in subsection C.3. of this section.
4. The HOHD or MHOHD shall be maintained in compliance with the approved Waste Management Plan.

D. Crime Free Multi-Housing Program.

1. The property owner of an HOHD or MHOHD shall maintain compliance with the Flagstaff Police Department's Crime Free Multi-Housing Program, unless exempted by the Police Department's Crime Free Multi-Housing Program representative.
2. Prior to the issuance of the Conditional Certificate of Occupancy, or Certificate of Occupancy, whichever is first, or within 63 days of the approval of the Conditional Use Permit if a Certificate of Occupancy is not required, the property owner of a HOHD or MHOHD shall enter into an agreement with the City to comply with the Flagstaff Police Department's Crime Free Multi-Housing Program.
3. The property owner, or agent, shall:
 - a. Utilize a Crime Free Lease Addendum, or an alternative approved by the Flagstaff Police Department's representative, as part of each tenant lease;
 - b. Obtain written verification as part of a tenant lease that each tenant has received and agreed to the Crime Free Lease Addendum or the approved alternative; and
 - c. Have completed the Flagstaff Police Department's Crime Free Multi-Housing Program required training within the Program's required time frames.
4. Within 182 days from the date of the agreement, the property owner, or managing agent, shall have completed the first phase requirements of the Flagstaff Police Department's Crime Free Multi-Housing Program.

5. A new Flagstaff Police Department's Crime Free Multi-Housing Program first phase training and related requirements shall be completed within 182 days from the date of a change of ownership, management company, or a site manager of an existing HOHD or MHOHD.
 6. Every two years from the date of the agreement, the property owner, or managing agent, shall complete the required training that complies with the Flagstaff Police Department's Crime Free Multi-Housing Program.
- E. Additional Conditional Use Permit Criteria. In addition to the criteria of Section 10-20.40.050.E., the Planning and Zoning Commission shall not approve a Conditional Use Permit unless:
1. For the properties subject to Division 10-30.30 Heritage Preservation, the City's Historic Preservation Officer or the Heritage Preservation Commission has made a determination that the proposed HOHD or MHOHD has no adverse effect or has appropriately mitigated its effects on the historic cultural resource .
 2. Adequate transit service is available to the Development Site containing four dwelling units or more. Adequate transit service from a Development Site to a permanent transit stop is:
 - a. Less than or equal to 1,320 feet; or
 - b. A distance greater than 1,320 feet when the Planning and Zoning Commission finds that the route to the permanent transit stop has adequate nighttime lighting and does not have a significant grade change, and the distance does not impede reasonable access to transit.

The distance between the permanent transit stop to the Development Site shall be measured following a continuously improved sidewalk and/or public paved trail.

Section 13. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, 10-40.60.260 Mixed Use, subsection D. Site Layout and Development Design Standards., to delete paragraph 2, as follows:

10-40.60.260 Mixed Use

D. Site Layout and Development Design Standards.

~~2. There is no density limitation established for residential uses in mixed use developments. Instead, applicable floor area ratio, building height, parking, landscaping, etc., standards will apply to provide a control on the bulk and mass of the development and the number of residential units permitted.~~

Section 14. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, to add 10-50.80.061 Transit Pass Parking Reduction Pilot Program, to the list of sections in numerical order, as follows:

**Division 10-50.80:
Parking Standards**

Sections:

- 10-50.80.010 Purpose
- 10-50.80.020 Applicability
- 10-50.80.030 General Parking Standards

- 10-50.80.040 Number of Motor Vehicle Parking Spaces Required
- 10-50.80.050 Bicycle Parking
- 10-50.80.060 Parking Adjustments
- 10-50.80.061 Transit Pass Parking Reduction Pilot Program**
- 10-50.80.070 Parking Alternatives
- 10-50.80.080 Parking Spaces, Parking Lot Design and Layout
- 10-50.80.090 Development and Maintenance

Section 15. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, Section 10-50.80.040 Number of Motor Vehicle Parking Spaces Required, subsection C. General to All Zones., Table 10-50.80.040.A: Number of Motor Vehicle Parking Spaces Required, as follows:

Section 10-50.80.040 Number of Motor Vehicle Parking Spaces Required

C. General to All Zones.

Table 10-50.80.040.A: Number of Motor Vehicle Parking Spaces Required

Use	Number of Required Spaces
Residential	
Market Rate (all dwelling classifications)	
Single-Family Dwelling (Attached and Detached) ¹ (Attached and Detached) ¹	2.0 spaces, plus 1 space for each additional bedroom above four bedrooms. The maximum number of required parking spaces shall not exceed 8 spaces.

**Multifamily, Dwelling Duplex¹ and Triplex
Multiple-Family Development and Duplex¹
Developments**

Unit Type

Studio per unit	1.25
1 Bedroom per unit	1.5
2 – 3 Bedrooms per unit	2.0
4 Bedrooms per unit	2.5
5+ Bedrooms per unit	2.5 3.0 spaces for the first 4 5 bedrooms plus 0.5 space for each additional bedroom
Guest Spaces for Multifamily Dwelling Duplex and Triplex (Includes spaces for boats and RVs)	0.25 per spaces for each 2+ bedroom unit with two bedrooms and greater

Affordable (All Dwelling Classifications)

Studio	1.0
1 Bedroom	1.0
2 – 3 Bedrooms	1.5
4+ Bedrooms	2.0
Guest Spaces for Multifamily Dwelling (Includes Boats and RVs)	0.25 per each 2+ bedroom unit

High Occupancy Housing Development

- | | |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. Single-Family - Attached and Detached, Duplex, and Development Sites with three units or less | 1 space per bedroom |
| b. Developments Sites with four units or more | The sum of:
1 to 75 bedrooms = 1 space per bedroom, plus
76 to 325 bedrooms = 0.90 spaces per bedroom, plus
326 to 650 bedrooms = 0.80 spaces per bedroom, plus
Greater than 650 bedrooms = 0.70 spaces per bedroom |

Rooming and Boarding Facilities

- | | |
|-----------------------------|-----------------------------------------------------------------------|
| Private Rooms | 1 per bedroom or sleeping room plus 1 for owner or manager |
| No Private Rooms | 1 per 100 gsf plus 1 for owner or manager |

Mixed-Use Developments

- | | |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mixed-Use | <ol style="list-style-type: none"> 1. 1 per 300 gsf of non-residential floor area, plus 2. One dwelling unit: 2 spaces 3. Two or more dwelling units: The spaces required for a Multiple-Family Development |
| Mixed-Use High Occupancy Housing Development | <ol style="list-style-type: none"> 1. 1 per 300 gsf of non-residential floor area, plus 2. The spaces required for a High Occupancy Housing Development |

End Notes

¹ Parking reductions allowed in Section 10-50.80.060, Parking Adjustments, shall not apply to single-family dwellings and duplexes.

Section 16. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, Section 10-50.80.050 Bicycle Parking., subsection B. Required Spaces., and add subsection C. Bicycle Parking Space Design., as follows:

10-50.80.050 Bicycle Parking

B. Required Bicycle Parking Spaces.

- ~~1. Two bicycle parking spaces, or five percent of required off-street parking spaces, whichever is greater, are required for all uses other than single-family uses.~~
- ~~2. Bicycle spaces shall be provided in accordance with the following requirements:
 - ~~a. Bicycle parking shall consist of either a lockable enclosure (locker) in which the bicycle is stored or a rack to which the bicycle can be locked;~~
 - ~~b. Lockers and racks shall be securely anchored to the pavement or a structure;~~
 - ~~c. Racks shall be designed and installed to support the bicycle upright by its frame in two places in a manner that will not cause damage to the wheels and to permit the frame and one or both wheels to be secure;~~~~

Figure 10-50.80.050A

Correctly Designed Bicycle Rack

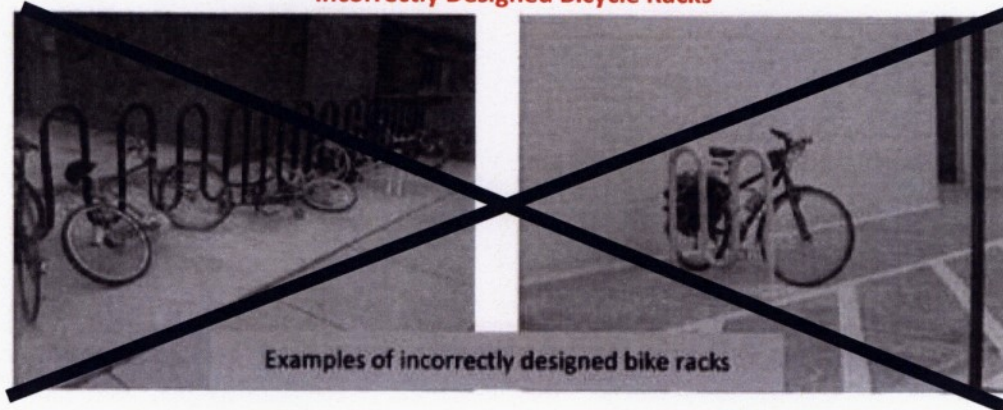


- ~~d. Areas containing bicycle spaces shall be surfaced with impervious surfaces such as concrete or pavers. Pervious pavements or gravel may be used where appropriate as determined by the Director;~~
- ~~e. When located within a parking area: curbs, fences, planter areas, bumpers, or similar barriers shall be installed and maintained for the mutual protection of bikes, motor vehicles, and pedestrians, unless determined by the Director to be unnecessary; and~~

- f. ~~Bicycle parking shall be placed in a convenient, highly visible, active, and well-lit location not more than 100 feet walking distance from the main entrance, but shall not interfere with pedestrian movements.~~

Figure 10-50.80.050B

~~Incorrectly Designed Bicycle Racks~~



- C. ~~Motor Vehicle Reduction. The Director may allow a reduction of motor vehicle parking spaces as established in Section 10-50.80.060(F).~~
- D. ~~Bicycle Parking Space Dimensions. All bicycle parking shall meet the following minimum dimensions:~~
- ~~1. Each bicycle parking space shall include a minimum area of 72 inches in length and 24 inches in width that is clear of obstructions;~~
 - ~~2. No part of the rack shall be located closer than 30 inches to a wall or other obstruction;~~
 - ~~3. The front or back of the rack shall be located no less than 48 inches from a sidewalk or pedestrian way; and~~
 - ~~4. A minimum of 30 inches shall be provided between adjoining racks.~~
1. All uses, excluding a High Occupancy Housing Development and a Mixed-Use High Occupancy Housing Development.
 - a. Minimum standard bicycle parking spaces required: The greater of two bicycle spaces, or 5% of the required vehicle parking.
 - b. Maximum standard bicycle parking spaces required: 100 bicycle spaces.
 - c. Location: Within 50 feet of the primary pedestrian entrance to the development and in accordance with the provisions of Appendix 1.4. The bicycle parking spaces shall be distributed throughout a Development Site that has multiple primary pedestrian entrances.
 - d. Exceptions. Attached and Detached Single-Family and Duplex Developments are not required to provide standard bicycle parking spaces .
 2. High Occupancy Housing Developments.
 - a. Standard bicycle parking spaces.
 - i. Minimum spaces required: Two bicycle spaces, or equal to 5% of the total number of bedrooms, whichever is greater.

