# CITY COUNCIL REGULAR MEETING AGENDA

**REGULAR COUNCIL MEETING**
**TUESDAY**
**JUNE 21, 2022**

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

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

## ***PUBLIC COMMENT***

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

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

**VIRTUAL PUBLIC COMMENT WAITING ROOM**

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

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## 1. CALL TO ORDER

### NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

## 2. ROLL CALL

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

MAYOR DEASY
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER HOUSE
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. COUNCIL LIAISON REPORTS

## 6. APPOINTMENTS

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

**A.** **Consideration of Appointments:** Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) Transit Advisory Committee (TAC) Citizen Representative.

**STAFF RECOMMENDED ACTION:**

Make one appointment to a term expiring June 2025.

**B.** **Consideration of Appointments:** Open Spaces Commission.

**STAFF RECOMMENDED ACTION:**

Make one appointment to a term expiring April 2023.
Make one appointment to a term expiring April 2025.

## 7. LIQUOR LICENSE PUBLIC HEARINGS

**A.** **Consideration and Action on Liquor License Application:** Larami Jean Sandlin, "Dark Sky Brewing Company," 1647 S. Plaza Way, Series 03, New License.

**STAFF RECOMMENDED ACTION:**

Hold the public hearing.

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

**B.** **Consideration and Action on Liquor License Application:** Kevin Scott Heinonen, "Teatro Italian Kitchen," 16 N. San Francisco Street, Series 12, New Application.

**STAFF RECOMMENDED ACTION:**

Hold the public hearing.

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

## 8. CONSENT ITEMS

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

**A.** **Consideration and Approval of a Construction Manager at Risk (CMAR) Construction Services Contract:** Annual Street Maintenance and Overlay and Chip Seal Program 2022 to C and E Paving & Grading, LLC in the amount of $5,905.167.62

**STAFF RECOMMENDED ACTION:**

1. Approve the Annual Street Maintenance Overlay and Chip Seal Program 2022 and execute a CMAR Contract with C and E Paving & Grading, LLC for a Guaranteed Maximum Price (GMP) of $5,905,167.62 (which includes an Owner's Contingency of $200,000.00)
2. Authorize the City Manager to execute the necessary documents.

**B.** **Consideration and Approval of Contract:** Approve the Executive Recruiting Professional Services Contracts with Cooperative Personnel Services HR Consulting (CPS) and Duffy Group.

**STAFF RECOMMENDED ACTION:**

1. Approve the Executive Recruiting Professional Services Contracts with CPS and Duffy Group; and
2. Authorize the City Manager to execute the necessary documents.

## 9. ROUTINE ITEMS

**A.** **Consideration and Adoption of Ordinance No. 2022-09:** An ordinance amending Flagstaff City Code, Chapter 1-18, Administrative Departments, to establish the Sustainability Division and the City Clerk Divisions in City Code, and to retitle the City Engineering and Human/Resources/Risk Management Divisions.

**STAFF RECOMMENDED ACTION:**

1) Read Ordinance No. 2022-09 by title only for the final time
2) City Clerk reads Ordinance No. 2022-09 by title only (if approved above)
3) Adopt Ordinance No. 2022-09

**B.** **Consideration and Adoption of Ordinance No. 2022-14:** 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 voluntary reassignment and transfer.

**STAFF RECOMMENDED ACTION:**

1) Read Ordinance No. 2022-14 by title only for the final time
2) City Clerk reads Ordinance No. 2022-14 by title only (if approved above)
3) Adopt Ordinance No. 2022-14

**C.** **Consideration and Approval of Contract:** FY 2022-23 Insurance Program Renewal

**STAFF RECOMMENDED ACTION:**

Accept the renewal premiums submitted by the Arizona Municipal Risk Retention Pool (AMRRP) for General Liability, E&O, SAM, Property, Auto, Marine, Crime, Cyber, Excess, and Worker's Compensation coverage; Chubb Limited for Airport Liability; Aon Risk Insurance Services West for International Travel; and Industrial Commission of Arizona to fund the Firefighters Presumptive Cancer Claims.

## 10. PUBLIC HEARING ITEMS

**A.** **Public Hearing:** Fiscal Year 2022-2023 Budget and Property Tax Levy

**STAFF RECOMMENDED ACTION:**

1) Hold the public hearing to receive citizen input
3) Convene Special Meeting

## 11. SPECIAL MEETING

**A.** **Consideration and Adoption of Resolution No. 2022-31:** A resolution of the Council of the City of Flagstaff, Arizona, adopting the Budget for the City of Flagstaff for Fiscal Year 2022-2023.

**STAFF RECOMMENDED ACTION:**

1) Read Resolution No. 2022-31 by title only
2) City Clerk reads Resolution No. 2022-31 by title only (if approved above)
3) Adopt Resolution No. 2022-31
4) Reconvene Regular Meeting

## 12. REGULAR AGENDA

**A.** **Consideration and Adoption of Ordinance No. 2022-16:** An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars ($100.00) of valuation sufficient to raise the amount estimated to be required in the Annual Budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June 2023. **(Primary and secondary property tax levies for FY 2022-2023)**

**STAFF RECOMMENDED ACTION:**

At the June 21, 2022 Council Meeting:
1) Read Ordinance No. 2022-16 by title only for the first time
2) City Clerk reads Ordinance No. 2022-16 by title only (if approved above)
At the July 5, 2022 Council Meeting:
3) Read Ordinance No. 2022-16 by title only for the final time
4) City Clerk reads Ordinance No. 2022-16 by title only (if approved above)
5) Adopt Ordinance No. 2022-16

**B.** **Consideration and Adoption of Resolution No. 2022-33:** A resolution approving Binding Waivers of Enforcement for four parcels of land located in the City of Flagstaff.

**STAFF RECOMMENDED ACTION:**

1) Read Resolution No. 2022-33 by title only
2) City Clerk reads Resolution No. 2022-33 by title only (if approved above)
3) Adopt Resolution No. 2022-33

**C.** **Consideration and Adoption of Resolution No. 2022-32:** A resolution approving an Intergovernmental Agreement between the City of Flagstaff and the Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) for the Downtown Connection Center (DCC).

**STAFF RECOMMENDED ACTION:**

1) Read Resolution No. 2022-32 by title only
2) City Clerk reads Resolution No. 2022-32 by title only (if approved above)
3) Adopt Resolution No. 2022-32

**D.** **Consideration and Adoption of Ordinance No. 2022-15:** An ordinance amending Flagstaff City Code, Chapter 1-14, Personnel System, and the Employee Handbook of Regulations Section 1-10-70, Employee Advisory Committee, to reorganize and add member representation based on recent changes to the City's organizational chart and authorized Full Time Equivalents (FTE's).

**STAFF RECOMMENDED ACTION:**

At the June 21, 2022 Council Meeting:
1) Read Ordinance No. 2022-15 by title only for the first time
2) City Clerk reads Ordinance No. 2022-15 by title only (if approved above)
At the June 21, 2022 Council Meeting:
3) Read Ordinance No. 2022-15 by title only for the final time
4) City Clerk reads Ordinance No. 2022-15 by title only (if approved above)

5) Adopt Ordinance No. 2022-15

**E.** **Consideration and Adoption of Resolution No. 2022-30:** A resolution authorizing the execution of a Development Agreement between VP66 & Woody Mountain, LLC and the City of Flagstaff related to the development of approximately 197.58 acres of real property generally located at 3425 W Route 66 known as Timber Sky.

**STAFF RECOMMENDED ACTION:**

If Council desires to approve the 4th Amendment to the Timber Sky Annexation and Development Agreement:

1) Read Resolution No. 2022-30 by title only
2) City Clerk reads Resolution No. 2022-30 by title only (if approved above)
3) Adopt Resolution No.2022-30

**F.** **Consideration and Adoption of Resolution No. 2022-29:** A resolution approving the Intergovernmental Agreement between the City of Flagstaff and Coconino County for election services for the August 2, 2022 Primary Election and November 8, 2022 General Election

**STAFF RECOMMENDED ACTION:**

1) Read Resolution No. 2022-29 by title only
2) City Clerk reads Resolution No. 2022-29 by title only (if approved above)
3) Adopt Resolution No. 2022-29

**G.** **Consideration and Adoption of Resolution No. 2022-34:** A resolution of the Flagstaff City Council ordering and calling a Special Bond Election of the City for November 8, 2022, in conjunction with the City's General Election, to submit two bond questions to the qualified electors of Flagstaff with respect to selling and issuing general obligation bonds in the aggregate principal amount of $77,285,000, to be repaid with secondary property taxes

**STAFF RECOMMENDED ACTION:**

1) Read Resolution No. 2022-34 by title only
2) City Clerk reads Resolution No. 2022-34 by title only (if approved above)
3) Adopt Resolution No. 2022-34

## 13. FUTURE AGENDA ITEM REQUESTS

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

**A.** **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Aslan to place on a future agenda a discussion regarding an update from Discover Flagstaff on the state of the film industry in Flagstaff.

**STAFF RECOMMENDED ACTION:**

Council direction.

## 14. PUBLIC PARTICIPATION

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

## 16. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2022.

_____
Stacy Saltzburg, MMC, City Clerk

**6. A.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

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|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Stacy Fobar, Deputy City Clerk |
| **Date:** | 06/14/2022 |
| **Meeting Date:** | 06/21/2022 |

**TITLE:**

**Consideration of Appointments:** Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) Transit Advisory Committee (TAC) Citizen Representative.

**STAFF RECOMMENDED ACTION:**

Make one appointment to a term expiring June 2025.

**Executive Summary:**

The NAIPTA TAC currently consists of five voting members: Coconino County Manager or designee, Yavapai County Manager or designee, Flagstaff City Manager or designee, Northern Arizona University Vice President of Administration or designee, and a Flagstaff Citizen Representative. A Flagstaff Citizen Alternate is also appointed to serve when the Citizen Representative may not be available to attend or participate in meetings. The NAIPTA TAC reviews the draft Board of Directors' agenda and offers recommendations on transit-related issues within the NAIPTA boundary. The Citizen Representative and Alternate each serves a three year term and is appointed by the City Council. There is currently a vacant seat for the Citizen Representative.

There is one application on file for consideration by the Council:

Michele James (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 Aslan.

**Financial Impact:**

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

**Policy Impact:**

None.

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

- Foster community pride & civic engagement by increasing opportunities for public involvement, in line with best practices & legal requirements
- Enhance community involvement, education & regional partnerships to strengthen the level of public trust

**Has There Been Previous Council Decision on This:**

None.

**Options and Alternatives:**

1) Appoint the Citizen Representative Member: By appointing at this time, the committee will be at full membership and able to continue to meet and provide recommendations.

2) Table the action to allow for further discussion or expand the list of candidates.

**Community Benefits and Considerations:**

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

**Community Involvement:**

INFORM: Board members and City staff have informed the community of these vacancies  though word of mouth in addition to the vacancies being posted on the City's website.

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**Attachments:** NAIPTA Rules of Procedure

# RULES OF PROCEDURE

# OF

# NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY ("NAIPTA")

(A corporate body and political subdivision
of the State of Arizona)

## ARTICLE I – STATEMENT OF PURPOSE

Section 1.1 General Purposes. The Authority is a corporate body and political subdivision of the State of Arizona, established pursuant to state law for the purpose of designing, operating, and maintaining a public transportation system in the authority.

## ARTICLES II – DEFINITIONS

*Authority*. Authority means the Northern Arizona Intergovernmental Public Transportation Authority, also known as "NAIPTA."

*Board of Directors* ("BOD"). Board of Directors means the Board of Directors of NAIPTA, consisting of representatives of member agencies, appointed by the agency's governing body.

*Transit Advisory Committee* ("TAC"). Transit Advisory Committee means the Committee consisting of the administrative head of each member agency, or the administrator's designee.

## ARTICLE III – POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The powers and duties of the Board of Directors include, but are not limited to:

(a) Conduct a periodic survey of public transportation needs in the authority and determine an appropriate transportation system to meet those needs and the means to finance the system and produce a five-year public transportation program that is consistent with the regional transportation plan approved by the regional council(s) of governments.

(b) Coordinate and implement the establishment and development of the public transportation system within the authority and among the participating governmental entities.

(c) Adopt rules that are proper and necessary to regulate the use, operation and maintenance of the public transportation systems, property, facilities and services.

(d) Employ a general manager and other employees as may be necessary and prescribe the duties, terms and conditions of employment.

(e) Appoint an authority treasurer or may enter into an intergovernmental agreement with the county treasurer to provide financial services for the authority.

(f) Manage, set policy and conduct the business of the Authority. Determine its organizational and procedural structure; adopt, amend and repeal bylaws and rules consistent with the requirements of state law, and prescribe an accounting system for the Authority.

(g) Provide for payment of all debts and appropriate claims from the appropriate funds.

(h) Issue an annual report on or before December 1 of each year, containing a full account of its transactions, activities and finances for the preceding fiscal year and other facts and recommendations, and transmit copies of the report to each member municipality, university and county, to the secretary of state, to the Arizona state library, archives and records, and, on request, to any member of the public.

(i) Cause an annual audit to be conducted of the public transportation authority fund by an independent certified public accountant within 120 days after the end of the fiscal year.

## ARTICLE IV – MEMBERS

Section 4.1 Initial Members. The initial Members of the Authority are Coconino County, Yavapai County, the City of Flagstaff, the City of Sedona, the City of Cottonwood, and the Arizona Board of Regents acting for and on behalf of Northern Arizona University ("Northern Arizona University"). Coconino County, Yavapai County, the City of Sedona, the City of Cottonwood and Northern Arizona University each have one representative on the initial BOD, appointed by its governing body; the City of Flagstaff has two representatives on the initial BOD, appointed by its governing body.

Section 4.2 New Members. Incorporated cities and towns within Coconino and/or Yavapai County may join the authority by petitioning the board of supervisors of the county or counties in which they are located and entering into the Master IGA by and between the Initial Members and dated on or about March 15, 2006, as the same may be amended (the "Master IGA"), provided that membership is to be apportioned among the participating municipalities according to their respective populations.

Section 4.3 Voting Rights of Members. Each member of the BOD and the TAC shall have one (1) vote. Other elected officials, staff members and citizens may attend public meetings and participate as provided by law, but may not vote.

Section 4.4 Voting Rights of the Chair. The Chair has the same voting rights as any other member.

Section 4.5 Dues, Fees, and Assessments. Each Member must pay, within the time and on the conditions approved by the Members, the dues, fees, and assessments in amounts to be fixed from time to time by a majority of all the Members.

Section 4.6 Resignation of Members. In the event that one or more Members resigns from the Authority, the resigning Member(s) shall no longer be represented on the Board. Vacancies on the Board shall be filled by the remaining Members as provided by the Master IGA and these Rules of Procedure.

## ARTICLE V – OFFICERS

Section 5.1 Officers of the Authority. The officers of the Authority, who must also be Members of the BOD, shall be a Chair, a Vice Chair, and a Secretary.

(a) A person may only hold one office at a time.

(b) In the event of a vacancy in an office, a new officer shall be appointed as provided in Section 9.3 of these Rules.

Section 5.2 Duties of Officers.

(a) *Chair*. The Chair shall: 1) preside at all meetings of the BOD; 2) sign all documents on behalf of the Authority; 3) be an ex-officio member of all committees.

(b) *Vice Chair*. The Vice Chair shall have all the powers and assume all of the duties of the Chair in the Chair's absence.

(c) *Secretary*. The Secretary shall keep or cause to be kept, at the Authority's Principal Office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board, of committees of the Board, and of members' meetings. The minutes of meetings shall comply with the requirements of the Arizona open meeting law. The Secretary shall keep or cause to be kept, at the Principal Office, a copy of the articles of the Rules of Procedure, as amended to date.

Section 5.3 Election and Re-election of Officers. Officers shall be elected each year at the first BOD meeting held after July 1. An officer who has served in the same office for two consecutive terms shall be ineligible for nomination or election to that office for the term immediately following the completion of the said consecutive terms. The said officer shall, however, become eligible for nomination and election to the same office for later terms, subject always to the aforementioned limit of two consecutive terms.

Section 5.4 Absence or Disability of Chair. In the absence or disability of the Chair, (1) the Vice Chair of the Board, (2) the officers in order of their rank as fixed by the members or, if not ranked, (3) an officer designated by the members, shall perform all duties of the Chair. When so acting, the Vice Chair of the Board or officer shall have all powers of, and be subject to all restrictions on, the Chair. The said Vice Chair or officer shall have such other powers and perform such other duties as the members or the bylaws may prescribe.

## ARTICLE VI - **MEETINGS OF MEMBERS.**

Section 6.1 Regular Meetings of Board of Directors and TAC. Regular meetings of the BOD shall be held at least once each quarter, at a place and time designated by the Board in the notice of meeting. Regular meetings of the TAC shall be held at least six (6) times per calendar year, at a place and time designated by the TAC in the notice of meeting.

Section 6.2 Special Meetings. The Chair of the body may call a special meeting of the BOD or the TAC for any lawful purpose at any time.

Section 6.3 Notice Requirements for Meetings. Notice of meetings shall be provided to the members of the body and the public as provided in the Arizona Open Meeting Law, A.R.S. §38-501 *et seq*. Additional notice may be provided as the BOD deems advisable.

Section6.4 Quorum. A majority of members of the BOD or the TAC shall constitute a quorum for the transaction of business at any meeting of Members.

Section6.5 Conduct of Meetings. In all matters not addressed by these Rules or Arizona law, meetings of the BOD and the TAC shall be governed by Robert's Rules of Order.

## ARTICLE VII – TRANSIT ADVISORY COMMITTEE

Section 7.1 Members. The Transit Advisory Committee ("TAC") shall consist of the Manager of each Member county, city or town or the Manager's designee; the Vice President of Administration of each Member university or college or designee; and one citizen from each Service Area to be appointed by its governing body. The corporate

boundaries of each of the Member municipalities and counties constitutes a Service Area for the purpose of this Section 7.1.

Section 7.2 Term of Office of Citizen Members. Citizen members shall serve for terms of three years each.

Section 7.3 Responsibilities. The TAC shall: have the duties and responsibilities provided in the Master IGA and in such position descriptions and policy handbooks as are reviewed by the TAC and approved by the BOD.

Section 7.4 Officers. The officers of the TAC shall consist of a Chair, Vice Chair, and Secretary. The Chair and Vice Chair must be members of the TAC. The Clerk of the Board shall serve as Secretary.

Section 7.5 Duties of Officers.

*(a)* Chair. The Chair shall: 1) preside at all meetings of the TAC; 2) sign such documents as may be necessary on behalf of the TAC.

*(b)* Vice Chair. The Vice Chair shall have all the powers and assume all of the duties of the Chair in the Chair's absence.

*(c)* Secretary. The Secretary shall keep or cause to be kept, at the Authority's Principal Office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the TAC. The minutes of meetings shall comply with the requirements of the Arizona open meeting law.

Section 7.6 Election and Re-election of Officers. Officers shall be elected each year at the first TAC meeting held after July 1. An officer who has served in the same office for two consecutive terms shall be ineligible for nomination or election to that office for the term immediately following the completion of the said consecutive terms. The said officer shall, however, become eligible for nomination and election to the same office for later terms, subject always to the aforementioned limit of two consecutive terms.

## ARTICLE VIII – VOTING PROCEDURES FOR THE BOARD OF DIRECTORS AND THE TRANSIT ADVISORY COMMITTEE

Section 8.1 Manner of Casting Votes. Voting may be by voice or ballot at the discretion of the chair.

Section 8.2 Voting. Each member appointed pursuant to Article 4 of these Rules shall be entitled to cast one vote on each matter submitted to a vote of the Members.

Section 8.3 Approval by Majority Vote. If a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote and voting on any matter, shall be the act of the members, unless the vote of a greater number is required by Arizona law of or these rules of procedure.

Section 8.4 Alternate Members of BOD and TAC. The governing body of each Member shall designate an alternate representative to both the BOD and TAC. The alternate representatives shall be authorized to attend BOD or TAC meetings and vote on all issues coming before the body, in the event that the regular representative is unable to attend a meeting. Members of the BOD or TAC may participate in a meeting by technological means, provided that the member can hear and participate in all discussions and the public can hear all statements made by the member so participating.

## ARTICLE IX – AMENDMENTS

New bylaws may be adopted or these bylaws may be amended or repealed by the approval of a majority of all the appointed members of the BOD, provided, however, that any provision of these bylaws that requires the vote of a larger proportion of the Members than otherwise is required by law may not be altered, amended, or repealed except by vote of that greater number. No amendment may extend a director's term beyond that for which the director was elected.

DATED this 19th day of March, 2012.

Chair of the Authority

ATTEST:

Rhonda Cashman
Clerk of the Authority

**6. B.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Stacy Fobar, Deputy City Clerk |
| **Date:** | 06/14/2022 |
| **Meeting Date:** | 06/21/2022 |

**TITLE:**

**Consideration of Appointments:** Open Spaces Commission.

**STAFF RECOMMENDED ACTION:**

Make one appointment to a term expiring April 2023.
Make one appointment to a term expiring April 2025.

**Executive Summary:**

The Open Spaces Commission consists of six at-large members whom shall be appointed by the City Council and one designee from the Planning and Zoning Commission. The commission serves as an advisory body on the acquisition, management, use, restoration, enhancement, protection, and conservation of open space land. There is currently one seat available due to term expiration and one partial term available due to a rejection of an appointment by Lucas Minton from the appointments made at the June 7, 2022 meeting. 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 nine (9) applications on file for consideration by the Council, they are as follows:

- Bruce Applin (new applicant)
- Jordan Dikeman (new applicant)
- Bruce Fox (new applicant)
- Karen Hendricks (new applicant)
- Ryan Laboy (new applicant)
- Brian Poletti (new applicant)
- Liz Shero (new applicant)
- Nat White (new applicant)
- Jillian Worssam (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 Aslan and Councilmember House

**Financial Impact:**

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

**Policy Impact:**

None.

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

- Foster community pride & civic engagement by increasing opportunities for public involvement, in line with best practices & legal requirements
- Enhance community involvement, education & regional partnerships to strengthen the level of public trust

**Has There Been Previous Council Decision on This:**

None.

**Options and Alternatives:**

1) Appoint two Commissioners: By appointing two members at this time, the Open Spaces 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.

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**Attachments:** Open Space Commission Authority

# CHAPTER 2-20
# OPEN SPACES COMMISSION

SECTIONS:


2-20-001-0001 CREATION OF THE COMMISSION:
2-20-001-0002 TERMS OF OFFICE:
2-20-001-0003 DUTIES:
2-20-001-0004 OPEN SPACES LONG RANGE MANAGEMENT PLAN COMPONENTS:
2-20-001-0005 MEETINGS; ATTENDANCE:


## 2-20-001-0001 CREATION OF THE COMMISSION:

There is hereby created an advisory body to be called the "Open Spaces Commission" ("Commission") consisting of the following seven (7) regular members all of whom shall be appointed by the City Council, except for designee from the Planning and Zoning Commission: one (1) member from the Planning and Zoning Commission; and six (6) public at-large members. All Commission members shall be voting members. A Chairperson shall be selected by a majority vote of those members at a meeting called for that purpose. (Ord. No. 2007-08, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

## 2-20-001-0002 TERMS OF OFFICE:

Appointments from the Planning and Zoning Commission and the Parks and Recreation Commission to the Open Spaces Commission shall be for no longer than the remaining term of the appointing Commission’s designee. Terms of all other appointees shall be for three years except for the first appointments creating staggered terms as follows: The City Council shall appoint two members for three year (3) terms, two members for two (2) year terms, and two members for one (1) year terms. After the initial appointment all terms thereafter will be three (3) year terms.

## 2-20-001-0003 DUTIES:

A. It shall be the Commission’s duty to advise the City Council on acquisition, preservation, and alternatives for open space land management.

B. The duties of the Commission shall also include, but not be limited to: Reviewing and advising the City Council on the development of an Open Spaces Long Range Management Plan and policies to provide broad, long-term direction for planning and decision making for the lands designated as Urban Open Space Management Area in

the Urban Open Spaces Plan of the Flagstaff Area Regional Land Use and Transportation Plan.

C. Advising and assisting the Mayor and City Council on ways to educate and involve the community on the value, protection, and stewardship of open space lands.

D. Advising and assisting the Mayor and City Council on ways to work collaboratively with other governmental entities, organizations, and departments to advance and ensure the implementation of the Open Spaces Long Range Management Plan and the Flagstaff Area Regional Land Use and Transportation Plan.

E. Advising and assisting the Mayor and City Council regarding regional open space issues as well as to any regional open spaces coalition that may be formed in the future relative to lands designated as open space in the Greater Flagstaff Area Open Spaces and Greenways Plan.

F. Obtaining public input and participation in various programs such as environmental education and interpretation on the use, operation, and management of open space and providing information concerning the goals, projects, and operations of the open space program.