- ii. **Maximum spaces required: 40 bicycle spaces.**
 - iii. **Location: Within 50 feet of the primary resident pedestrian entrance to the development and in accordance with the provisions of Appendix 1.4.**
 - b. **Secure bicycle parking spaces.**
 - i. **Minimum spaces required: Equal to 15% of the total number of bedrooms.**
 - ii. **Location: A maximum of 20 secure bicycle parking spaces may be provided outside in secure bicycle lockers. The remainder of the required secure bicycle parking spaces shall be provided in a bicycle storage room or cage within a building or parking structure.**
 - c. **Exceptions. Single-Family and duplex High Occupancy Housing Developments are not required to provide standard or secure bicycle parking spaces .**
- 3. **Mixed-Use High Occupancy Housing Developments.**
 - a. **Minimum outdoor non-residential standard bicycle parking spaces required: Two bicycle spaces, or 5% of the required non-residential vehicle parking spaces, whichever is greater.**
 - b. **Location of non-residential standard bicycle parking spaces: Within 50 feet of the primary pedestrian entrance to the non-residential development and in accordance with the provisions of Appendix 1.4. The bicycle parking spaces shall be distributed throughout a Development Site that has multiple primary pedestrian entrances.**
 - c. **Minimum residential bicycle parking spaces required: Compliance with the High Occupancy Housing Developments requirements, subsection B.2. of this section.**
- C. **Bicycle Parking Space Design.**
 - 1. **Secure Bicycle Parking Spaces.**
 - a. **All indoor required secure bicycle parking spaces provided in a building or parking structure shall be designed in accordance with the provisions of Appendix 1.4., except as allowed in subsections C.1.b. of this section.**
 - b. **Bicycle lockers shall be designed in accordance with the provisions of Appendix 1.4.**
 - 2. **Standard Bicycle Rack Design.**
 - a. **All required bicycle racks shall be designed in accordance with the provisions of Appendix 1.4.**

Section 17. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, Section 10-50.80.060 Parking Adjustments, as follows:

10-50.80.060 Parking Adjustments

- A. **Transit.** In all zones, a parking reduction of up to 10 percent may be approved by the Director for any use within ~~one-quarter of a mile~~ **1,320 feet** of a ~~bus stop~~ **permanent transit stop**, except for a **High Occupancy Housing Development (HOHD) or a Mixed-Use High Occupancy Housing Development (MHOHD)**. **The distance between the permanent transit stop to the Development Site shall be measured following a continuously improved sidewalk and/or public paved trail.**
- B. **Shared On-Site Parking.** Where two or more uses on the same site or adjacent parcels have distinct and differing peak parking usage periods (e.g., a theater and a bank), a reduction in the required number of parking spaces as determined by the Director may be allowed in the following manner:

1. The reduction in number of required parking spaces shall be based on a parking demand study. The parking demand study shall be in accordance with established professional practices.
 2. Approval shall also require a recorded covenant running with the land, recorded by the owner of the parking lot, guaranteeing that the required parking will be maintained exclusively for the uses served and remain for the duration of the use.
- C. **Parking Demand Study – Reduced Parking.** ~~Based on the completion and submittal of a parking demand study, the Director may approve a reduction in the amount of parking from that otherwise required by this division. The parking demand study shall be in accordance with established professional practices.~~
1. **The property owner shall submit a study/plan prepared in accordance with the established professional traffic and parking practices by a registrant licensed to practice in the State of Arizona. The study/plan shall document how any reductions are calculated and the assumptions utilized in the calculations.**
 2. **The Director may approve a reduction equal to, or less than, 30 percent of the total parking spaces required by this Division, except as required in subsection C.3. of this section. Any request greater than 30 percent requires the approval of the City Council.**
 3. **Any request to use a Parking Demand Study to reduce the required parking for an HOHD or MHOHD shall be approved by the City Council.**
- D. **Traffic Management Plan Parking Reduction.** The Director shall have the ability to reduce the parking requirements for office and other uses in Section 10-50.80.040, Number of Motor Vehicle Parking Spaces Required, **except for an HOHD or MHOHD.** A traffic management plan shall be submitted with an application for site plan review. A reduction may be granted if the following standards are met:
1. The amount of the reduction shall be no more than 90 percent of the proposed reduction in employee motor vehicle trips.
 2. The buildings shall have a single user/owner who can effectively exercise control over compliance with the plan.
 3. The traffic management plan shall be submitted by a registered traffic engineer and shall include data on the effectiveness of similar plans elsewhere.
 4. The traffic management plan shall contain information on the strategies, designated parking, incentives, company vehicles, staggered work hours, and information indicating the owner's ability to provide and enforce these elements over time.
 5. The Director may impose conditions that are needed to ensure the long-term compliance to the plan, including but not limited to a reserve parking area, phasing, or contributions to transit or other alternative means of transportation.
- E. **Parking Reduction for Forest Resources.** The number of parking spaces required for a new development may be reduced by no more than five percent if existing native trees such as ponderosa pine trees are located within parking areas (but not circulation areas) and these trees are required to be preserved to satisfy the requirements for forest resource protection as defined in Division 10-50.90, Resource Protection Standards, **except for an HOHD or MHOHD.** An applicant shall demonstrate to the satisfaction of the Director that by incorporating these existing native trees

within the parking area, adequate measures are taken during construction to ensure that the trees are protected from construction activity.

- F. **Bicycle Parking Reduction.** The Director may allow a reduction of one required motor vehicle parking space for each four bicycle parking spaces provided to a maximum of five percent of the required motor vehicle parking ~~spaces.~~ **spaces, except for an HOHD or MHOHD.**
- G. **Motorcycle Parking Reduction.** A reduction of one parking space for multifamily residential and nonresidential uses may be allowed by the Director if one motorcycle parking space for every 25 required motor vehicle spaces is provided, subject to the following standards:
 - 1. Each motorcycle space shall be easily accessible and have adequate space for a standard-size motorcycle, i.e., a minimum dimension of four feet by nine feet.
 - 2. Motorcycle parking areas shall be clearly identified with appropriate striping.

Section 18. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, to add Section 10-50.80.061 Transit Pass Parking Reduction Pilot Program, as follows:

Division 10-50.80: Parking Standards

10-50.80.061 Transit Pass Parking Reduction Pilot Program

- A. **The purpose of the Transit Pass Parking Reduction Pilot Program (TPPR) is to allow:**
 - 1. **Property owners the option to reduce a development's vehicle parking requirements by providing annual transit passes to tenants and employees; and**
 - 2. **The City to determine the effectiveness of the program to reduce a development's parking demand, and to determine if the tenants and employees are utilizing transit.**
- B. **Program Term.** Unless otherwise extended by a separate ordinance approved by the City Council, the TPPR shall terminate at 11:59 p.m. on December 31, 2026.
- C. **Maximum Parking Reduction.** The Director may approve up to a 20 percent reduction in the parking requirements of Section 10-50.80.040 in accordance with the minimum requirements of subsection D of this section, and the approval of a transit pass agreement specified in subsection E of this section.
 - 1. **This reduction shall not be approved on a site that utilizes any reduction specified in 10-50.80.060.**
- D. **Minimum Requirements.**
 - 1. **The TPPR is only available to HOHD and MHOHD developments.**
 - 2. **This reduction may only be approved for an HOHD or MHOHD that has a vehicle parking requirement equal to, or greater than, 100 spaces.**
 - 3. **The total residential parking requirement shall not be reduced to an amount less than 0.65 spaces per bedroom. The required parking for a development shall be calculated in accordance with Table 10-50.80.040.A. before any reduction is applied.**

4. The TPPR is only available to a Development Site within 1,320 feet of a permanent transit stop. The distance between the permanent transit stop to the Development Site shall be measured following a continuously improved sidewalk and/or public paved trail..
 5. The property owner shall make available annual transit passes to all tenants and employees of the HOHD or MHOHD. The transit pass(es) shall be provided at no cost to the tenants and employees. No tenant and employee shall be refused a transit pass.
 6. The requirement to provide the transit passes shall be perpetual, unless the property owner provides the minimum number of parking spaces required (without any TPPR parking reduction) by the Zoning Code for the Development Site, and the Transit Pass Agreement of subsection E of this section is terminated.
 7. The termination of the TPPR does not alleviate a property owner from providing the transit passes that are required for participation in the TPPR until the Transit Pass Agreement is terminated and the minimum parking spaces are provided as set forth herein.
- E. Transit Pass Agreement.
1. The Director may enter into a Transit Pass Agreement with the property owner to allow a reduction in the required number of residential parking spaces in accordance with the provisions of this section. The agreement shall be in a form satisfactory to the City Attorney, or designee.
 2. The agreement shall be perpetual unless terminated in accordance with the provisions of this section and the agreement.
 3. The agreement shall include, but is not limited to:
 - a. The type of transit passes to be provided;
 - b. Notification requirements to tenants and employees of the availability of transit passes to them at no cost;
 - c. A requirement to obtain, maintain, and provide the City with the following information:
 - i. The number and types of transit passes requested and provided;
 - ii. Utilization frequency reports from the transit provider;
 - iii. Documentation of the annual transit pass proof of purchase;
 - iv. Bedroom occupancy rates; and
 - v. The number of tenant vehicles stored onsite and offsite within the city of Flagstaff.
 - d. An agreement to assist the City of Flagstaff employee(s) and/or City contractor(s) in the collection of vehicle and/or transit usage data, and other City studies to determine the effectiveness of the TPPR;
 - e. Reasonable access for City of Flagstaff employee(s) and/or City contractor(s) to study and count onsite parking utilization rates upon delivery of a written notice;
 - f. Annual reporting requirements;
 - g. Violations and remedies; and
 - h. Any other provision necessary as determined by the City Attorney, Director, or designee to document the requirements and enforcement of this section and the agreement.

4. The agreement shall be approved by the Director and property owner prior to the issuance of any building permit for the Development Site.
5. The City shall record the approved Transit Pass Agreement against the real property of the Development Site. Recordation fees shall be paid by the property owner prior to the issuance of any building permit for the Development Site.