**2-20-001-0004 OPEN SPACES LONG RANGE MANAGEMENT PLAN COMPONENTS:**

A. The components of the Open Spaces Long Range Management Plan shall include, but not be limited to:

1. Program goals, management decision-making processes, and implementation techniques for resource preservation.

2. Policies to provide the framework for more issue- or site-specific planning and implementation.

3. Criteria for the acquisition of lands that are consistent with open space goals and policies set forth in the Open Spaces Long Range Management Plan.

4. Plans for the management of the open spaces to achieve the goals of the Open Spaces Long Range Management Plan using such studies and data as property inventories, the nature and significance of the natural and cultural resources, plant and animal species ecosystems, existing uses and conditions, and interactions and connections between natural areas and between developed and undeveloped areas.

5. Developing, identifying, and recommending the use of various methods, such as intergovernmental agreements, rights-of-way for access, and grants, to assure protection of critical open space lands.

6. Policies to monitor, maintain, enhance, and restore, where necessary, natural and cultural resources, uses, accesses, trails, and facilities.

7. Public participation, education, and interpretive programs.

**2-20-001-0005 MEETINGS; ATTENDANCE:**

The Commission shall meet on a quarterly basis, at a minimum, at such times, dates and locations as determined by the members, except that the chairperson may call a special meeting with not less than twenty-four (24) hours' notice. All other rules or procedures shall be established by the members so long as the rules are consistent with state law, including the Open Meetings Law, the City Charter and this chapter.

A quorum shall consist of four (4) voting members of the Commission.

A regular Commission member who is absent for three (3) consecutive regular meetings may be removed from the Commission by a vote of the City Council. (Ord. 2003-03, Enacted, 02/04/03; Ord. 2007-08, Amended 02/06/2007; Ord. 2016-30, Amended, 07/05/2016)

**7. A.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Stacy Fobar, Deputy City Clerk |
| **Date:** | 06/14/2022 |
| **Meeting Date:** | 06/21/2022 |

**TITLE:**

**Consideration and Action on Liquor License Application:** Larami Jean Sandlin, "Dark Sky Brewing Company," 1647 S. Plaza Way, Series 03, New License.

**STAFF RECOMMENDED ACTION:**

Hold the public hearing.

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

**Executive Summary:**

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. The applicant is requesting a Series 03 (microbrewery) license for their warehouse on South Plaza Way.

A Series 03 license allows an in-state microbrewery to sell beer produced or manufactured on the premises for consumption on or off the premises; they may sell to in-state and out-of-state licensed wholesaler and retailers. Beer produced or manufactured on the premises may be served for the purpose of sampling. If approved, this will be the 10th active series 03 license in Flagstaff.

To view surrounding liquor licenses, please visit the Active Liquor Licenses Map.

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

**Financial Impact:**

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

**Policy Impact:**

Not applicable.

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

Liquor licenses are a regulatory action and there is no Council goal that applies.

**Has There Been Previous Council Decision on This:**

Not applicable.

**Key Considerations:**

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

The deadline for issuing a recommendation on this application is June 24, 2022.

**Community Benefits and Considerations:**

This business will contribute to the tax base of the community.

**Community Involvement:**

The application was properly posted on June 1, 2022. No written protests have been received to date.

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**Attachments:**

Letter to Applicant
Hearing Procedures
Series 03 Description
PD Memo
Zoning Memo
Map

# City of Flagstaff

**OFFICE OF THE CITY CLERK**

6/7/2022

Larami Jean Sandlin
117 N. Beaver Street #A
Flagstaff, AZ 86001

Dear Ms. Sandlin:

Your application for a Series 3 Liquor License for Dark Sky Brewing Company located 1647 S. Plaza Way, Flagstaff, AZ was posted on June 1, 2022. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, June 21, 2022, which is scheduled to begin at 3:00 p.m.**

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

The twenty-day posting period for your liquor license application is set to expire on June 21, 2022, and the application may be removed from the premises at that time.

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

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

Sincerely,

*Stacy M. Fobar*

Stacy M. Fobar
Deputy City Clerk

Enclosures

# City of Flagstaff

**Liquor License Application**
**Hearing Procedures**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**License Types: Series 03 In-state Microbrewery**

This non-transferable liquor license allows an out-of-state microbrewery which produces more than 5,000 gallons and less than 6,240,000, of beer during a calendar year (A.R.S. §205.08(B) to sell and ship the beer into the state to Arizona-licensed wholesalers. An out-of-state Microbrewery must comply with the provisions of Title 4 as does an in-state licensee.

With this license, the in-state microbrewery may sell beer produced or manufactured on the premises for consumption on or off the premises, may sell to out-of-state licensed wholesaler and retailers where legal in that state, may sell to Arizona-licensed wholesalers, and may serve beer produced or manufactured on the premises for the purpose of sampling.

With this license, when production is no more than 1,240,000 gallons per calendar year, the in-state microbrewery may make sales and deliveries of beer to any retail license licensed to sell beer except for its retail licenses on or adjacent to the microbrewery.

Internet sale of beer is not permitted in the state of Arizona. Liquor must be delivered to an Arizona liquor-licensed wholesaler, then an Arizona liquor-licensed retailer prior to delivery to the consumer.

The licensee must submit an annual production report to the Arizona Department of Liquor.

**ADDITIONAL RIGHTS AND RESPONSIBILITIES:** If the total amount of beer manufactured at the in-state microbrewery exceeds the amount permitted by law, the licensee shall apply for the in-state Producer (series 1) license. Applicants, licensees, and managers must take a Title 4 training course (liquor handling, laws and regulations) prior to approval. A pregnancy warning sign for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar. An Employee Log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

**ARIZONA STATUTES AND REGULATIONS:** A.R.S. §4-205.08 (microbrewery statutes), 4-202(E)(recordkeeping), 4-205.08(F) & (G)(taxes), Rules R19-1-104 (shipping), R19-1-305 (taxes), R19-1-319 (coercion or bribery), R19-1-501 (recordkeeping)

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Chief of Police
Dan Musselman

**MEMORANDUM**

**Memo #22-034**

**TO:** **Chief Dan Musselman**

**FROM:** **Lt. Ryan Turley**

**DATE:** **May 14th, 2022**

**RE:** **Liquor License Application – Series 3 for Dark Sky Brewery**

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On May 14th, I initiated an investigation into an application for a series 3 (Micro Brewery) liquor license filed by Larami Sandlin (Agent and Controlling Person) and Ryan Sandlin (Controlling Person). This is a new application and the application number is 186617 It is for Dark Sky Brewing Company located at 1647 S. Plaza Way.

I conducted a query through local systems and public access on all of the applicants and discovered no derogatory records. I conducted a search for current or historical liquor violations on the business and found none. I found evidence that the applicants have taken the mandatory liquor license training. This business is not located within 300 feet of a school or church. The business hours are generally from noon to 9:30 pm.

A representative for the business will be present for the council meeting on June 7th.

# Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: March 29, 2022

Re: Application for Liquor License #168811
1647 S. Plaza Way., Flagstaff, Arizona 86001
Assessor's Parcel Number 112-24-007
Larami Jean Sandlin on behalf of Dark Sky Brewing Company

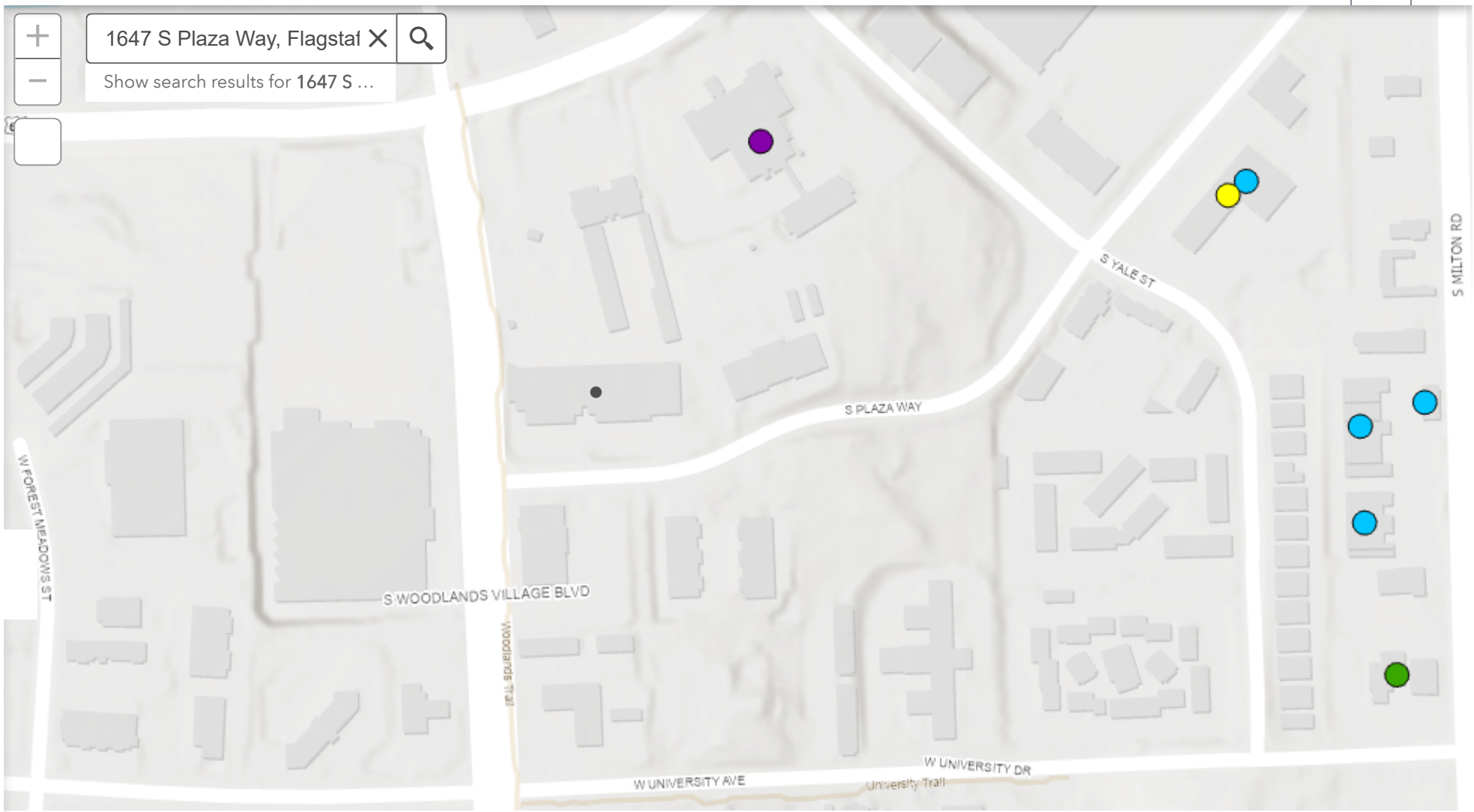
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This application is a request for a new Series 3 Micro-Brewery liquor license by Larami Jean Sandlin on behalf of Dark Sky Brewing Company. This business is located within the Light Industrial district. This district does allow for this use.

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

# Active Liquor Licenses

City of Flagstaff GIS



**7. B.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Stacy Fobar, Deputy City Clerk |
| **Date:** | 06/14/2022 |
| **Meeting Date:** | 06/21/2022 |

**TITLE:**

**Consideration and Action on Liquor License Application:** Kevin Scott Heinonen, "Teatro Italian Kitchen," 16 N. San Francisco Street, Series 12, New Application.

**STAFF RECOMMENDED ACTION:**

Hold the public hearing.

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

**Executive Summary:**

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting at the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Teatro Italian Kitchen is a new business in Flagstaff. If approved it will be the 82nd active series 12 license in Flagstaff. Series 12 licenses are non-quota licenses. To view surrounding liquor licenses, please refer to the online interactive Liquor License Map.

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

**Financial Impact:**

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

**Policy Impact:**

Not applicable.

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

Liquor licenses are a regulatory action and there is no Council goal that applies.

**Has There Been Previous Council Decision on This:**

Not applicable.

**Key Considerations:**

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

The deadline for issuing a recommendation on this application is June 24, 2022.

**Community Benefits and Considerations:**

This business will contribute to the tax base of the community.

**Community Involvement:**

The application was properly posted on June 1, 2022. No written protests have been received to date.

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**Attachments:**

Letter to Applicant
Hearing Procedures
Series 12 Description
PD Memo
Zoning Memo
Map

# City of Flagstaff

**OFFICE OF THE CITY CLERK**

6/7/2022

Kevin Scott Heinonen
16 N. San Francisco Street
Flagstaff, AZ 86001

Dear Mr. Heinonen:

Your application for a Series 12 Liquor License for Teatro Italian Kitchen located 16 N. San Francisco Street, Flagstaff, AZ was posted on June 1, 2022. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, June 21, 2022, which is scheduled to begin at 3:00 p.m.**

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

The twenty-day posting period for your liquor license application is set to expire on June 21, 2022, and the application may be removed from the premises at that time.

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

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

Sincerely,

*Stacy M. Fobar*

Stacy M. Fobar
Deputy City Clerk

Enclosures

# City of Flagstaff

**Liquor License Application**
**Hearing Procedures**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# License Types: Series 12 Restaurant License

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

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PURPOSE:
Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

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

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

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

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Bar, beer and wine bar, and restaurant licensees must pay an annual surcharge of $20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.

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Chief of Police
Dan Musselman

**MEMORANDUM**

**Memo #22-036**

**TO:** **Chief Dan Musselman**

**FROM:** **Sgt. Kevin Sapp**

**DATE:** **June 6, 2022**

**RE:** **New Application – Series 12 Liquor License Application – Teatro Italian Kitchen**

---

On June 6, 2022, I initiated an investigation into an application for a series 12 (Restaurant) liquor license filed by Kevin Scott Heinonen (Controlling person/Agent), Lance Reynolds (Controlling Person), Nicholas Williams (Controlling Person) and Michael Schmitz (Controlling Person). This is a new application and the application number is 196760. It is for the Teatro Italian Kitchen located at 16 N San Francisco St., Flagstaff, AZ.

I conducted a query through local systems and public access on all the applicants and discovered no derogatory records on Kevin Heinonen. I discovered no derogatory records for Lance Reynolds. I discovered no derogatory records on Nicholas Williams. I discovered no derogatory records for Michael Schmitz. I conducted a search for current or historical liquor violations on the business and controlling persons and found no violations.

I found evidence that the applicants have taken the mandatory liquor license training. This business is not located within 300 feet of a school or church.

A representative for the business will be present for the council meeting on June 21st.

# Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: June 3, 2022

Re: Application for Liquor License #196760
16 N. San Francisco St., Flagstaff, Arizona 86001
Assessor's Parcel Number 101-21-013A
Scott Heinonen on behalf of Teatro Italian Kitchen

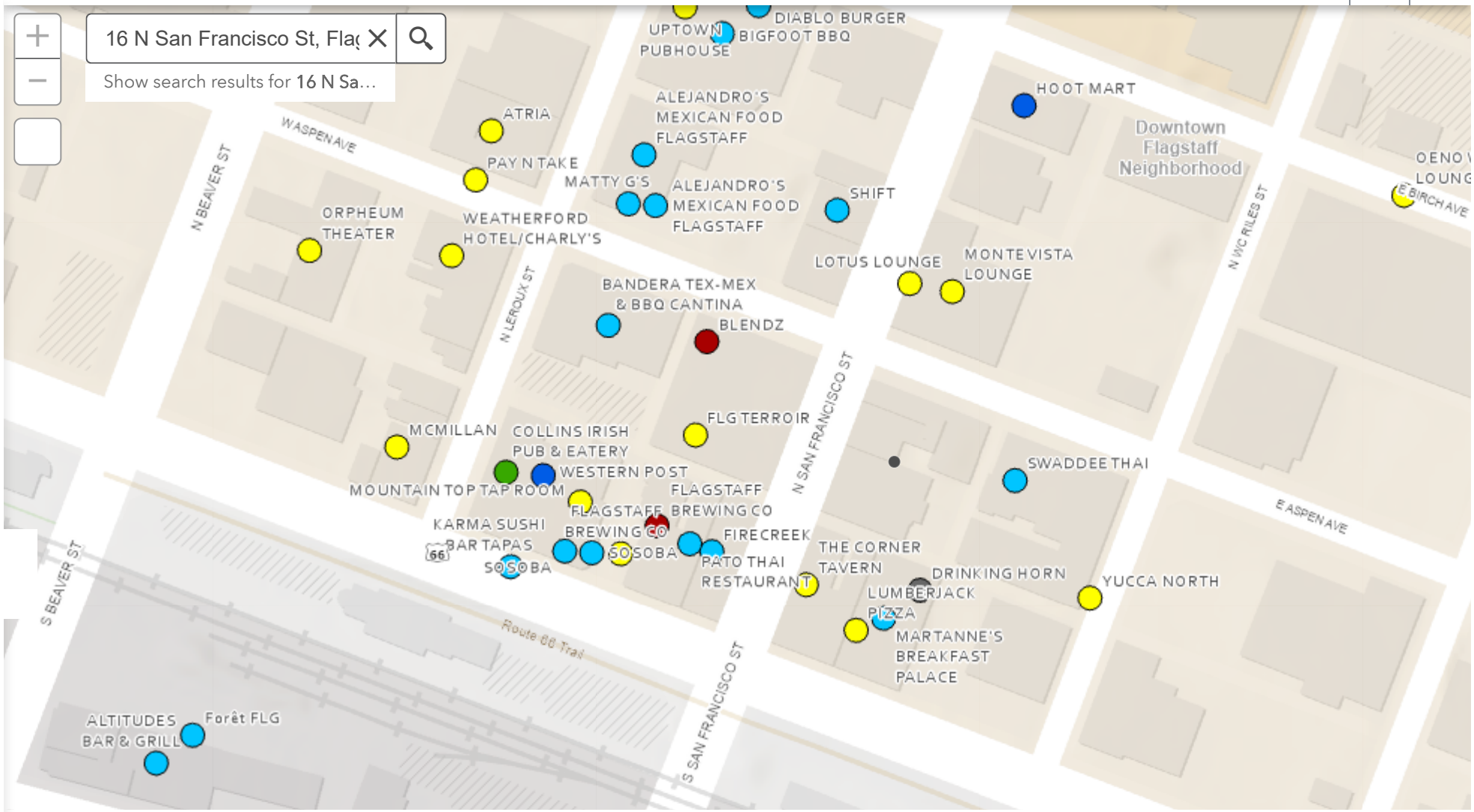
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This application is a request for a new Series 12 Restaurant liquor license by Scott Heinonen on behalf of Teatro Italian Kitchen. This business is located within the Central Business district. This district does allow for this use.

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

# Active Liquor Licenses

City of Flagstaff GIS



**8. A.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Adam Miele, Senior Project Manager |
| **Co-Submitter:** | Sam Beckett |
| **Date:** | 06/14/2022 |
| **Meeting Date:** | 06/21/2022 |

**TITLE:**

**Consideration and Approval of a Construction Manager at Risk (CMAR) Construction Services Contract:** Annual Street Maintenance and Overlay and Chip Seal Program 2022 to C and E Paving & Grading, LLC in the amount of $5,905.167.62

**STAFF RECOMMENDED ACTION:**

1. Approve the Annual Street Maintenance Overlay and Chip Seal Program 2022 and execute a CMAR Contract with C and E Paving & Grading, LLC for a Guaranteed Maximum Price (GMP) of $5,905,167.62 (which includes an Owner's Contingency of $200,000.00)
2. Authorize the City Manager to execute the necessary documents.

**Executive Summary:**

The Public Works Streets Section maintains approximately 700 lane miles of roadway surface infrastructure for the citizens, regional community members, and visitors. Roadways throughout the city vary in design and capacity. In addition to automobile travel, all modes of transportation are integrated and encouraged within the right of way. Modes of travels such as transit, bicycle, and pedestrian opportunities are prevalent and our Streets crews strives to provide transportation infrastructure that is well connected and as safe as possible for travel, regardless of the chosen mode. The City's annual Street Maintenance Overlay and Chip Seal Program is an effort to improve aging infrastructure within our existing transportation network. Planning efforts include an evaluation of the asphalt surface, edge treatments, recent overlay project sections, roads that meet maintenance need, and road stripe engineering. Once the identified needs are prioritized, Streets utilizes funding provided from two sources to address the needs. The first source of revenue is Highway User Revenue Funds (HURF), or commonly referred to as the gas tax, a state shared revenue. The second source of revenue provided is sales tax proceeds collected as a result of the 2014 voter approved Road Repair and Street Safety Program (RRSS). This Council action, if approved, will allow Streets to deliver the Annual Street Maintenance Overlay and Chip Seal Program 2022 utilizing local contractor C and E Paving & Grading, LLC and improve the community transportation infrastructure.

**Financial Impact:**

The Street's capital program was reviewed and approved in the FY 2021-2022 and FY 2022-2023 budget process. The total cost of the Annual Street Maintenance Overlay, Chip Seal and Sidewalk Infill Program 2022 is $5,905,167.62 and is funded from account numbers 040-06-162-3073-6-4443 (HURF), 046-06-163-3321-6-4443 (RRSS) and 048-05-120-3462-6-4444 (Infill)

**Policy Impact:**

The award of the CMAR contract to C and E Paving & Grading, LLC. will authorize the delivery of the City's Annual Street Maintenance Overlay and Chip Seal Program 2022. The overlay and chip seal project work will ensure that the City is maintaining its streets and providing for a well-protected and increased overall condition index for our roadways. Once completed this Fall, the efforts will result in an improved quality transportation network. The City of Flagstaff community continues to support initiatives creating and maintaining quality infrastructure throughout our transportation network.

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

**Priority Based Budget Key Community Priorities and Objectives**

The maintenance of the transportation system is a critical need that supports not only the residents but first responders to deliver their services and is a high priority in PBB.

**Carbon Neutrality Plan**

The asphalt mix design used in the overlay portion and chip seal binders for the project has recycled asphalt incorporated into the mix, thus reducing the usage of new fossil fuels.

**Regional Plan**

Transportation and Public Infrastructure - Deliver quality community assets and continue to advocate and implement a highly performing multi-model transportation system.

**Has There Been Previous Council Decision on This:**

The City of Flagstaff City Council have discussed the transportation maintenance programs and provided direction and feedback in multiple forums, such as the goal setting process, the annual budgetary process, and community service delivery expectation discussions. Clear direction has been provided to maintain our transportation system, establish asset inventory, deliver capital programs of improvement and meet the community expectations.

The CMAR Design Phase contract for this project was awarded by Flagstaff City Council at the City Council meeting on Tuesday, February 2, 2021, after Purchasing conducted a formal Request for Statements of Qualifications (RSOQ) solicitation process and recommended to City Council the award of that contract.

**Options and Alternatives:**

1. Approve the Construction Manager at Risk Construction Contract and 2021 Streets Maintenance Program GMP in the amount of $5,905,167.62 with C and E Paving & Grading, LLC as proposed; or
2. Request that the City continue to negotiate the scope of work and financial resources to a different outcome or expectation; or
3. Reject the Construction Manager at Risk Construction Contract and direct staff to pursue a different type of procurement delivery method and approach to work programming.

**Background/History:**

The City has established an annual program to maintain existing street pavements. The program includes three major elements: non-structural upgrades of asphalt overlay, minor concrete repairs, accessibility improvements including sidewalk/ramp replacement and chip sealing. The citizens of Flagstaff approved the Road Repair and Street Safety Maintenance Program (RRSS) (Prop. 406). This is a dedicated sales tax providing funding of $100 million over 20 years. The program has been aggressively addressing capital projects that have been identified to be in a high state of disrepair on the front end of the program with strong support for annual maintenance until the sales tax sunsets in 2034.

The overlay and chip seal street segments are selected after evaluation of the street condition using pavement management asset software. Each street pavement is assigned an overall condition index (OCI) based on the type and severity of the distress observed. A pavement that has no distress is given an OCI of 100. Each pavement distress such as cracking or roughness reduces the street's OCI. The street pavements are ranked by OCI and the pavements exhibiting the most severe distress are programmed for resurfacing treatments and improvements. Chip seal techniques are also used to protect recently overlaid sections to prolong the life of the asphalt surface.

The Arizona State Legislature has authorized the use of Alternative Project Delivery Methods (APDM) as a method of project delivery. Included in these delivery methods the City of Flagstaff can procure a construction team utilizing a Qualifications Based Selection process for construction services from a firm deemed most qualified to perform the work. The enabling legislation also allows for provision of multiple Guaranteed Maximum Prices (GMP) under a single procurement.

At the March 17, 2020, City Council meeting, Council approved the award of the initial Professional Engineering Design Phase Services contract for the 2020, 2021 and 2022 programs to Peak Engineering, Inc. Working collaboratively with City staff and C and E Paving and Grading, LLC, the team develops the annual program, costing evaluation, project scheduling, design document review, prioritization of roadway segments, logistics, quantity estimating, and preparation of final construction documents.

**Key Considerations:**

The past performance and delivery of the Streets maintenance programs, overlay and chip seal from C and E Paving & Grading, LLC has been excellent. The ability to prioritize the projects and have a continuous conversation with the contractor in a meaningful way has resulted in cost savings, expanded work program and good quality in a timely manner.