Section 19. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, 10-50.80.080 Parking Spaces, Parking Lot Design and Layout, subsection K, as follows:

10-50.80.080 Parking Spaces, Parking Lot Design and Layout

K. Tandem Parking. ~~Tandem parking is permitted in all zones for single family residences, accessory dwelling units, and duplexes as follows:~~

1. Tandem parking is allowed in all:
 - a. Zones for single-family attached and detached dwelling units, and accessory dwelling units; and
 - b. Non-Transect Residential Zones for duplex developments.
- ~~1.2.~~ Both tandem parking spaces satisfy the parking requirement of ~~one one-dwelling unit.- residential unit; and~~
- ~~2. 3.~~ Neither of the tandem parking spaces shall be for required accessible parking spaces.

Section 20. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.080 Bungalow Court, subsection F, as follows:

10-50.110.080 Bungalow Court

F. Vehicle Access and Parking

Parking spaces may be enclosed, covered or open.

Spaces may be individually accessible by the units and/or via a common parking area located at the rear or side of the lot.

~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~

Section 21. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.090 Duplex, Side-by-Side, subsection F, as follows:

10-50.110.090 Duplex, Side-by-Side

F. Vehicle Access and Parking

Parking spaces may be enclosed, covered or open.

~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~

Section 22. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.100 Duplex Stacked, subsection F, as follows:

10-50.110.100 Duplex, Stacked

F. Vehicle Access and Parking

Parking spaces may be enclosed, covered or open.

~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~

Section 23. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.110 Duplex, Front-and-Back, subsection F, as follows:

10-50.110.110 Duplex, Front-and-Back

F. Vehicle Access and Parking

Parking spaces may be enclosed, covered or open.

~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~

Section 24. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.120 Stacked Triplex, subsection F, as follows:

10-50.110.120 Stacked Triplex

F. Vehicle Access and Parking

Where an alley is present, parking and services shall be accessed from the alley.

Parking spaces may be enclosed, covered or open.

~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~

Section 25. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.080 Definitions, "H", to add the term "High Occupancy Housing Development (HOHD)" and related terms, as follows:

Section 10-80.20.080 Definitions, "H"

High Occupancy Housing Development (HOHD): Means any of following: High Occupancy Housing Development, Single-Family; High Occupancy Housing Development, Two-units; High Occupancy Housing Development, Three-units; and High Occupancy Housing Development, Four-units and Greater (see definitions below). HOUSING DEVELOPMENT, EITHER FOR RENTAL OR PURCHASE, IN WHICH ALL DWELLING UNITS ARE PERMANENTLY AFFORDABLE AND OFFERED AT 60 PERCENT OF THE AREA MEDIAN INCOME (AMI) IN COMPLIANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGULATIONS SHALL NOT BE CATEGORIZED AS HIGH OCCUPANCY HOUSING DEVELOPMENT, REGARDLESS OF THE NUMBER UNITS, BEDROOMS, OR ZONING.

High Occupancy Housing Development, Single-Family: A single-family attached or detached dwelling unit with:

- a. Seven or more bedrooms; or
- b. Five or more sanitation facilities.

High Occupancy Housing Development, Two-units: A lot or parcel containing two dwelling units, excluding an Accessory Dwelling Unit, with:

- a. More than a total of seven bedrooms; or
- b. One or more dwelling unit(s) containing four or more sanitation facilities.

High Occupancy Housing Development, Three-units: A lot or parcel containing three dwelling units with:

- a. **More than a total of nine bedrooms; or**
- b. **One or more dwelling unit(s) containing four or more sanitation facilities.**

High Occupancy Housing Development, Four-units and Greater: A Development Site containing four or more dwelling units where:

- a. **More than 20 percent of the total dwelling units have four bedrooms or more;**
- b. **One or more of the dwelling unit(s) containing four or more sanitation facilities; or**
- c. **The total number of dwelling units per acre, or bedrooms per acre, requires a Conditional Use Permit for an HOHD in accordance with the building form and property development standards of the property’s designated Non-Transect Zone; or, if the property owner has elected a Transect Zone, the density is greater than 29 dwelling units per acre or 72.5 bedrooms per acre.**

Section 26. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.130 Definitions, “M”, to add the term “Mixed-Use High Occupancy Housing Development (MHOHD)”, as follows:

10-80.20.130 Definitions, “M”

Mixed-Use High Occupancy Housing Development (MHOHD):

- 1. **A mixed-use development with:**
 - a. **More than 20 percent of the total dwelling units have four bedrooms or more;**
 - b. **One or more dwelling unit(s) containing four or more sanitation facilities; or**
 - c. **The total number of dwelling units per acre, or bedrooms per acre, requires a Conditional Use Permit for an MHOHD in accordance with the building form and property development standards of the property’s designated Non-Transect Zone; or, if the property owner has elected a Transect Zone, the density is greater than 29 dwelling units per acre or 72.5 bedrooms per acre.**
- 2. **MIXED-USE HOUSING DEVELOPMENT, EITHER FOR RENTAL OR PURCHASE, IN WHICH ALL DWELLING UNITS ARE PERMANENTLY AFFORDABLE AND OFFERED AT 60 PERCENT OF THE AREA MEDIAN INCOME (AMI) IN COMPLIANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGULATIONS SHALL NOT BE CATEGORIZED AS HIGH OCCUPANCY HOUSING DEVELOPMENT, REGARDLESS OF THE NUMBER OF UNITS, BEDROOMS, OR ZONING.**

Section 27. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.180 Definitions, “R”, to add the terms “Ratio, Bedroom-to-Dwelling Unit,” and “Ratio, Bedroom-to-Sanitation Facility” as follows:

Section 10-80.20.180 Definitions, “R”

Ratio, Bedroom-to-Dwelling Unit: The total number of bedrooms divided by the total number of dwelling units.

Examples: An HOHD has a total number of 1160 bedrooms and 350 dwelling units. The Bedroom-to-Dwelling Unit Ratio is:

$$\frac{1160 \text{ bedrooms}}{350 \text{ dwelling units}} = 3.31$$

Section 28. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.190 Definitions, "S", to modify the term "Sanitation Facilities," as follows:

Section 10-80.20.190 Definitions, "S"

Sanitation **Facilities Facility**: A delineated area for bathing **bathroom** that contains **any combination of, or individually,** a toilet, **shower,** sink, and a shower or, tub **or related bathing and sanitation fixtures.** The fixtures (toilet, sink, and a shower or tub) may be located in a room or in close proximity that functions as a Sanitation Facility as determined by the Zoning Administrator.

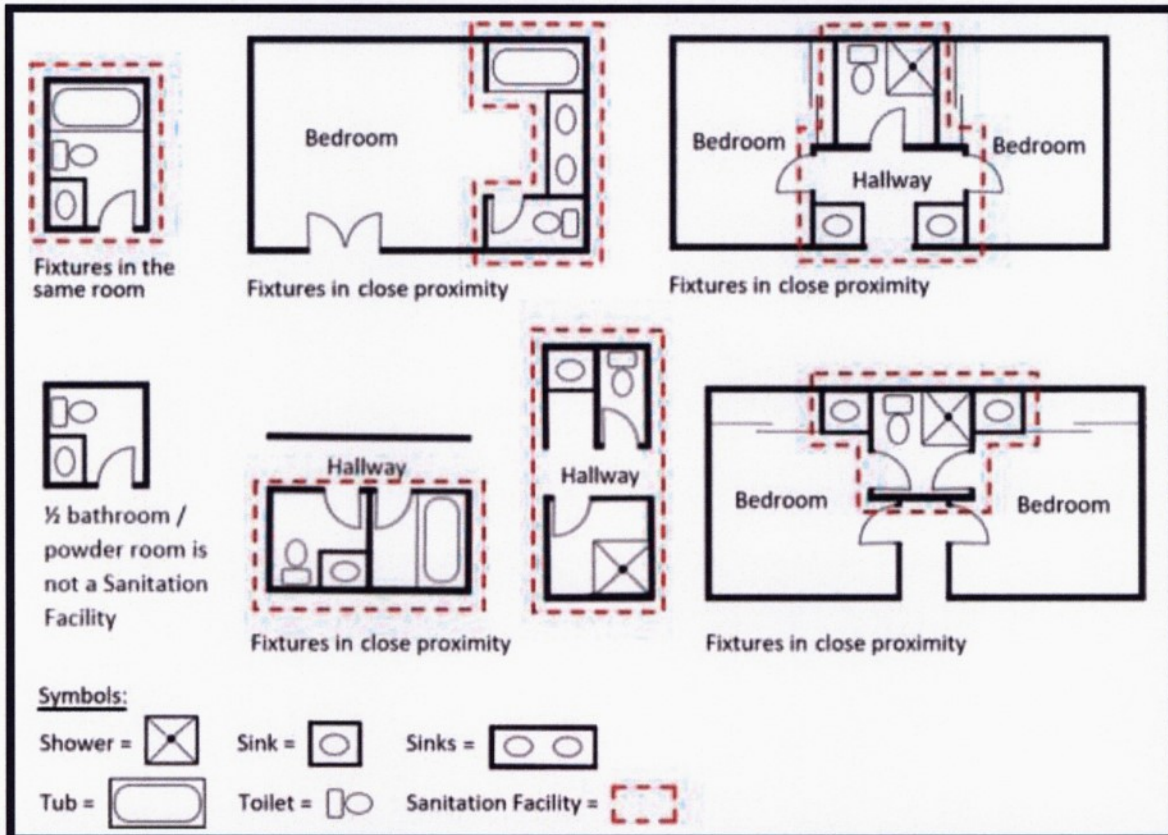


Figure 10-80.20.190 Sanitation Facility Examples

Section 29. Amend Title 10 FLAGSTAFF ZONING CODE, APPENDICES to add Appendix 1.4 Bicycle Parking Space Design Requirements, to the list, as follows:

APPENDICES

Appendix 1.1	Design Guidelines
Appendix 1.2	Additional Information on Smart Growth and Traditional Neighborhood Developments
Appendix 1.3	Sustainability Guidelines
Appendix 1.4	Bicycle Parking Space Design Requirements
Appendix 2	Planning Fee Schedule
Appendix 3	City of Flagstaff Landscape Plant List
Appendix 4	Outdoor Lighting Reference Material
Appendix 5	Additional Information Applicable to Division 10-50.90, Resource Protection Standards
Appendix 6	Additional Information on Affordable Housing
Appendix 7	List of Major Arterial Streets

Section 30. Amend Title 10 FLAGSTAFF ZONING CODE, APPENDICES, to add Appendix 1.4 Bicycle Space Design Requirements, as follows:

APPENDICES

Appendix 1.4 Bicycle Space Design Requirements

1.4.010 Purpose

A. It is the purpose of this Appendix to establish the minimum acceptable standards for bicycle parking spaces that are required by the Zoning Code.