**Expanded Financial Considerations:**

None

**Community Benefits and Considerations:**

Proposition 406, approved in 2014, has been a significant and positive influence on this maintenance program. The community benefit of improving the overall road conditions saves countless staff hours for repair and thousands of dollars in temporary repairs and improves the overall roadway safety. The overlay and chip seal projects have been aggressive and targeted our most degraded streets. The projects can seem large in scope and they do cause some temporary disruption to our daily travel routines. Acceptance of the temporary disruption and inconvenience can be challenging but the long-term benefits, efficiencies of bundling of our improvements is good stewardship. Community notifications of construction programs are advertised and communicated via different mediums to provide general impacts and talking points as they relate to the project.

**Community Involvement:**

The community continues to support transportation related initiatives demonstrating a strong understanding of supporting a quality infrastructure. City staff often receive citizen feedback and public participation to support our efforts of core service delivery. In addition to the constant feedback, the voters approved the Road Repair Street Safety Program and the results have been positive.

**Expanded Options and Alternatives:**

1. Deny the requested action and provide direction on how to best deliver the voter approved program and dedicated funding allocation of the Streets Maintenance Overlay and Chip Seal Program 2022; or
2. Discontinue the use of the CMAR process and request that the program be procured through an alternate project delivery method.

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**Attachments:** C and E Paving Construction Agreement
Exhibit B - GMP 2022
Exhibit C - Special Provisions
Exhibit C - Plan Set

# City of Flagstaff, Arizona

# Street Maintenance Program 2021, 2022, 2023

# CONSTRUCTION MANAGER AT RISK

# CONSTRUCTION SERVICES - 2022

**PROJECT NOs. ST33214 & ST30731**

**Agreement No. 2021-30**

***MAYOR***
***PAUL DEASY***

***CITY COUNCIL***

***MIRANDA SWEET***
***ADAM SHIMONI***
***KHARA HOUSE***
***JIM MCCARTHY***
***AUSTIN ASLAN***
***REGINA SALAS***

***CITY MANAGEMENT***

***City Manager***
***Greg Clifton***

***Water Services Director***
***Vacant***

***Community Development Director***
***Dan Folke***

***Acting Public Works Director***
***Scott Overton***

***Engineering & Capital Improvements Director***
***Rick Barrett***

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## CITY OF FLAGSTAFF, ARIZONA

## STREET MAINTENANCE PROGRAM 2021, 2022, 2023

## CONSTRUCTION MANAGER AT RISK

## CONSTRUCTION SERVICES AGREEMENT - 2022

**PROJECT No. ST33214 & ST30731; Agreement No. 2021-30**

This Construction Services Agreement ("Agreement"), is made and entered into by and between the City of Flagstaff, an Arizona municipal corporation ("City"), and C and E Paving & Grading, L.L.C., an Arizona Limited Liability Company, hereinafter designated the ("Construction Manager at Risk" or CMAR) on this ___ day of _____, 20__.

## RECITALS

**A.** The City is authorized and empowered by provisions of the City Charter to execute agreements for construction services.

**B.** The City intends to construct Street Maintenance Program 2021, 2022 and 2023 CMAR – Construction Phase Services as more fully described in Exhibit "A" attached ("Project").

**C.** To undertake the construction administration of the Project the City has entered into a separate agreement with Peak Engineering, Inc. ("Design Professional.")

**D.** CMAR has represented to the City that it has the ability to provide construction services for the Project, and based on this representation, the City hereby engages CMAR to provide these services and construct the Project.

**E.** Agreement # 2021-30 has been executed previously between the City and CMAR to perform design phase services for the Project. Those services may continue during the duration of this Agreement.

***NOW THEREFORE*,** for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and CMAR as follows:

## Article 1 - Definitions

**"**Agreement" - This written document signed by the City and CMAR covering the construction phase of the Project, and including other documents itemized and referenced in, or attached to, and made part of this Agreement.

"Change Directive" - A written order prepared and signed by the City, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.

"Change Order" - A type of Contract amendment issued after execution of the Contract Documents or future GMP Amendments signed by the City and CMAR, agreeing to changes to a GMP, for substantial unanticipated alterations in the character of Work. The Change Order shall state the following: the addition, deletion or revision in the scope of Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Times or other modifications to Agreement terms.

"The City ("Owner" or "OWNER") - The City of Flagstaff, a municipal corporation, with whom CMAR has entered into this Agreement and for whom the services are to be provided pursuant to said Contact. Regulatory activities handled by the City of Flagstaff Community Development, Fire and Planning Departments or any other City Department are not subject to the responsibilities of the City under this Agreement.

**"**City's Representative" - The person designated in Subsection 8.3.1.2.

"City's Senior Representative" - The person designated in Subsection 8.3.1.1.

"CMAR" - The firm selected by the City to provide construction services as detailed in this Agreement.

"CMAR's Contingency" - A fund to cover cost growth during the Project used at the discretion of CMAR usually for costs that result from Project circumstances. The amount of CMAR's Contingency shall be negotiated as a separate line item in each GMP package. Use and management of CMAR's Contingency is described in Subsection 5.3.1.

"CMAR's Representative" - The person designated in Subsection 8.3.2.2.

"CMAR's Senior Representative" - The person designated in Subsection 8.3.2.1.

"Construction Documents" - Certain plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements or dated plans and specifications specifically identified as the "Construction Documents" herein or in an Exhibit or Addendum which is attached hereto.

"Construction Fee" - CMAR's administrative costs, home office overhead, and profit as applicable to this Project whether at CMAR's principal or branch offices.

"Contract Documents" - The following items and documents in descending order of precedence executed by the City and CMAR: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Plans and Specifications.

**"**Contract Price" - The amount or amounts set forth in Article 5.

"Contract Time" - The days, as set forth in Article 4, the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work, subject to Winter Shutdown.

"Cost of the Work" - The direct costs necessarily incurred by CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit and license fees, materials testing, and related items. The Cost of the Work shall not include CMAR's Construction Fee, General Conditions Costs, and taxes.

"Critical Path Method" - A scheduling technique used to predict project duration by analyzing which sequence of activities has the least amount of scheduling flexibility thus identifying the path (sequence) of activities which represent the longest total time required to complete the Project. Delay in completion of the identified activities shall cause a delay in achieving Substantial Completion.

**"**Day(s)" - Calendar days unless otherwise specifically noted in the Contract Documents.

"Design Phase Contract" - The agreement between the City and CMAR for Services provided by CMAR during the design phase which may include the following: design recommendations, Project scheduling, constructability reviews, alternate systems evaluation, cost estimate, Minority Business Enterprise/Woman's Business Enterprise/Small Business Enterprise **("MBE/WBE/SBE")** utilization, subcontractor bid phase services, GMP preparation and other services set forth in this Agreement or reasonably inferable therefrom.

"Design Professional" - A qualified, licensed design professional who furnishes, design**,** construction documents, and/or construction administration services required for the Project.

"Differing Site Conditions" - Concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

**"**Final Completion" - 100% completion of all construction Work noted in or reasonably inferred from the Contract Documents, including but not limited to all Punch Lists work, all record and close-out documents specified in Owner's Project specifications and Owner training/start up activities.

"Float" - The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

"General Conditions Costs" - Includes, but is not limited to the following types of costs for CMAR during the construction phase: (i) payroll costs for Project manager or CMAR for work conducted at the Site, (ii) payroll costs for the superintendent and full-time general foremen, (iii) payroll costs for other management personnel resident and working at the Site, (iv) workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), (v) costs of offices and temporary facilities setup solely for this Project including office materials, office supplies, office equipment and minor expenses, (vi) cost of utilities, fuel, sanitary facilities and telephone services at the Site, (vii) costs of liability and other applicable insurance premiums not included in labor burdens for direct labor costs, (viii) costs of bond premiums, (ix) costs of consultants not in the direct employ of CMAR or Subcontractors.

"Guaranteed Maximum Price" or "GMP" - The sum of the maximum Cost of the Work; the Construction Fee; General Conditions Costs, taxes, and CMAR's Contingency.

"GMP Plans and Specifications" - The plans and specifications upon which the Guaranteed Maximum Price proposal is based.

**"**Legal Requirements" - All applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

"Notice to Proceed" or "NTP" - The directive issued by the City, authorizing CMAR to start Work.

"Opening Physical Conditions" – The current physical conditions present on the Site as jointly documented by an inspection of the Site by City and CMAR at the Pre-construction Conference.

"Owner's Contingency" - A fund to cover cost growth during the project used at the discretion of the Owner usually for costs that result from Owner directed changes or unforeseen Site conditions. The amount of the Owner's contingency shall be set solely by the Owner and shall be in addition to the Project costs included in CMAR's GMP packages. Use and management of the Owner's contingency is described in Section 5.3.2.

"Performance Period" - The period of time allotted in the Contract Documents to complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP and shown on the Project Master Schedule.

"Payment Request" - The City form used by CMAR to request progress payments for Work in accordance with Article 7.

"Pre-construction Conference" – A Conference held between City and CMAR prior to the commencement of any Work, as scheduled by the City's Representative or designee.
"Product Data" - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by CMAR to illustrate materials or equipment for some portion of the Work.

"Project" - The work to be completed in the execution of this Agreement as amended and as described in the Recitals above and in Exhibit "A" attached.

"Project Record Documents" - The documents created pursuant to Section 2.10.

"Samples" - Physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work shall be evaluated.

"Schedule of Values" - A statement furnished by CMAR to the City's Representative for approval, reflecting the portions of the GMP allotted for the various parts of the work and used as the basis for evaluating CMAR's applications for progress payments.

"Shop Drawings" - Drawings, diagrams, schedules and other data specially prepared for the Work by CMAR or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**"**Site" - Land or premises on which the Project is located.

"Specifications" - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

"Subcontractor" - An individual or firm having a direct Agreement with CMAR or any other individual or firm having an Agreement with the aforesaid Contractors at any tier, who undertakes to perform a part of the construction phase Work for which CMAR is responsible.

"Submittals" - Documents and/or things that may be produced or presented by one party for consideration review or such other actions as may be required by this Agreement by another party, entity or person. Examples of Submittals include, but are not limited to, preliminary or evolving drafts, product data samples, etc.

"Substantial Completion" - The established date when the Work or designated portion thereof is sufficiently complete, in accordance with the Contract Documents so that the Owner may occupy the Work, or designated portion thereof, for the use for which it is intended. This may include, but is not limited to: (i) Approval by the City or State Fire Marshall and/or other state or local authorities having jurisdiction over the Work or a portion thereof (Certificate of Occupancy); (ii) all systems in place, functional, and displayed to, and accepted by, the City or it's representative; (iii) City operation and maintenance training complete; (iv) HVAC test and balance completed with reports provided to the Design Professional for review; (v) Operational and Maintenance manuals and final Project Record Documents delivered to the City or Design Professional for review.

"Supplier" - A manufacturer, fabricator, supplier, distributor, material man or vendor having a direct agreement with CMAR or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.

"Winter Shutdown" – The period of time typically including December through March during which no Work will be performed by any person or entity (including but not limited to the CMAR) on the Project and CMAR shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the City reserves the right to initiate and terminate a Winter Shutdown at the City's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the City despite delays, *for any reason,* on the Project.

"Work" - The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

## Article 2 - CMAR's Services and Responsibilities

**2.0** CMAR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work for the construction of the Project, and to completely and totally construct the same and install the material therein for the City. All Work shall be performed in a good and workmanlike and substantial manner and within the care and skill of a qualified CMAR in Flagstaff, Arizona. The Work shall be to the satisfaction of the City and strictly pursuant to and in conformity with the Project's Contract Documents. It is not required that the services be performed in the sequence in which they are described.

**2.1 General Services**

**2.1.1.** CMAR's Representative shall be reasonably available to the City and shall have the necessary expertise and experience required to supervise the Work. CMAR's Representative shall communicate regularly with the City but not less than once a week and shall be vested with the authority to act on behalf of CMAR. CMAR's Representative may be replaced only with the written consent of the City.

**2.2 Government Approvals and Permits**

**2.2.1** Unless otherwise provided, CMAR shall obtain all applicable and/or necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. CMAR is specifically reminded of the need to obtain the applicable and/or necessary environmental permits or file the applicable and/or necessary environmental notices.

**2.2.2** Copies of the permits and notices listed in Subsection 2.2.1 above must be provided to the City's Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the City's Representative. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements.

**2.2.3** City shall be responsible for City of Flagstaff review and permit(s) fees for building and demolition permits. City shall also pay review fees for grading and drainage, water, sewer, and landscaping. City shall also pay for utility design fees for permanent services.

**2.2.4** CMAR shall be responsible for all other permits and review fees not specifically listed in Subsection 2.2.3 above.

**2.2.5** CMAR is responsible for the cost of water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until Substantial Completion of the Project. Arrangements for construction water are CMAR‘s responsibility.

**2.3 Pre-construction Conference**

**2.3.1** Prior to the commencement of any Work, the City’s Representative or designee shall schedule and conduct a Preconstruction Conference.

At the Pre-Construction Conference, City and CMAR shall document the Opening Physical Conditions of the Site as jointly documented by an inspection of the Site by City and CMAR at the Pre-Construction.

**2.3.2** The purpose of this conference is to establish a working relationship between CMAR, utility firms, and various City agencies. The agenda shall include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, the level of Project Record Documents required and emergency telephone numbers for all representatives involved in the course of construction.

**2.3.3** The Notice to Proceed date shall be concurred with by the parties or set by the City at the Preconstruction Conference. After the meeting and upon receipt of a signed Agreement and delivery of the required bonds and insurance in a City approved format, a Notice to Proceed letter shall be issued confirming the construction start date, Performance Period and if applicable, the Substantial Completion date. If a Substantial Completion date is established the conditions of the Substantial Completion shall be listed and/or as set forth in Article 1 herein. Failure by CMAR to provide the properly executed bond and insurance forms in a timely manner may delay the construction start date; however, it shall not alter the proposed Substantial Completion date nor be a basis for any time extension request or other claims.

**2.3.4** CMAR shall provide a Schedule of Values based on the categories used in the buyout of the Work but not greater than the approved GMP and identifying CMAR’s Contingency. The Schedule of Values shall subdivide the Work into all items comprising the Work. The Schedule of Values shall contain sufficient detail to identify each individual element of the Work and shall relate to the approved GMP Schedule. The Schedule of Values shall be subject to approval by the City’s representative.

**2.3.5** Minimum attendance by CMAR shall be CMAR’s Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and CMAR's safety officer.

**2.4 Control of the Work**

**2.4.1** Unless otherwise provided in the Contract Documents to be the responsibility of the City or a separate Contractor, CMAR shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit CMAR to complete the Work consistent with the Contract Documents.

**2.4.2** CMAR shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. CMAR shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

**2.4.3** CMAR's Representative or CMAR's Superintendent shall be present at the Site at all times that construction activities are taking place.

**2.4.3.1** All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

**2.4.3.2** In the event of noncompliance with this Section, the City may require CMAR to stop or suspend the Work in whole or in part.

**2.4.4** Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is CMAR's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer.

**2.4.5** Before ordering materials or doing work, CMAR and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation shall be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences which may be found shall be submitted to the City for resolution before proceeding with the Work.

**2.4.6** CMAR shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to CMAR with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once.

**2.4.7** CMAR shall establish and maintain all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a civil engineer or surveyor licensed as such in the State of Arizona.

**2.4.8** Any person employed by CMAR or any Subcontractor who, in the opinion of the City, does not perform his or her work in a proper, skillful, and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Work by CMAR or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the City. CMAR or Subcontractor shall hold the City harmless from damages or claims which may occur in the enforcement of this Section.

**2.4.9** CMAR assumes responsibility to the City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

**2.4.10** CMAR shall coordinate the activities of all Subcontractors. If the City performs other work on the Project or at the Site with separate contractors under the City's control, CMAR agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

## 2.5 Control of the Work Site

**2.5.1** Throughout all phases of construction, including suspension of Work, CMAR shall keep the Site reasonably free from debris, trash and construction wastes to permit CMAR to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CMAR shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit the City to occupy the Project or

a portion of the Project for its intended use.

**2.5.2** CMAR shall take whatever steps, procedures or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City and in accordance with the requirements of the Arizona Department of Environmental Quality rules and regulations.

**2.5.3** CMAR shall maintain ADA, ADAAG and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA, ADAAG and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. CMAR shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.

**2.5.4** Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by CMAR. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of CMAR.

**2.6 Shop Drawings, Product Data and Samples**

**2.6.1** Shop Drawings, Product Data, Samples and similar Submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which Submittals are required, the way CMAR proposes to conform to the information given and the design concept expressed in the Contract Documents.

**2.6.2** CMAR shall review, approve, verify, and submit to the City five copies of each Shop Drawing, Product Data, Sample, and similar Submittals required by the Contract Documents in accordance with the approved GMP schedule as shown in Exhibit “B” as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by CMAR, which are not required by the Contract Documents, may be returned without action.

**2.6.3** CMAR shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar Submittals until the respective submittal has been approved by the City or City’s designee. Such Work shall be in accordance with approved Submittals.

**2.6.4** By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar Submittals, CMAR represents that CMAR has determined and verified materials, field measurements and field construction criteria related thereto, or shall do so, and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

**2.6.5** CMAR shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City 's approval of Shop Drawings, Product Data, Samples or similar Submittals unless CMAR has specifically informed the City in writing of such deviation at the time of submittal and the City has given written approval to the specific deviation. CMAR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar Submittals by the City’s approval thereof.

**2.6.6** CMAR shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar Submittals, to revisions other than those requested by the City on previous Submittals.

**2.6.7** Informational Submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.

**2.6.8** When professional certification of performance criteria of materials, systems or equipment is

required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

## 2.7 Quality Control, Testing and Inspection

**2.7.1** All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

**2.7.2** All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner.

**2.7.3** The procedures and methods used to sample and test material shall be determined by the City. Unless otherwise specified, samples and tests shall be made in accordance with the most recently adopted edition of the City of Flagstaff Engineering Division Design and Construction Standards and Specifications.

**2.7.4** The City shall select a City or Independent Testing Laboratory and shall pay for initial City Acceptance Testing.

**2.7.4.1** When the first and/or subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance and the cost of all tests, except the first test, shall be paid for by CMAR. CMAR's Contingency cannot be utilized for the cost of re-testing.

**2.7.4.2** When the first and/or subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

**2.7.5** CMAR shall cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

**2.7.6** At the option of the City, materials may be approved at the source of supply before delivery is started.

**2.7.7** Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by CMAR, unless otherwise provided in the Contract Documents.

**2.7.8** CMAR's convenience and quality control testing and inspections shall be the sole responsibility of CMAR and paid by CMAR.

## 2.8 Trade Names and Substitutions

**2.8.1** Unless indicated that no substitutions are permitted, CMAR may request a substitution or alternative to Contract Document references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number, subject to the following:

**2.8.2** The substitution shall be submitted by CMAR in writing to the City.

**2.8.3** CMAR shall certify that the substitution shall perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

**2.8.4** The submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution.

**2.8.5** The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time created by the substitution.

**2.8.6** CMAR if requested by the City shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

**2.8.7** The City shall make the final decision and shall notify CMAR in writing as to whether the substitution has been accepted or rejected.

**2.8.8** If the City does not respond in a timely manner, CMAR shall continue to perform the Work in accordance with the Contract Documents and the substitution shall be considered rejected.

**2.9 Project Record Documents**

**2.9.1** During the construction period, CMAR shall maintain at the Site a set of blueline or blackline prints of the Construction Document drawings and shop drawings for Project Record Document purposes.

**2.9.1.1** CMAR shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. CMAR shall give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings
- Depths of foundations below first floor
- Locations and depths of underground utilities
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order, Change Order Directive, Field Order, Record of Field Change, ASI's and RFI's.
- Addenda and other details not on original Agreement Drawings.

**2.9.1.2** CMAR shall mark completely and accurately Project Record Drawing prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location.

**2.9.1.3** CMAR shall mark Project Record Drawings sets with red erasable colored pencil.

**2.9.1.4** CMAR shall note RFI Numbers, ASI Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

**2.9.1.5** CMAR shall, as a condition of Substantial Completion, submit Project Record Drawing prints and Shop Drawings to the City or its representative for review and comment.

**2.9.2** Upon receipt of the reviewed Project Record Drawings from the City, CMAR shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the City within 14 Days:

**2.9.2.1** CMAR shall provide a complete set of electronic Project Record Drawings prepared in AutoCAD format compatible with City of Flagstaff CADD technology. The Design Professional shall provide files of the original Construction Documents to CMAR for the use of preparing these final Project Record Drawings or CMAR may contract with the Design Professional to revise and update the electronic drawing files. Each drawing shall be clearly marked with "As-Built Document."

**2.9.2.2** CMAR shall provide a complete set of reproducible mylars from the final AutoCAD drawings.

**2.9.2.3** CMAR shall provide the original copy of the Project Record Drawings (redline mark-ups).

**2.10 Project Safety**

**2.10.1** CMAR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

**2.10.2** CMAR assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

**2.10.3** CMAR shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, CMAR's Safety Representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.

**2.10.4** The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with CMAR's personnel, Subcontractors and others as applicable.

**2.10.5** CMAR and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement.

**2.10.6** CMAR shall immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

**2.10.7** CMAR's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

**2.11 Warranty**

**2.11.1** CMAR warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

**2.11.2** CMAR's warranty obligation shall be for one (1) year, except for such greater period as may be required by the technical specifications.

**2.11.3** Nothing in this warranty is intended to limit any manufacturer's warranty which provides The City with greater warranty rights than set forth in this Section or the Contract Documents. CMAR shall provide City with all manufacturers' warranties upon Substantial Completion.

**2.11.4** Nothing in this warranty is intended to limit any other remedy at law that may be available to the City.

**2.12 Correction of Defective Work**

**2.12.1** CMAR agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.12 above, within a period of one (1) year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents, or as may be available to the City by law. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work not in accordance with the Contract Documents.

**2.12.2** During the performance of the Work, CMAR shall take meaningful steps to commence correction of such nonconforming Work as notified by the City or as discovered by CMAR. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps during the performance of the Work, City, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that City shall commence correction of such nonconforming Work with its own forces.

**2.12.3** CMAR shall, take meaningful steps to commence correction of nonconforming Work subject to Section 2.12 and/or Section 2.13.1 above, within seven (7) days of receipt of written notice from City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps within such seven-day period, City, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that City shall commence correction of such nonconforming Work with its own forces. 2.12.4 If City does perform such corrective Work, CMAR shall be responsible for all reasonable costs incurred by City in performing such correction.

**2.12.4** For nonconforming Work that creates an emergency requiring an immediate response, CMAR shall respond and initiate corrections within twenty-four hours.

**2.12.5** The one-year period referenced in Subsection 2.13.1 above applies only to CMAR's obligation to correct nonconforming Work relative to the warranty set forth in that section and is not intended to constitute a period of limitations for any other rights or remedies the City may have regarding CMAR's other obligations under the Contract Documents or as may be allowed by law.

## Article 3 - The City's Services and Responsibilities

**3.1 Duty to Cooperate**.

**3.1.1** City shall, throughout the performance of the Work, cooperate with CMAR and perform its responsibilities, obligations and services in a timely manner to facilitate CMAR's timely and efficient performance of the Work and so as not to delay or interfere with CMAR's performance of its obligations under the Contract Documents.

**3.1.2** City shall furnish at CMAR's request, at no cost to CMAR, a CADD file of the Construction Documents in AutoCAD format compatible with the City of Flagstaff CADD technology.

**3.2 The City's Representative**

**3.2.1** City's Representative shall be responsible for providing City (as defined in Article I) supplied information and approvals in a timely manner to permit CMAR to fulfill its obligations under the Contract Documents.

**3.2.2** City's Representative shall also provide CMAR with prompt notice if City's Representative observes any failure on the part of CMAR to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.

**3.2.3** The City may utilize field inspectors to assist the City's Representative during construction in observing performance of CMAR. The inspector is for the purpose of assisting the City's Representative and should not be confused with an inspector with a City regulatory department.

**3.2.3.1** The field inspector shall be authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.

**3.2.3.2** The field inspector shall not be authorized to issue instructions contrary to the Construction Documents or to act as foreman for CMAR.

**3.2.3.3** The field inspector shall have the authority to reject work or materials until any questions at issue can be decided by the City's Representative.

**3.2.3.4** The furnishing of such services for the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for CMAR's failure to perform the work in accordance with Contract Documents.

**3.3 Design Professional Services**

**3.3.1** The City may contract separately with one or more Design Professionals to provide construction administration of the Project. The Design Professional's Agreement as well as other firms hired by the City shall be available for review by CMAR. CMAR shall not have any right however, to limit or restrict any contract provisions and/or modifications that are mutually acceptable to the City and Design Professional.

**3.3.2** The City may contract with the Design Professional to provide some or all of the following services during the performance of the Work.