1.4.020 Applicability

A. Requirements of this Appendix shall apply to all bicycle parking spaces provided on a Development Site within the Flagstaff city limits.

1.4.030 Standard Bicycle Rack Design Requirements

A. Rack Design.

1. Each rack shall be provided in accordance with one of the designs indicated in Figure 1.4.030.A., unless an alternative design is allowed in accordance with subsection C of this section.

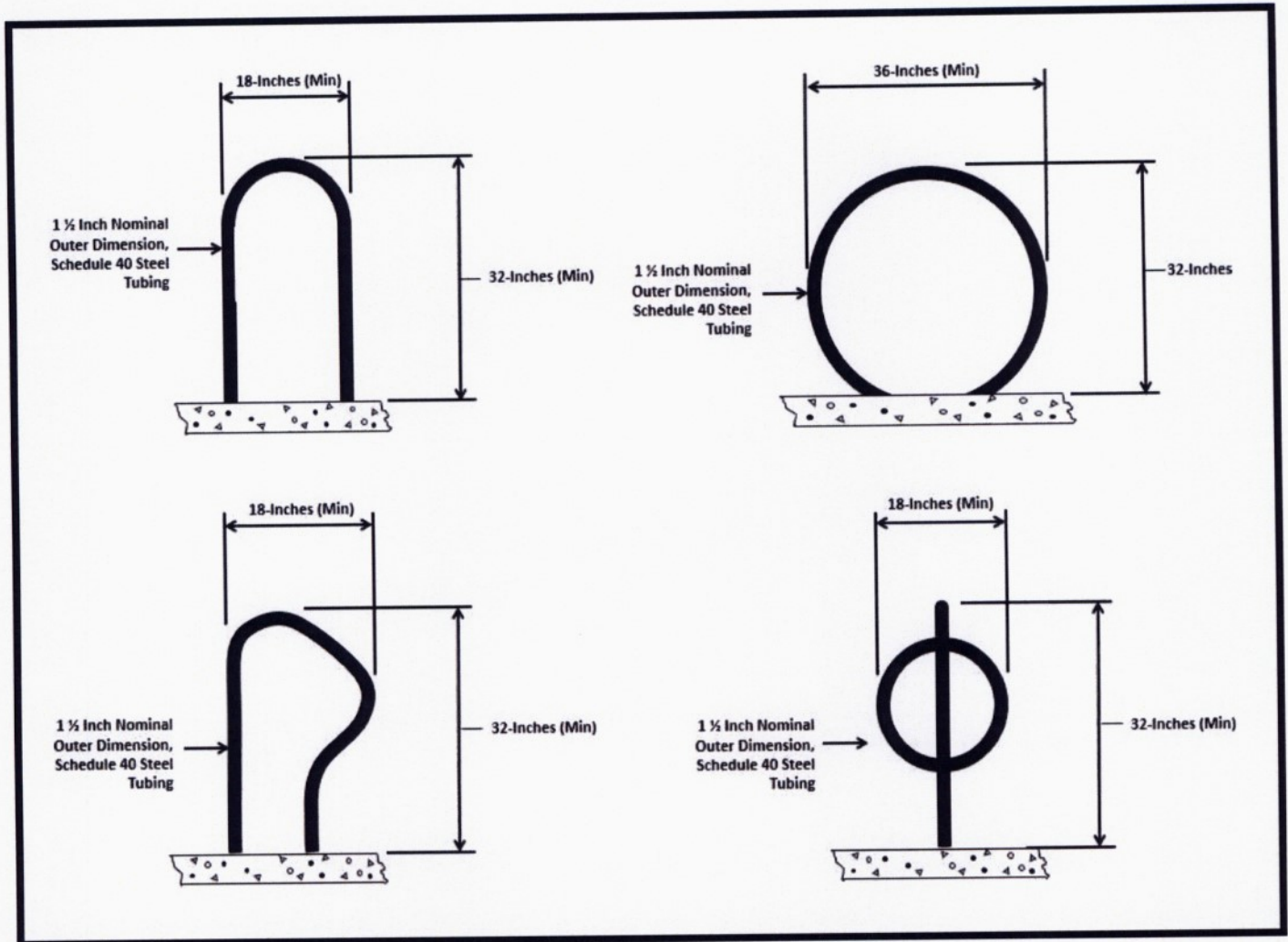


Figure 1.4.030.A. Rack Designs

B. Rack Placement.

1. The bicycle rack(s) shall be:

- a. Placed in an area that complies with the location provisions of Section 10-50.80.050.B., is highly visible, well-illuminated, has frequent pedestrian activity, and is in accordance with Figure 1.4.030.B.1.;and
- b. Securely mounted with a tamper-proof mounting technique to an impervious concrete, paver, or asphalt surface, unless an alternative surface is approved by the Director.

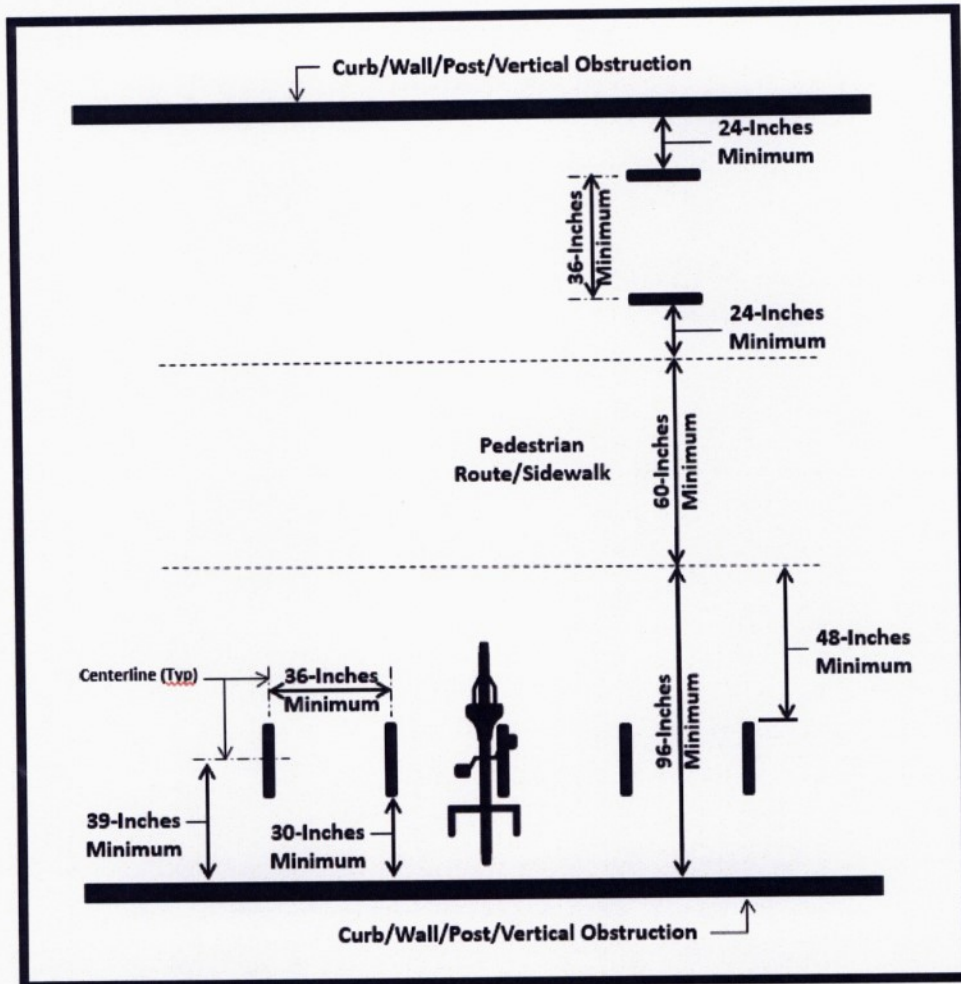


Figure 1.4.030.B.1. Bicycle Rack Placement

2. The placement of a bicycle rack shall not interfere with pedestrian movements.
 3. Any bicycle rack(s) located within a parking area shall be within a barrier consisting of bollards, curbs, curb-bumpers, fences, planting areas, or a similar barrier approved by the Director.
- C. Alternative Bicycle Rack Designs. The Director may approve an alternative rack design that complies with the following requirements:
1. The rack shall allow the bicycle frame and one or both wheels to be secured with a standard U-lock;
 2. The rack shall be designed to support a bicycle frame in two places in a manner that does not cause damage to the wheels or allow the bicycle to tip over;
 3. The rack shall be constructed of a material of sufficient strength that resists cutting, rust, bending, and deformation (Schedule 40 metal pipe is the minimum standard); and
 4. The rack is not a design similar to types indicated in Figure 1.4.030.C.4.

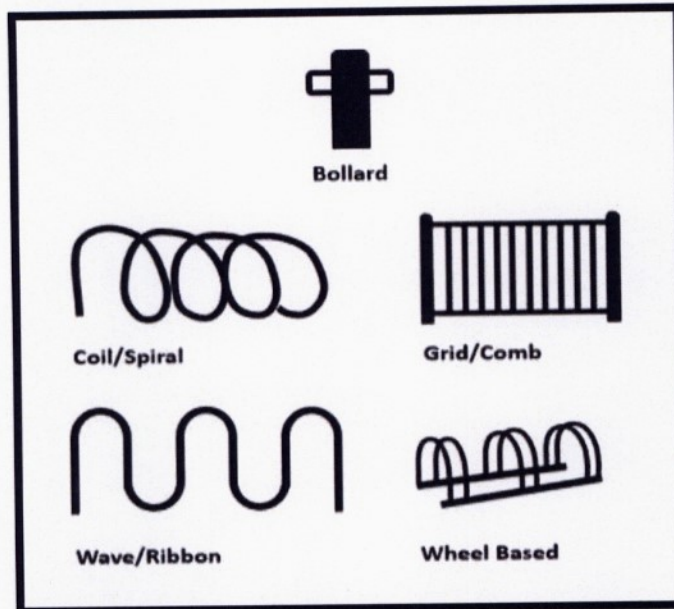


Figure 1.4.030.C.4. Unacceptable Bicycle Rack Designs

1.4.040 Standards for Indoor Secure Bicycle Parking Spaces

A. Secure Bicycle Parking Space Design.

1. The required secure bicycle parking spaces shall be in separate room(s) or cage(s) (the "Facilities") designed for bicycle storage within a building or parking structure.
2. The Facilities shall be:
 - a. On the ground level, or another level that has elevator access, provided that the elevator has an interior width or depth of at least six feet;
 - b. Accessed through a door or gate that utilizes an electronic keypad and code, security pass card, or a similar electronic system approved by the Director;
 - c. In a location that is illuminated in accordance with the Illuminating Engineering Society (IES) of North America (IESNA) standards for security;
 - d. Limited to the storage of bicycles; and
 - e. Include bicycle racks or lockers.
3. The bicycle rack(s) shall:
 - a. Conform with Section 1.4.030.A., unless an alternative design is allowed in accordance with Section 1.4.030.C.;
 - b. Be securely mounted with a tamper-proof mounting technique to an impervious concrete, paver, or asphalt surface; and
 - c. Be placed in accordance with Figure 1.4.040.A.3.c., unless an alternative configuration is approved by the Director.