**3.3.2.1** Provide oversight of the Work. The City and CMAR shall endeavor to communicate through the Design Professional. Communications by and with the Design Professional's consultants shall be through the Design Professional.

**3.3.2.2** Conduct Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional shall keep the City informed of progress of the Work and any noted defects and deficiencies of the Work, and shall endeavor to guard the City against defects and deficiencies in the Work. The Design Professional may have authority to reject construction, which does not conform to the Construction Documents and to require additional inspection or testing of the construction in accordance with Section 2.7.

**3.3.2.3** Review and recommend approval of Payment Requests.

**3.3.2.4** Review and approve or take other appropriate action upon CMAR's Submittals such as Shop Drawings, Product Data and Samples in accordance with Section 2.6.

**3.3.2.5** Interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the City or CMAR. The Design Professional's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

**3.3.2.6** Prepare Change Orders, and may authorize minor changes in the Work as provided in Section 6.6.1.

**3.3.2.7** Conduct inspections to determine Substantial Completion and Final Acceptance.

**3.3.2.8** Receive and forward to the City for the City's review and records written warranties and related documents required by the Contract Documents and assembled by CMAR.

**3.4** **City's Separate Contractors**. City is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with CMAR in order to enable CMAR to timely complete the Work consistent with the Contract Documents.

**3.5 Permit Review and Inspections**

**3.5.1** If requested by CMAR, the City's Representative shall provide assistance and guidance in obtaining necessary reviews, permits and inspections, however, the responsibility for obtaining the necessary reviews, permits and inspections remains with CMAR.

**3.5.2** Regulating agencies of the City, such as Community Development, Fire, Planning, Building Inspection, Environmental Services, and Engineering Departments, enforce Legal Requirements. These enforcement activities are not subject to the responsibilities of the City under this Agreement.

## Article 4 - Contract Time

**4.0 Contract Time.**

**4.0.1** Contract Time shall start with the Notice to Proceed ("NTP") with construction services and shall end with Substantial Completion.

**4.0.2** Where there is more than one GMP, each GMP shall establish a separate NTP date and a Performance Period. The Performance Periods for individual GMPs may be sequential or concurrent as established in the individual Notices to Proceed. The Performance Period for the GMP under this Agreement shall be 365 days starting with the NTP.

**4.0.3** CMAR agrees that it shall commence timely performance of the Work and shall achieve substantial completion within the Performance Periods and Contract Time.

**4.0.4** All of the times set forth in this Article 4 shall be subject to adjustment in accordance with Article 6.

**4.0.5** Time is of the essence, for times and time matters set forth in Article 4 and the rest of this Agreement.

Pursuant to Section 9.3 below, if, in the sole discretion of the Capital Improvements Department of the City of Flagstaff, the Project is not at Substantial Completion prior to the advent of adverse weather conditions, a Winter Shutdown shall occur during which no Work will be performed by any person or entity (including but not limited to the CMAR) on the Project and CMAR shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the City reserves the right to initiate and terminate a Winter Shutdown at the City's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the City despite delays, *for any reason,* on the Project.

**4.1 Substantial Completion**

**4.1.1** Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter or as may be mutually agreed by the parties in writing. Substantial Completion shall be in accordance with its definition in Article 1 and with the criteria set forth in the Notice to Proceed.

**4.1.2** Prior to notifying the City in accordance to Section 4.1.3 below, CMAR shall inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. CMAR shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of CMAR to complete all Work in accorda*nce with the C*ontract Document**s.**

**4.1.3** CMAR shall notify City when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.

**4.1.4** Within five (5) days of City's receipt of CMAR's notice, the City and CMAR shall jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

**4.1.5** If such Work is substantially complete, City shall prepare and issue a Certificate of Substantial Completion that shall set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed within thirty (30) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing City's and CMAR's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

**4.1.6** City, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 4.1.5 above, (ii) CMAR and City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) City and CMAR agree that City's use or occupancy shall not interfere with CMAR's completion of the remaining Work.

**4.2 Final Completion**. Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance, City and CMAR shall jointly inspect to verify that the remaining items of Work have been completed as set forth in Section 4.1.5. The City shall issue a Final Completion Letter and payment pursuant to Section 7.5.

**4.3 Liquidated Damages**

**4.3.1** CMAR understands that if Substantial Completion is not attained within the Contract Time as adjusted, the City shall suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Substantial Completion is not attained within the Contract Time as adjusted, CMAR shall pay the City $1,070.00 (to be determined on an agreement by agreement basis) per day as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

**4.3.2** CMAR understands that if Final Completion is not attained within the Contract Time as adjusted, the City shall suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Final Completion is not attained within the Contract Time as adjusted, CMAR shall pay the City $1,070.00 (to be determined on an agreement by agreement basis) per day as liquidated damages for each Day that Final Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

**4.4 Project Master Schedule**

**4.4.1** The Project Master Schedule approved as part of a GMP shall be updated and maintained throughout the Work by CMAR.

**4.4.2** The Project Master Schedule shall be revised by CMAR as required by conditions and progress of the Work, but such revisions shall not relieve CMAR of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.

**4.4.3** Updated Project Master Schedules shall be submitted monthly by CMAR to the City as part of the Payment Request.

**4.4.3.1** CMAR shall provide City with a monthly status report with each Project Master Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the GMP and within the Contract Time.

**4.4.3.2** With each schedule submittal CMAR shall include a transmittal letter including the following:

- Description of problem tasks (referenced to field instructions, requests for information ("RFI's"), as appropriate.
- Current and anticipated delays including:
  - Cause of the delay
  - Corrective action and schedule adjustments to correct the delay
  - Known or potential impact of the delay on other activities, milestones, and/or the date of Substantial Completion
- Changes in construction sequence
- Pending items and status thereof including but not limited to:
  - Time Extension requests
  - Other items
- Substantial Completion date status:
  - If ahead of schedule, the number of calendar days ahead
  - If behind schedule, the number of calendar days behind
- Other project or scheduling concerns

**4.4.4** City's review of and response to the Project Master Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve CMAR from compliance with the requirements of the Contract Documents or be construed as relieving CMAR of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

**4.4.5** The Project Master Schedule shall include a Critical Path Method ("CPM") diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

**4.4.5.1** The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

**4.4.5.2** The CPM diagram schedule shall indicate all relationships between activities.

**4.4.5.3** The activities making up the schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.

**4.4.5.4** The CPM diagram schedule shall be based upon activities, which would coincide with the Schedule of Values.

**4.4.5.5** The CPM diagram schedule shall show all Submittals associated with each work activity and the review time for each submittal.

**4.4.5.6** The schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with CMAR activities.

**4.4.5.7** The schedule shall include a critical path activity that reflects anticipated weather delay during the performance of the Agreement. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data shall be based on the information set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

**4.4.6** The Project Master Schedule shall consider the City's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

**4.4.7** Float time shall be as prescribed below:

**4.4.7.1** The total Float within the overall schedule, is not for the exclusive use of either the City or CMAR, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet Agreement milestones and the Project completion date.

**4.4.7.2** CMAR shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions shall be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date and then only if any such extensions or damages are shown to be justified under the Contract Documents.

**4.4.7.3** Since Float time within the schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path Submittals returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to CMAR, etc.). In such an event, CMAR shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

## Article 5- Contract Price

**5.0.1** CMAR agrees at his own cost and expense, to completely construct and install all Work and materials as called for by this Agreement, free and clear of all claims, liens and charges whatsoever, in the manner and under the conditions specified in the Contract Documents, within the time or times stated in the approved GMP.

### 5.1 Contract Price

**5.1.1** The Contract Price shall be as approved in the Guaranteed Maximum Price Proposal attached as Exhibit "B" and an amount of **$5,705,167.62** with an additional **$200,000.00** allowed for Owner's Contingency for a total contract price of **$5,905,167.62**.

**5.1.2** The Cost of the Work is actual costs and is a not-to-exceed reimbursable amount.

**5.1.3** The General Conditions Costs will be included in the GMP as a not to exceed amount and paid for on actual costs based on submitted and approved invoices. The Construction Fee will be paid as a firm lump sum.

**5.1.4** Taxes are deemed to include all sales, use consumer and other taxes, which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective, or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

### 5.2 Guaranteed Maximum Price

**5.2.1** The Guaranteed Maximum Price is composed of the maximum Cost of the Work; the Construction Fee; General Conditions Costs; taxes; and, CMAR's contingency all of which are not-to-exceed cost reimbursable or lump sum amounts defined in Articles 5.1 and 5.3. CMAR is at risk to cover any additional Project costs. If the Cost of Work amount, set forth in the GMP, is in excess of the actual Cost of Work and/or CMAR's Contingency, said amount by which the Cost of Work set forth in the GMP is in excess of the actual Cost of Work and/or CMAR's Contingency, shall revert to the City.

**5.2.2** The GMP is subject to adjustments made in accordance with Article 6 and by GMP amendments to this Agreement.

**5.2.3** GMP amendments are cumulative except for CMAR's Contingency. The amount of CMAR's Contingency for each GMP shall be negotiated separately.

**5.2.4** If the GMP requires an adjustment due to changes in the scope of the Work the cost of such changes is determined subject to Article 6. The markups that may be allowed on such changes shall be no greater than the markups delineated in the approved GMP.

### 5.3 Contingencies

**5.3.1** CMAR's Contingency is an amount CMAR may use at its sole discretion for, an increase in the Cost of Work, and may use for increases in General Conditions Costs with written approval of

the City. CMAR's Contingency is assumed to be a direct Project cost and all applicable markups shall be applied at the time of GMP submission.

**5.3.2** When CMAR utilizes CMAR's Contingency funds, CMAR shall make the appropriate changes to the Schedule of Values with the next regular progress payment request. CMAR shall deduct the amount of CMAR's Contingency funds used from CMAR's Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If CMAR's contingency funds are used for a new line item that was not given with the original Schedule of Values, these shall be so indicated.

**5.3.3** Owner's Contingency are funds to be used at the sole discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen Site conditions. Owner's Contingency shall be added to the GMP amount provided by CMAR, the sum of which shall be the full Contract Price for construction. At the time that Owner's Contingency is used the appropriate markups shall be applied.

**5.4** **Open Book.** CMAR shall submit to the City upon request all payrolls, reports, estimates, records and any other data concerning the Work performed or to be performed or concerning materials supplied or to be supplied, as well as Subcontractor or Consultant payment applications or invoices and such Subcontractor's or Consultant progress payment checks. The requirements of this Section shall be included in all Agreements between CMAR and its Subcontractors and Consultants. The City may exercise its rights under this Section as often as reasonably necessary in the City's sole judgment to assure the City has a complete and accurate understanding of all Project costs.

**Upon project closeout and immediately prior to the release of final payment, the CMAR shall provide to the City a Final Cost Report detailing all Project costs for each division of work with supporting documentation for materials, labor, equipment and other appurtenant items.**

## Article 6 - Changes to the Contract Price and Time

**6.0 Delays to the Work**

**6.0.1** If CMAR is delayed in the performance of the Work that shall cause a change in the date of Substantial Completion due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own, or, those for whom CMAR is responsible, the Contract Times for performance shall be reasonably extended by Change Order. However, the City and the CMAR must agree on the determination of whether acts, omissions, conditions, events, or circumstances are actually beyond the CMARs control and/or whether they are due to no fault of the CMAR, or those for whom CMAR is responsible; if the City and the CMAR do not agree, then an independent third party, selected by both parties, shall make the determination of whether acts, omissions, conditions, events, or circumstances are actually beyond the CMARs control and/or whether they are due to no fault of the CMAR, or those for whom CMAR is responsible.

**6.0.2** CMAR shall request an increase in the Contract Time by written notice including an estimate of probable effect of delay on progress of the Work within three (3) days of the occurrence of the delay. In the case of a continuing delay only one request is necessary.

**6.0.3** By way of example, events that shall entitle CMAR to an extension of the Contract Time include acts or omissions of City or anyone under City's control (including separate Contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics

abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

**6.0.4** If adverse weather conditions are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled Substantial Completion. All terms, conditions and definitions necessary for the application of this paragraph shall be as set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

**6.0.5** It is understood, however, that permitting CMAR to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.

**6.0.6** In addition to CMAR's right to a time extension for those events set forth in this Section, CMAR shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in this Section that are beyond the control of both CMAR and City, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God and shall not be adjusted absent a showing of actual damage.

**6.1 Differing Site Conditions**

**6.1.1** If CMAR encounters a Differing Site Condition, CMAR shall be entitled to an adjustment in the Contract Price and/or Contract Times to the extent CMAR's cost and/or time of performance are actually adversely impacted by the Differing Site Condition.