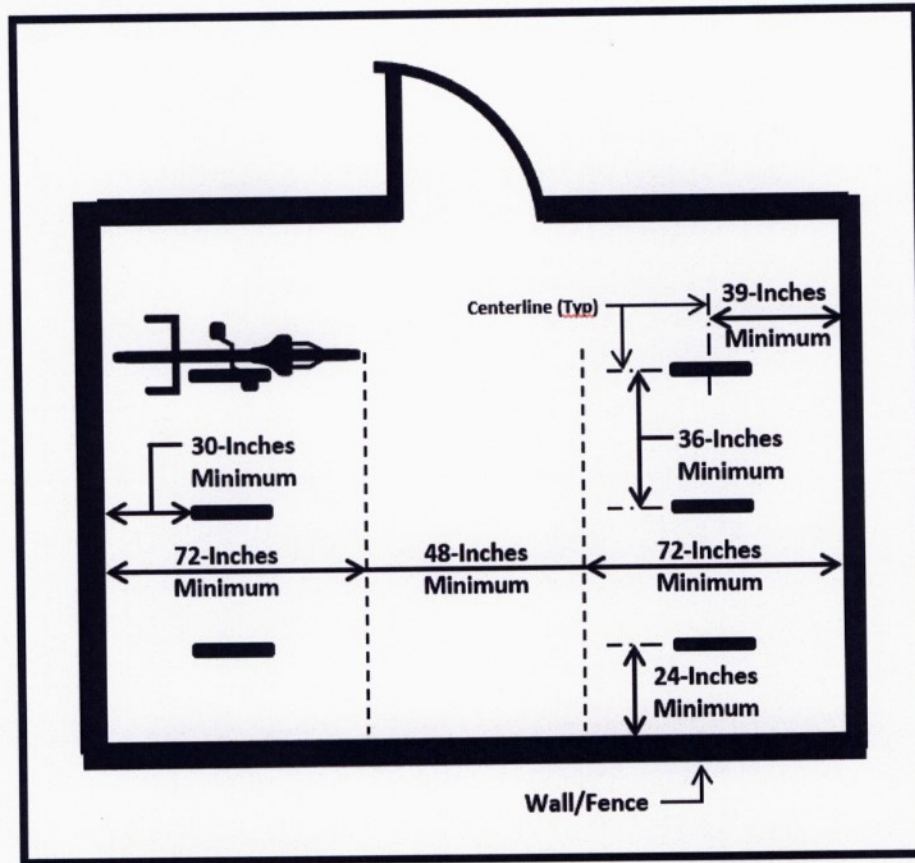


Figure 1.4.040.A.3.c. Bicycle Storage Room/Cage

1.4.050 Standards for Bicycle Lockers

A. Bicycle Locker Design and Location Requirements.

1. The lockers shall be constructed of metal. If windows are provided in the locker, the windows shall be constructed with unbreakable material. Plastic lockers are prohibited.
2. The lockers shall utilize an integral mechanical or digital ("smart") locking mechanism. Lockers that use hasp or mechanisms that allow the use of user locks is prohibited.
3. Stacked lockers shall have a wheel track to guide the bicycle into the locker.
4. Lockers located within a parking area shall be within a barrier consisting of bollards, curbs, curb-bumpers, fences, planting areas, or similar barriers approved by the Director.
5. Lockers placed outdoors shall be within 50 feet of a primary resident entry to a building. The locker(s) shall not be placed between a building and a street.
6. The lockers shall be in a location that is illuminated in accordance with the Illuminating Engineering Society (IES) of North America (IESNA) standards for security.
7. Lockers placed in a building or parking structure shall be on the ground level, or another level that has elevator access, provided that the elevator has an interior width or depth of at least six feet.
8. The placement of a locker shall not interfere with pedestrian movements.

9. The size and placement of the lockers shall conform with Figure 1.4.050.A.9., unless an alternative configuration is approved by the Director.

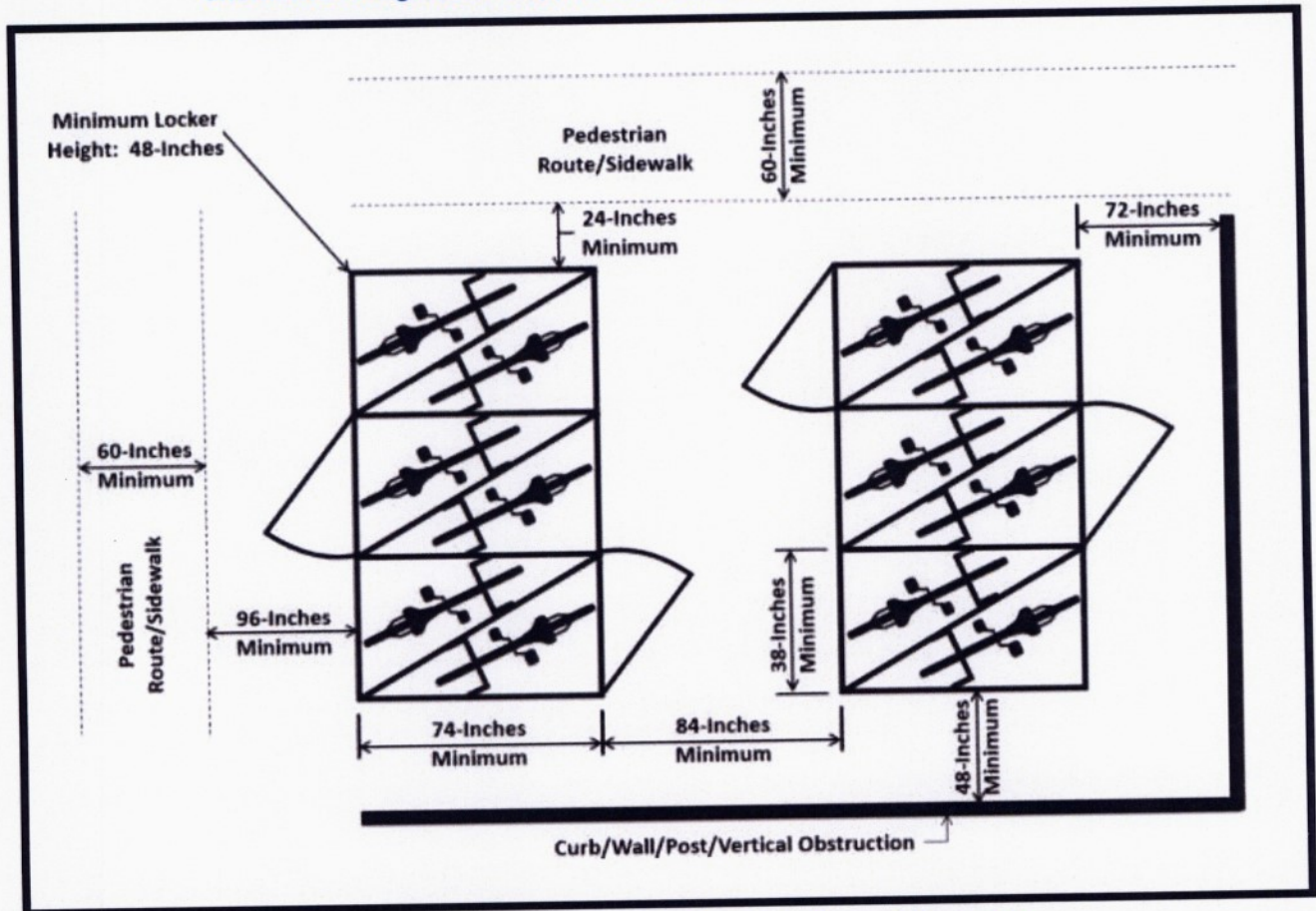


Figure 1.4.050.A.9. Bicycle Locker Size and Placement

Prop 207 Claims

Binding Waivers of Enforcement

Christina Rubalcava
Senior Assistant City Attorney





Background

Ordinance 2020-28

- On November 17, 2020, the Flagstaff City Council adopted Ordinance 2020-28, which made various amendments to the Flagstaff Zoning Code.
- The amendments made certain changes regulating High Occupancy Housing (“HOH”), including:
 - Requiring a Conditional Use Permit for HOH
 - Restricting HOH of 4 units or more to the pedestrian shed of an activity center
 - Adding parking, bedroom/bathroom, and other HOH regulations



Background

Prop 207 Claims

- During February through April 2022, the City received Prop 207 claims on behalf of 29 parcels of land.
- The owners claim that, as the result of the November 2020 code amendments, their properties lost a collective \$21 million dollars.



Overview of Prop 207

- A.R.S. § 12-1134 (also known as Prop 207) provides that if “the existing rights to use, divide, sell or possess private real property are reduced by the enactment or applicability of any land use law enacted after the date the property is transferred to the owner and such action reduces the fair market value of the property the owner is entitled to just compensation from this state or the political subdivision of this state that enacted the land use law.”
- The landowner must make a written demand for a specific amount of just compensation.
- The city has 90 days to pay, amend the law, or permanently waive enforcement of the new land use law on the landowner’s parcel.



Overview of Prop 207

- If the city does not act, the landowner may file a claim for just compensation in superior court within three years of the date the land use law took effect.
- Just compensation for diminution in value is the reduction in fair market value for the property resulting from the land use law.
- Fair market value is the most likely price which the land would bring if exposed for sale in the open market by a purchaser who buys with knowledge of all the uses and purposes to which it is adapted and for which it is capable.



Binding Waiver of Enforcement

- If approved by Council, the City will agree and declare that the HOH Zoning Code amendments will not be enforced nor applicable to the entirety, or any portion of, the 29 properties identified in Binding Waiver of Enforcement, attached to the staff summary as Exhibit A to the Resolution.



Questions?



Any questions?

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Bryce Doty, Real Estate Manager
Co-Submitter: Barney Helmick
Date: 04/27/2022
Meeting Date: 05/03/2022



TITLE:

Consideration and Approval of Lease Amendments: Flagstaff Airport Rental Car Concessions, IFB 2011-09A: Amendment to leases with Avis Budget Car Rental LLC, Alamo Rental Car/National Car Rental, The Hertz Corporation, and Enterprise Rent-A-Car companies. (Amendment to current leases with car companies for a one-year extension)

STAFF RECOMMENDED ACTION:

1. Approve the amendments to the current leases agreement for a lease renewal for one (1) year between the City of Flagstaff and Avis Budget Car Rental LLC, Alamo Rental Car/National Car Rental, The Hertz Corporation, and Enterprise Rent-A-Car Companies.
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

Invitation for Bids ("IFB") for Rental Car Concession was held in November 2010. The leases originating from the IFB have been amended and extended until May 31, 2022. The subject amendments extend the leases by an additional year, expiring May 31, 2023. This additional one-year extension will provide City staff sufficient time to issue a new invitation for bids for rental car concession at the airport.

All proposed lease amendments will be attached prior to the May 3, 2022 FINAL Council Agenda

Financial Impact:

The Airport will continue to receive revenue from the existing leases of at least \$452,610 per year. Failure to extend the leases will result in a loss of car rental operations at the airport and the resulting revenue to the City until a new solicitation for car rental concessions can be issued.

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

Transportation and Other Public Infrastructure: provide Airport infrastructure to enhance tenant and patron experience and secure second airline.

Has There Been Previous Council Decision on This:

Council approved the original lease agreements on January 18, 2011. Amendment One to the lease agreements was approved by Council on March 4th, 2014. Amendment Two to the lease agreements was approved by Council on April 18th, 2017, and extended the lease term for five years to May 31, 2022. Amendment Three to the lease agreements was approved by Council on June 2nd, 2020. Amendment Four to the lease agreements was approved by Council on September 22, 2020. The latter two amendments related to rent abatements as a result of the Covid-19 pandemic.

Background/History:

An Invitation for Bids for Rental Car Concession was held in November 2010, with Council approval on January 18, 2011. The terms of the lease agreement(s) were for an initial three (3) year term with two (2) additional one (1) year extensions subject to approval by the City Council and Lessee. In 2014, the leases were amended to remove the two (2) additional one (1) year extensions and replace them with a three (3) year extension. In 2017, the leases were amended again with an additional one (1) five (5) year extension, expiring May 31, 2022.

Key Considerations:

The extension of the Leases for one (1) additional year will:

- Assure car rental services for the public.
- Assure continued revenue that will grow with increased passenger service at the airport.
- Allow City staff to issue a new car rental concession invitation to bid

Attachments: [Avis Budget Lease Amendment](#)
 [Hertz Lease Amendment](#)
 [Enterprise Lease Amendment](#)
 [Alamo / National Lease Amendment](#)

AMENDMENT NO. V

This Amendment No. V is entered into by and between the City of Flagstaff, a political subdivision of the State of Arizona, (hereafter referred to as the "Lessor") and Avis Budget Car Rental, LLC, an Arizona limited liability company, (hereafter referred to as the "Lessee"), and amends the Rental Car Concession/Lease Agreement dated February 1, 2011, as previously amended by Amendment No. 1 dated April 18, 2014, Amendment No. 2 dated May 30, 2017, Amendment No. 3 dated June 2, 2020, and Amendment No. 4 dated November 3, 2020 (hereafter referred to as the "Lease").

For valid consideration, the receipt of which is hereby acknowledged, the parties hereby amend the Lease as follows:

1. Article III, Section B is deleted in its entirety and replaced with the following:

THE LEASE SHALL BE RENEWED FOR AN ADDITIONAL TERM, EFFECTIVE FOR SIX (6) YEARS FROM THE 1ST DAY OF JUNE, 2017 TO THE 31ST DAY OF MAY, 2023.

2. All other terms and conditions of the Lease shall remain in full force and effect.

In witness whereof, the Parties hereto have executed this Amendment No. V as of the last signature date below.

LESSOR:
City of Flagstaff

LESSEE:
Avis Budget Car Rental, LLC

Greg Clifton, City Manager

Authorized Representative

Dated: _____

Dated: _____

Attest:

City Clerk

Approved as to form:

City Attorney

AMENDMENT NO. V

This Amendment No. V is entered into by and between the City of Flagstaff, a political subdivision of the State of Arizona, (hereafter referred to as the "Lessor") and The Hertz Corporation, a Delaware corporation, (hereafter referred to as the "Lessee"), and amends the Rental Car Concession/Lease Agreement dated February 1, 2011, as previously amended by Amendment No. 1 dated April 18, 2014, Amendment No. 2 dated May 30, 2017, Amendment No. 3 dated June 2, 2020, and Amendment No. 4 dated November 3, 2020 (hereafter referred to as the "Lease").

For valid consideration, the receipt of which is hereby acknowledged, the parties hereby amend the Lease as follows:

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2. All other terms and conditions of the Lease shall remain in full force and effect.

In witness whereof, the Parties hereto have executed this Amendment No. V as of the last signature date below.

LESSOR:
City of Flagstaff

LESSEE:
The Hertz Corporation

Greg Clifton, City Manager

Stephen A. Blum, Senior Vice President

Dated: _____

Dated: _____

Attest:

City Clerk

Approved as to form:

City Attorney

AMENDMENT NO. V

This Amendment No. V is entered into by and between the City of Flagstaff, a political subdivision of the State of Arizona, (hereafter referred to as the "Lessor") and Enterprise Leasing Company of Phoenix, LLC d/b/a Enterprise Rent-A-Car, a Delaware limited liability company, (hereafter referred to as the "Lessee"), and amends the Rental Car Concession/Lease Agreement dated February 1, 2011, as previously amended by Amendment No. 1 dated April 18, 2014, Amendment No. 2 dated May 30, 2017, Amendment No. 3 dated June 2, 2020, and Amendment No. 4 dated November 3, 2020 (hereafter referred to as the "Lease").

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2. All other terms and conditions of the Lease shall remain in full force and effect.

In witness whereof, the Parties hereto have executed this Amendment No. V as of the last signature date below.

LESSOR:
City of Flagstaff

LESSEE:
Enterprise Leasing Company of Phoenix,
LLC d/b/a Enterprise Rent-A-Car

Greg Clifton, City Manager

Kevin Cooper, Vice President/General Manager

Dated: _____

Dated: _____

Attest:

City Clerk

Approved as to form:

City Attorney

AMENDMENT NO. V

This Amendment No. V is entered into by and between the City of Flagstaff, a political subdivision of the State of Arizona, (hereafter referred to as the "Lessor") and Enterprise Leasing Company of Phoenix, LLC d/b/a Alamo Rent a Car and National Car Rental, a Delaware limited liability company, (hereafter referred to as the "Lessee"), and amends the Rental Car Concession/Lease Agreement dated February 1, 2011, as previously amended by Amendment No. 1 dated April 18, 2014, Amendment No. 2 dated May 30, 2017, Amendment No. 3 dated June 2, 2020, and Amendment No. 4 dated November 3, 2020 (hereafter referred to as the "Lease").

For valid consideration, the receipt of which is hereby acknowledged, the parties hereby amend the Lease as follows:

1. Article III, Section B is deleted in its entirety and replaced with the following:

THE LEASE SHALL BE RENEWED FOR AN ADDITIONAL TERM, EFFECTIVE FOR SIX (6) YEARS FROM THE 1ST DAY OF JUNE, 2017 TO THE 31ST DAY OF MAY, 2023.

2. All other terms and conditions of the Lease shall remain in full force and effect.

In witness whereof, the Parties hereto have executed this Amendment No. V as of the last signature date below.

LESSOR:
City of Flagstaff

LESSEE:
**Enterprise Leasing Company
of Phoenix, LLC d/b/a Alamo Rent a Car
and National Car Rental**

Greg Clifton, City Manager

Kevin Cooper, Vice President/General Manager

Dated: _____

Dated: _____

Attest:

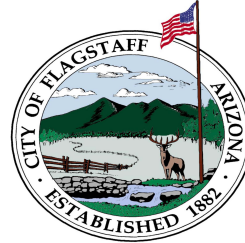
City Clerk

Approved as to form:

City Attorney

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 04/27/2022
Meeting Date: 05/03/2022



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. Three 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 3rd day of May, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Nicole Antonopoulos, Sustainability Director
Date: 04/27/2022
Meeting Date: 05/03/2022



TITLE:

Proposed Framework for Residential Solar and Electric Bike Rebates

DESIRED OUTCOME:

This is an informational discussion only.

EXECUTIVE SUMMARY:

At the request of City Council staff have developed a proposed framework for residential solar and electric bike rebates

INFORMATION:

The proposed solar rebate program would build on prior momentum by providing financial incentives for solar panel installation and energy production. The program framework:

- Proposes three scenarios (A, B, C) for a Residential program
- Assumes a \$50,000 incentive budget for the program
- Features an equity component to assist low-income community members

The proposed e-bike rebate program would build on growing momentum by providing financial incentives for locally purchased electric bicycles with an equity component for low-income customers. It also includes a rebate for electric bike conversions.

Attachments: [Framework for Solar and Electric Bike Rebate](#)
 [Proposed Residential Solar Rebate](#)
 [Proposed Electric Bike Rebate](#)

Proposal for Residential Solar and Electric Bike Rebates

April 12, 2022



Agenda

- 1. Residential Solar Rebate**
- 2. Electric Bike Rebate**
- 3. Discussion and direction**





Residential Solar and Electric Bike Rebate Framework

The Carbon Neutrality Plan commits to identifying equitable solutions for mitigating and adapting to local climate change threats and reaching carbon neutrality by 2030

Proposed rebates supports the Carbon Neutrality Plan (CNP) in two target areas:

- Clean Energy
- Decreased Dependence on Cars



Residential Solar Rebate – Why?

- Previous initiatives like Solar United Neighbors Northern Arizona Solar Co-op have demonstrated community interests
 - Over 200 households in Flagstaff, Sedona, and surrounding communities joined to explore affordable solar options
 - 83 are installing a total of 641 kW with the group's selected installer, Rooftop Solar
- The proposed structure builds on prior momentum by providing financial incentives for solar installation and energy production
- Staff and Solar Untied Neighbors will launch another co-op, coupled with rebates could further reach



Residential Solar Rebate Framework

- Three scenarios (A, B, C) that vary by
 - Dollars-per-kilowatt rebate (research shows this varies by state from \$100–650/kW)
 - Solar system equipment credit
 - Dollar amount or percentage of solar panel system cost paid to homeowner in the form of a rebate or state tax deduction
- Features an equity component to assist low-income community members
 - Income-based flat rebate to assist with solar system installation costs
 - Research suggests installation cost is the biggest barrier to middle- and low-income families when considering going solar
- Assumes a \$50,000 budget



Scenario A: Moderate Incentive

All low-income customers		No low-income customers	
\$250/kW maximum	\$1,000	\$250/kW maximum	\$1,000
Income-based flat rebate	\$3,500	Income-based flat rebate	\$0
Maximum rebate/household	\$4,500	Maximum rebate/household	\$1,000
Total incentive budget	\$50,000	Total incentive budget	\$50,000
Total households	11.11	Total households	50



Scenario B: Aggressive Incentive

All low-income customers		No low-income customers	
\$450/kW maximum	\$3,000	\$450/kW maximum	\$3,000
Income-based flat rebate	\$3,500	Income-based flat rebate	\$0
Maximum rebate/household	\$6,500	Maximum rebate/household	\$3,000
Total incentive budget	\$50,000	Total incentive budget	\$50,000
Total households	7.69	Total households	16.67



Scenario C: Maximum Incentive

All low-income customers		No low-income customers	
\$650/kW maximum	\$5,000	\$650/kW maximum	\$5,000
Income-based flat rebate	\$3,500	Income-based flat rebate	\$0
Maximum rebate/household	\$8,500	Maximum rebate/household	\$5,000
Total incentive budget	\$50,000	Total incentive budget	\$50,000
Total households	5.88	Total households	10



Residential Solar Rebate – Future Elements

- Add rebates for additional solar equipment and appliances
 - Fort Collins, Colorado has an additional rebate program for **battery storage**
 - Vermont state and Columbia, Missouri have an additional rebate program for **solar water heaters**
- **Multi-level or tiered rebate** for different categories of kW produced
 - Columbia, Missouri's solar rebate program is structured in **additive rebate tiers** with the total rebate calculated by adding all rebate tiers together
- **Maximize rebate** based on solar panel system capacity
 - Rhode Island's state solar rebate program offers maximum incentive for solar panel systems that produce over 7.7 kW



E-Bike Rebate – Why?

- Past bike share pilot programs revealed community interest
- City of Flagstaff Sustainable Automotive Rebate Program
 - Offers rebates for locally purchased electric vehicles
- Supports local businesses providing climate aware transportation options
- This e-bike rebate builds on current momentum by providing financial incentives for locally purchased electric bicycles
- **Review annually** for impact analysis and budget or policy changes



E-Bike Rebate Framework

- Modeled after the City's Sustainable Automotive Sales Tax Rebate Program
- Features an income-based equity component
- Assumes a \$25,000 annual budget

Rebates	Local Purchase
Class 1 and 2 E-bikes	\$250
E-bike Conversion Kits	\$200
Income-Based	For households $\leq 80\%$ of the AMI, there is an additional \$250 incentive available for e-bikes and conversion kits (not to exceed 100% of the cost).



E-Bike Incentive

All low-income customers		No low-income customers	
Flat rebate/e-bike	\$250	Flat rebate/e-bike	\$250
Additional Income-based Incentive	\$250	Additional Income-based Incentive	\$0
Maximum rebate/customer	\$500	Maximum rebate/customer	\$250
Total rebate program budget	\$25,000	Total rebate program budget	\$25,000
Total e-bikes covered by rebate	50	Total e-bikes covered by rebate	100



E-Bike E-bike Conversion Kit Incentive

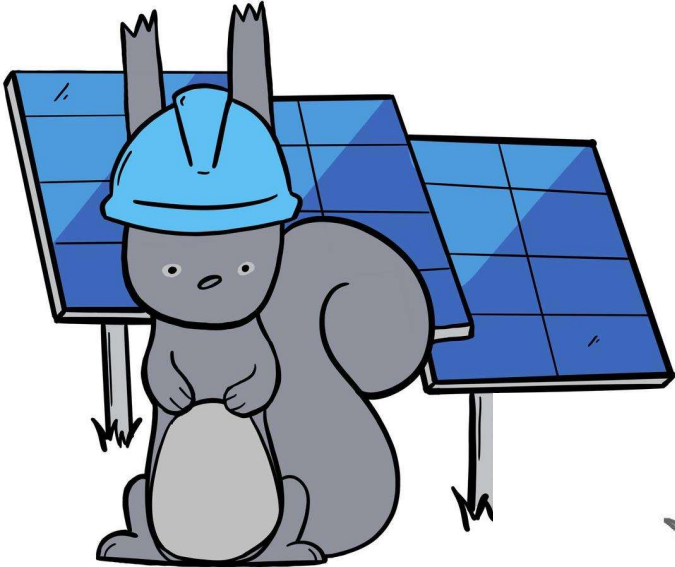
All low-income customers		No low-income customers	
Flat rebate/e-bike conversion kit	\$200	Flat rebate/e-bike conversion kit	\$200
Additional Income-based Incentive	\$250	Additional Income-based Incentive	\$0
Maximum rebate/customer	\$450	Maximum rebate/customer	\$200
Total rebate program budget	\$25,000	Total rebate program budget	\$25,000
Total kits covered by rebate	55.6	Total kits covered by rebate	125



E-Bike Rebate – Future Elements

- Expand eligibility to **used e-bike purchases** as they become available on the market
- Consider **additional electric-ride vehicles**, such as e-scooters and Segways, for rebate eligibility (Austin, Texas example)
- Includes **bike accessory purchases** (e.g., helmet, lights, rack, lock) within the rebate program (Benton County, Oregon example)
- Expand to provide rebates for **businesses fleet purchases** (e.g., delivery services) looking to electrify their transportation (Austin, Texas example)
- **Review annually** for impact analysis and budget or policy changes

Thank you



TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

CITY OF FLAGSTAFF SUSTAINABILITY OFFICE: SOLAR REBATE PROGRAM FRAMEWORK PROPOSAL

PROGRAM STATEMENT OF PURPOSE

In 2021, Flagstaff City Council adopted the Carbon Neutrality Plan, respectively, to guide equitable solutions for mitigating and adapting to local climate change threats and reaching carbon neutrality by 2030. The Plan emphasize the need to decrease Flagstaff’s dependence on fossil fuel-derived energy and shift towards renewable energy sources. Previous initiatives to increase renewable energy use include the installation of solar panels at several municipal facilities and the Solar United Neighbors Northern Arizona Solar Co-op, which enabled more affordable access to solar panel installation to households in Flagstaff, Sedona, and surrounding communities, 83 households have signed contract to install systems totaling 641 kilowatts (kW).

The proposed solar rebate program would build on prior momentum by providing financial incentives for solar panel installation and energy production. The program framework:

- Proposes three scenarios (A, B, C) for a Residential program
- Assumes a \$50,000 incentive budget for the program
- Features an equity component to assist low-income community members

COMMON COMPONENTS OF CITY AND STATE SOLAR REBATE PROGRAMS¹

- Dollars-per-kilowatt or watt rebate
 - For household systems, varies by state from \$100–650/kW (\$0.10–0.65/W)
- Solar system equipment credit
 - Dollar amount or percentage of solar panel system cost paid to homeowner in the form of a rebate or state tax deduction
- Property tax exemption
 - Homeowner is not required to pay additional property tax if solar panels raise property value
- Sales tax exemption
 - Homeowner is not required to pay state sales tax on solar system equipment
- Net metering
 - Excess solar power generated by system is fed into the electricity grid in exchange for utility bill credit back to the homeowner

RESIDENTIAL PROGRAM PROPOSAL

Scenario A – Moderate Rebate

- Dollars-per-kilowatt (\$/kW) rebate
 - \$250/kW up to \$1,000
 - Modeled after Fort Collins, Colorado municipal solar rebate program²
- Income-based flat rebate for equipment/installation costs
 - \$3,500 (25.58% of average system cost)
 - Modeled after the federal residential solar tax credit³
 - In addition to \$/kW rebate
 - Low-income households (annual income ≤80% AMI) eligible
- Scenario Impact: 11–50 households

Scenario B – Aggressive Rebate

- Dollars-per-kilowatt (\$/kW) rebate
 - \$450/kW up to \$3,000
- Income-based flat rebate for equipment/installation costs
 - \$3,500 (25.58% of average system cost)
 - Modeled after the federal residential solar tax credit
 - In addition to \$/kW rebate
 - Low-income households (annual income ≤80% AMI) eligible
- Scenario Impact: 7–16 households

Scenario C – Maximum Rebate

- Dollars-per-kilowatt (\$/kW) rebate
 - \$650/kW up to \$5,000
 - Modeled after Rhode Island’s Commerce RI Renewable Energy Fund⁴
- Income-based flat rebate for equipment/installation costs
 - \$3,500 (25.58% of average system cost)
 - Modeled after the federal residential solar tax credit
 - In addition to \$/kW rebate
 - Low-income households (annual income ≤80% AMI) eligible
- Scenario Impact: 5–10 households

FOCUS ON EQUITY

- There are few existing examples of equity-based rebates, and almost all are provided by state or utility providers rather than municipalities.⁵
- For this program, low-income refers to the federally defined threshold of “low-income,” which means at or below 80% of area median income (AMI).
- The average cost for a home 6-kW solar panel system in Arizona is \$13,680.⁶ For a family of four in Flagstaff making ≤80% of AMI, this cost is 22.26% of the annual household income.⁷
- The biggest hurdle for low-income households is the upfront cost of equipment and installation.^{8,9}
- Tax credits are not as beneficial for low-income families because they may not pay enough income tax to take advantage of these credits.¹⁰ However, the percentage of such tax credits can serve as a model for a flat rebate amount.

- The federal residential solar tax credit is 26% for systems installed 2020–2022 and 22% for systems installed in 2023.¹¹
- Using the range of the federal residential solar tax credit as a model, this program proposes a \$3,500 flat rebate for low-income households, which is 25.58% of the average cost of a 6-kW solar panel system in Arizona.
- There should be further discussion on low-income and if the City defines income thresholds or follow the federal threshold.

Table 1: Residential solar rebate program impact by scenario. Each scenario includes two situations: all low-income households (representing the lowest maximum number of households served) and no low-income households (representing the highest maximum number of households served). Incentive differences among scenarios are highlighted.

Residential Scenario A – Moderate Incentive			
All low-income customers		No low-income customers	
\$250/kW maximum	\$1,000	\$250/kW maximum	\$1,000
Income-based flat rebate	\$3,500	Income-based flat rebate	\$0
Maximum rebate/household	\$4,500	Maximum rebate/household	\$1,000
Total incentive budget	\$50,000	Total incentive budget	\$50,000
Total households	11.11	Total households	50

Residential Scenario B – Aggressive Incentive			
All low-income customers		No low-income customers	
\$450/kW maximum	\$3,000	\$450/kW maximum	\$3,000
Income-based flat rebate	\$3,500	Income-based flat rebate	\$0
Maximum rebate/household	\$6,500	Maximum rebate/household	\$3,000
Total incentive budget	\$50,000	Total incentive budget	\$50,000
Total households	7.69	Total households	16.67

Residential Scenario C – Maximum Incentive			
All low-income customers		No low-income customers	
\$650/kW maximum	\$5,000	\$650/kW maximum	\$5,000
Income-based flat rebate	\$3,500	Income-based flat rebate	\$0
Maximum rebate/household	\$8,500	Maximum rebate/household	\$5,000
Total incentive budget	\$50,000	Total incentive budget	\$50,000
Total households	5.88	Total households	10

Table 2: City and state residential solar rebate program examples. All incentives have been converted to kW for comparison.

City	State	Incentive	Maximum
Austin ¹²	Texas	Flat \$2,500	\$2,500
Colorado Springs ¹³	Colorado	\$100/kW	≤40% of system cost
Columbia ¹⁴	Missouri	\$150–625/kW tiered by kW produced	Additive rebate tiers
Fort Collins ¹⁵	Colorado	\$250/kW	\$1,000
statewide ¹⁶	Rhode Island	\$650/kW	\$5,000
Santa Clara ¹⁷	California	\$350/kW	\$1,050 (3 kW)

ADDITIONAL CONSIDERATIONS FOR A RESIDENTIAL REBATE PROGRAM

- Adding rebates for additional solar equipment and appliances
 - Fort Collins, Colorado has an additional rebate program for battery storage.¹⁸
 - Vermont¹⁹ and Columbia, Missouri²⁰ have an additional rebate program for solar water heaters.
- Multi-level or tiered rebate for different categories of kW produced
 - Columbia, Missouri's solar rebate program is structured in additive rebate tiers with the total rebate calculated by adding all rebate tiers together²¹:
 - 0–10 kW: \$375–\$625 per kW
 - 10–50 kW: \$300–\$500 per kW
 - 50–100 kW: \$150–\$250 per kW
 - >100 kW: No additional rebate offered
- Maximizing rebate based on solar panel system capacity
 - Rhode Island's state solar rebate program offers maximum incentive for solar panel systems that produce over 7.7 kW.²²
- Property tax exemption for homeowners on additional property tax if solar panels raise their home's property value
- Sales tax exemption on solar system equipment
- Net metering utility bill credit for excess solar power generated by homeowners' system that is fed into the electricity grid

Endnotes

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CITY OF FLAGSTAFF SUSTAINABILITY OFFICE: E-BIKE REBATE PROGRAM FRAMEWORK PROPOSAL

PROGRAM STATEMENT OF PURPOSE

In 2021, Flagstaff City Council adopted the Carbon Neutrality Plan, to guide equitable solutions for mitigating and adapting to local climate change threats and reaching carbon neutrality by 2030. The Plan emphasizes the need to decrease Flagstaff’s dependence on gasoline-powered vehicles and increase multi-modal travel options to reduce greenhouse gas emissions and encourage healthier lifestyles.

The proposed e-bike rebate program would build on growing momentum by providing financial incentives for locally purchased electric bicycles with an equity component for low-income customers. The program framework assumes a \$25,000 budget and includes:

- Program Criteria
- Rebate Submittal Process
- Rebate Amounts
- Future Elements
- Example Programs

COMMON COMPONENTS OF CITY AND COUNTY E-BIKE REBATE PROGRAMS¹

- Eligibility includes Class 1, 2, and 3 e-bikes as well as e-bike conversion kits
- E-bike must be purchased with the intent to replace trips otherwise taken by automobile
- Equity component for low-income customers (income criteria differ by state)

PROGRAM CRITERIA

- The e-bike must be sold by a qualified dealer, a seller of electric bicycles within the City of Flagstaff that has a state and local transaction privilege tax license for the sale of electric bicycles. Qualified dealers include but are not limited to:
 - Electric Bikes of Flagstaff
 - Pedego Flagstaff
 - Absolute Bikes
 - Flagstaff Bike Revolution
 - REI Flagstaff
- Must be purchased by a qualified purchaser, the registered owner of the e-bike, or the parent/guardian of the registered owner if under 18 years of age.
- Can be a Class 1 or 2 e-bike, or e-bike conversion kit.²

- Class 1 – power assisted up to 20 mph but only when the rider pedals
- Class 2 – with a throttle than can propel the bike up to 20 mph without peddling
- E-bike Conversion Kit – installed on a traditional bike, adding an electric motor to the front or back wheel
- E-bike must be purchased with the intent to replace trips otherwise taken by automobile; e-bikes purchased with the sole intent for recreational use are not eligible (i.e., mountain bikes).³
- Eligible for rebate while funding lasts and if the purchase was made after the program’s effective start date.
- Limit of two rebates per household per year.
- If you are applying for the local version of the incentive, you must provide proof of residence.
 - A driver’s license with a local Flagstaff address, (OR)
 - A utility bill with a local Flagstaff address

REBATE SUBMITTAL PROCESS

- The purchaser may fill out the rebate application and submit the completed form to the City of Flagstaff Sustainability Section. If you have questions, please contact the Sustainability Office
- The qualified dealer may directly reimburse the purchaser. The qualified dealer may then submit the completed application to the City of Flagstaff Sustainability Section to be reimbursed for the issued rebate.

REBATE AMOUNTS

Rebates	Local	Non-local
Class 1 and 2 E-bikes	\$250	\$100
E-bike Conversion Kits	\$200	\$50
Income-Based	For households ≤80% of the AMI, there is an additional \$250 incentive available for e-bikes and conversion kits (not to exceed 100% of the cost).	

REBATE AMOUNT JUSTIFICATIONS

- Class 1 and 2 e-bikes range on average \$1,500–4,000^{4,5}
 - With the income-based additional incentive, this reduces the cost of an e-bike for local low-income customers by 12.5–33%
- E-bike conversion kits range on average \$300–900⁶
 - With the income-based additional incentive, this reduces the cost of an e-bike conversion kit for local low-income customers by 50–100%

Table 2: Factoring in both purchase location and income level, 50–250 e-bike purchases or 55–500 e-bike conversion kits could be covered by the program budget annually. E-bike and conversion kit totals were calculated separately. Differences in maximum rebate/customer are highlighted in blue.

E-bike Purchased by Local Customer			
All low-income customers		No low-income customers	
Flat rebate/e-bike	\$250	Flat rebate/e-bike	\$250
Additional Income-based Incentive	\$250	Additional Income-based Incentive	\$0
Maximum rebate/customer	\$500	Maximum rebate/customer	\$250
Total rebate program budget	\$25,000	Total rebate program budget	\$25,000
Total e-bikes covered by rebate	50	Total e-bikes covered by rebate	100

E-bike Purchased by Non-Local Customer			
All low-income customers		No low-income customers	
Flat rebate/e-bike	\$100	Flat rebate/e-bike	\$100
Additional Income-based Incentive	\$250	Additional Income-based Incentive	\$0
Maximum rebate/customer	\$350	Maximum rebate/customer	\$100
Total rebate program budget	\$25,000	Total rebate program budget	\$25,000
Total e-bikes covered by rebate	71.4	Total e-bikes covered by rebate	250

E-bike Conversion Kit Purchased by Local Customer			
All low-income customers		No low-income customers	
Flat rebate/e-bike conversion kit	\$200	Flat rebate/e-bike conversion kit	\$200
Additional Income-based Incentive	\$250	Additional Income-based Incentive	\$0
Maximum rebate/customer	\$450	Maximum rebate/customer	\$200
Total rebate program budget	\$25,000	Total rebate program budget	\$25,000
Total kits covered by rebate	55.6	Total kits covered by rebate	125

E-bike Conversion Kit Purchased by Non-Local Customer			
All low-income customers		No low-income customers	
Flat rebate/e-bike conversion kit	\$50	Flat rebate/e-bike conversion kit	\$50
Additional Income-based Incentive	\$250	Additional Income-based Incentive	\$0
Maximum rebate/customer	\$300	Maximum rebate/customer	\$50
Total rebate program budget	\$25,000	Total rebate program budget	\$25,000
Total kits covered by rebate	83.3	Total kits covered by rebate	500

FUTURE ELEMENTS

- All example programs consider only new e-bike purchases for rebate eligibility. However, as e-bikes become more popular the used market for them will grow and buying used is a more affordable (and equitable) option. Future considerations for this program should include expanding eligibility to used e-bike purchases.
- Austin, Texas' rebate program considers additional electric-ride vehicles, such as e-scooters and Segways, for rebate eligibility.
- Benton County, Oregon's rebate program includes bike accessory purchases (e.g., helmet, lights, rack, lock) within the rebate program. For this program, accessories could be included within the rebate for an e-bike conversion kit as the rebate amount could exceed the cost of the kit itself.
- Austin, Texas' rebate program has a separate rebate category for fleet purchases (5–25 e-ride vehicles). This program could expand to provide rebates for businesses (e.g., delivery services) looking to electrify their transportation.
- This program should be reviewed annually for budget or policy changes (e.g., which e-bike classes are allowed on the FUTS, budget expansion).

EXAMPLE PROGRAMS

City or County	State	Rebate	Maximum	Equity Component
Ann Arbor ⁷	Michigan	\$100	Flat rate	N/A
Ashland ⁸	Oregon	\$200 for Class 1 and 2 e-bikes only	Flat rate	N/A
Austin ⁹	Texas	≤\$499 post-tax: \$50 \$500–999 post-tax: \$100 \$1,000–1,999 post-tax: \$200 ≥\$2,000 post-tax: \$300 Any electric 2- or 3-wheel bike, scooter, motorcycle, moped, or segway	Flat rates tiered by post-tax purchase cost	N/A
Benton County ¹⁰	Oregon	\$200 less the purchase price on Class 1 and 2 e-bikes only; accessories can be included	\$1,200	Household must earn ≤80% of the median family income for the Corvallis Benton County area
Burlington ¹¹	Vermont	\$200 for all class e-bikes and e-bike conversion kits	Flat rate	E-bike loan program and subsidized prices for qualifying low-income households ^{12,13}
Contra Costa County ¹⁴	California	\$150 for all class e-bikes and e-bike conversion kits	Flat rate	\$300 rebate for households with income ≤400% of current Federal Poverty Guidelines
Edwards ¹⁵	Colorado	\$200 (e-bike must cost >\$500)	Flat rate, limit 2 e-bikes per household	N/A
Healdsburg ¹⁶	California	\$400 for e-bike purchased locally \$300 for e-bike purchased non-locally \$50 for e-bike conversion kit	Non-CARE customers: ≤75% of purchase cost CARE customers: ≤100% of purchase cost	\$700 for income-qualified CARE customers
La Plata and Archuleta Counties ¹⁷	Colorado	25% of price	\$150	N/A
Santa Clara ^{18,19}	California	10% pre-tax cost	\$300	Financial Rate Assistance Program customers receive an additional \$100 for e-bikes ≤\$600 and additional \$200 for e-bikes ≥\$600

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