**6.1.2** Upon encountering a Differing Site Condition, CMAR shall provide prompt written notice to City of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. CMAR shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

**6.2 Errors, Discrepancies and Omissions**

**6.2.1** If CMAR observes errors, discrepancies or omissions in the Contract Documents, CMAR shall promptly notify the Design Professional and request clarification.

**6.2.2** If CMAR proceeds with the Work affected by such errors, discrepancies or omissions, without receiving such clarifications, CMAR does so at its own risk. Adjustments involving such circumstances made by CMAR prior to clarification by the Design Professional shall be at CMAR's risk.

**6.3 The City Requested Change in Work**

**6.3.1** The City reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the City's best interest.

**6.3.2** Such alterations and changes shall not invalidate this Agreement nor release the surety and CMAR agrees to perform the Work as altered, the same as if it has been a part of the original Contract Documents.

**6.3.3** The City shall request a proposal for a change in Work from CMAR, and an adjustment in the Contract Price and/or Contract Times shall be made based on a mutual agreed upon cost and time.

**6.4** **Legal Requirements**. The Contract Price and/or Contract Times shall be adjusted to compensate CMAR for the effects of any changes in the Legal Requirements enacted after the date of their Agreement or the date of the GMP, affecting the performance of the Work

**6.5 Change Directives and Change Orders**

**6.5.1** City and CMAR shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Directive if any adjustments are appropriate. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

**6.5.2** All changes in Work authorized by Change Directives and/or Change Orders shall be performed under the conditions of the Contract Documents.

**6.6 Minor Changes in the Work**

**6.6.1** The City has authority to order minor changes in Work that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Such changes shall be affected by written order and shall be binding on the City and CMAR. CMAR shall carry out such written orders promptly.

**6.6.2** CMAR may make minor changes in Work, provided, however that CMAR shall promptly inform City, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by CMAR.

**6.6.3** Minor changes in Work shall not involve an adjustment in the Contract Price and/or Contract Times.

**6.7 Contract Price Adjustments**

**6.7.1** The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

**6.7.1.1** Unit prices set forth in this Agreement or as subsequently agreed to between the parties;

**6.7.1.2** A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by City; and

**6.7.1.3** Costs, fees and any other markups.

**6.7.2** The markups that shall be allowed on such changes shall be no greater than the markups delineated in the approved GMP as shown on Exhibit “B”.

**6.7.3** If an increase or decrease cannot be agreed to as set forth in Sections 6.7.1.1 through 6.7.1.3 above and City issues a Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in their Agreement. CMAR shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

**6.7.4** If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices shall cause substantial inequity to City or CMAR because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

**6.7.5** If City and CMAR disagree upon whether CMAR is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of Work or proposed changes to the Work, City and CMAR shall resolve the disagreement pursuant to Article 8 hereof.

**6.7.5.1** As part of the negotiation process, CMAR shall furnish City with a good faith estimate of the costs to perform the disputed services in accordance with City's interpretations.

**6.7.5.2** If the parties are unable to agree and City expects CMAR to perform the services in accordance with City's interpretations, CMAR shall proceed to perform the disputed services, conditioned upon City issuing a written order to CMAR (i) directing CMAR to proceed and (ii) specifying City's interpretation of the services that are to be performed.

**6.7.6** **Emergencies**. In any emergency affecting the safety of persons and/or property, CMAR shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Section shall be determined as provided in this Article.

**6.7.7** **Force Majeure.** The parties acknowledge that there may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in temporary delay or permanent shut down of the work that is the subject of this Contract, as set forth in Exhibit B. This may be caused by such things as stay-at-home orders, loss of labor force, supply chain delays, and other impediments to timely delivery of the Contract.

The parties agree that there will be no claims arising from a temporary delay or permanent shut down caused by the events described above and that the City will pay no additional costs incurred as a result of such events.

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

## Article 7- Procedure for Payment

**7.0** For and in consideration of the faithful performance of the Work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the City and to the City's satisfaction, the City agrees to pay CMAR the actual Cost of the Work and any applicable General Conditions Costs including, insurance and bonding, taxes and CMAR's Construction Fee, but no more than the GMP as adjusted by any change orders. Payment for the specific Work under this Agreement shall be made in accordance with payment provisions detailed below.

**7.1 GMP Payment Request**

**7.1.1** At the pre-construction conference prescribed in Section 2.4, CMAR shall submit for City's review and approval a Schedule of Values. The Schedule of Values shall serve as the basis for monthly progress payments made to CMAR throughout the Work.

**7.1.2** At least five (5) working days prior to the date established for a Payment Request, CMAR shall submit an updated Project Master Schedule and meet with the City's Representative to review the progress of the Work as it shall be reflected on the Payment Request.

**7.1.3** The Payment Request shall constitute CMAR's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request, and that title to all Work shall pass to City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project.

The Payment Request shall include, at a minimum:

1. Monthly Executive summary detailing work completed during the pay period, a statement addressing the project budget and schedule and the items of work anticipated for the upcoming pay period
2. Current critical path schedule
3. Pay application cover sheet, detailed schedule of values and conditional lien waivers upon release of progress payment
4. Subcontractor and Supplier invoices and conditional lien waivers for current pay period
5. General Conditions invoices for current pay period
6. Daily Reports for current pay period
7. Weekly reports for current pay period
8. Project meeting minutes for current pay period
9. Certified payroll reports- alphabetical by subcontractor (when required for Davis Bacon projects)

**7.1.4** The Payment Request may request payment for stored equipment and materials if construction progress is in reasonable conformance with the approved schedule.

**7.1.4.1** For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and City shall receive the equipment and materials free and clear of all liens and encumbrances.

**7.1.4.2** For materials and equipment stored off the Site, the City must approve the storage. The material and equipment must be stored within Coconino County or other Sites as may be approved and be accessible for City's inspection. CMAR must establish City title to such materials and equipment or otherwise protect the City's interest and shall include applicable insurance, bonding, storage and transportation to the Site.

**7.1.4.3** All bonds and insurance required for stored materials shall name the City as the loss payee to the extent of its interest in the stored materials.

**7.1.5** CMAR shall submit to City on a monthly basis either on the first of the month for payment on the 15th or on the 19th of the month for payment on the 30th or 31st. If the payment date is on a Saturday, payment shall be on Friday. If the payment date is on a Sunday, payment shall be on Monday.

**7.2 Payment of GMP**

**7.2.1** City shall make payment in accordance with A.R.S. §34-607. Payment shall be made no later than fourteen (14) days after the Payment Request is certified and approved, but in each case less the total of payments previously made, and less amounts properly retained under Section 7.3 below.

**7.2.2** City shall pay CMAR all amounts properly due. If City determines that CMAR is not entitled to all or part of a Payment Request, it shall notify CMAR in writing within (7) days after the date Payment Request is received by the City. The notice shall indicate the specific amounts City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CMAR shall take to rectify City's concerns. CMAR and City shall attempt to resolve

City's concerns. If the parties cannot resolve such concerns, CMAR may pursue its rights under the Contract Documents, including those under Article 8 hereof.

**7.3 Retention of GMP**

**7.3.1** City shall retain ten percent (10%) of each Payment Request amount provided. When fifty percent (50%) of the Work has been completed by CMAR, upon request of CMAR, City may reduce the amount retained to five percent (5%) from CMAR's subsequent Payment Requests if CMAR's performance of Work has been satisfactory.

**7.3.2** In lieu of retention, CMAR may provide as a substitute, an assignment of time certificates of deposit (CDs) from a bank licensed by the State of Arizona, securities of or guaranteed by the United States of America, securities of counties, municipalities and school districts within the State of Arizona or shares of savings and loan institutions authorized to transact business in Arizona.

**7.3.2.1** CDs assigned to the City must be maintained at the City's single servicing bank, in the form of time deposit receipt accounts.

**7.3.2.2** Securities deposited in lieu of retention must be deposited into a separate account with a bank within the State of Arizona.

**7.3.2.3** CDs and Securities shall be assigned exclusively for the benefit of the City of Flagstaff pursuant to the City's form of Escrow Agreement. Escrow Agreement forms may be obtained from the Purchasing Department by contacting Matt Luhman, Purchasing Manager.

**7.4 Substantial Completion**. Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, City shall release to CMAR all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount up to two and one-half (2.5) times the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

**7.5 Final Payment**

**7.5.1** After receipt of a final Payment Request, City shall make final payment within sixty (60) days after receipt by the City, provided that CMAR has completed all of the Work in conformance with the Contract Documents and a Final Completion Letter has been issued by the City.

**7.5.2** At the time of submission of its final Payment Request, CMAR shall provide the following information:

**7.5.2.1** An affidavit affirming that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which shall in any way affect City's interests;

**7.5.2.2** A general release executed by CMAR waiving, upon receipt of final payment by CMAR, all claims, except those claims previously made in writing to City and remaining unsettled at the time of final payment; and

**7.5.2.3** Consent of CMAR's surety, if any, to final payment.

## 7.6 Payments To Subcontractors or Suppliers

**7.6.1** CMAR shall pay its Subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the City. CMAR shall pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to CMAR shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. CMAR shall pay Subcontractors or suppliers the reduced retention within fourteen (14) calendar days of the payment of the reduction of the retention to CMAR. No agreement between CMAR and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein.

**7.6.2** If CMAR fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and CMAR agrees that the City may take such actions:

**7.6.2.1** Hold CMAR in default under this Agreement;

**7.6.2.2** Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;

**7.6.2.3** Reject all future offers to perform work for the City from CMAR for a period not to exceed one (1) year from Substantial Completion date of this Project; or

**7.6.2.4** Terminate this Agreement.

**7.6.3** If CMAR's payment to a Subcontractor or supplier is in dispute, it shall act in compliance with A.R.S. § 32-1129.02(D) and related statutes as amended, and shall further hold the City harmless from any ensuing damages, claims or costs.

**7.6.4** Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

**7.6.5** CMAR shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

## 7.7 Record Keeping and Finance Controls

**7.7.1** Records of CMAR's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CMAR shall be kept on a generally recognized accounting basis and shall be available for three (3) years after Final Completion of the Project.

**7.7.2** The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders.

**7.7.3** The City reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of CMAR's records, the audit discloses CMAR has provided false, misleading, or inaccurate cost and pricing data.

**7.7.4** CMAR shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

**7.7.5** The City reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in Subconsultant's and Subcontractor's Agreements, and one or more Subconsultants and/or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

**7.7.6** Records and Retention Requirements: The City and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine CMAR's records related to this Agreement. CMAR shall comply with the City of Flagstaff's records retention policy. This record retention requirement shall remain in effect following expiration of the Agreement or termination of the Agreement by either Party.

## Article 8- Claims and Disputes

**8.0 Requests for Agreement Adjustments and Relief.**

**8.0.1** If either CMAR or City believes that it is entitled to relief against the other for any event arising out of or related to Work, such party shall provide written notice to the other party of the basis for its claim for relief.

**8.0.2** Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.

**8.0.3** In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed fourteen (14) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.

**8.0.4** Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

**8.1 Dispute Avoidance and Resolution**

**8.1.1** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CMAR and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

**8.1.2** CMAR and City shall first attempt to resolve disputes or disagreements at the field level through discussions between CMAR's Representative and City's Representative.

**8.1.3** If a dispute or disagreement cannot be resolved through CMAR's Representative and City's Representative, CMAR's Senior Representative and City's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties shall exchange relevant information that shall assist the parties in resolving their dispute or disagreement.

**8.1.4** Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement shall be filed in the Coconino County Superior Court and Arizona law shall apply and control. In the event any action at law or in

equity is instituted between the parties in connection with this Agreement, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

**8.2** **Duty to Continue Performance**. Unless provided to the contrary in the Contract Documents, CMAR shall continue to perform the Work and City shall continue to satisfy its payment obligations to CMAR, pending the final resolution of any dispute or disagreement between CMAR and City.

**8.3 Representatives of the Parties**

**8.3.1 The City's Representatives**

**8.3.1.1** City designates the individual listed below or his designee as its Senior Representative ("City's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 8.1.3:

Scott Overton, Division/Department Head
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2107
scott.overton@flagstaffaz.gov

**8.3.1.2** City designates the individual listed below as its City's Representative, which individual has the authority and responsibility set forth in Section 8.1.2:

Adam Miele, Project Manager
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 226-2108
amiele@flagstaffaz.gov

**8.3.2 CMAR's Representatives**

**8.3.2.1** CMAR designates the individual listed below as its Senior Representative ("CMAR's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 8.1.3:

Harvey K. Heckethorn (Corkey), President
C and E Paving & Grading, L.L.C.
P.O. Box 551
Flagstaff, Arizona 86002
candepaving@aol.com

**8.3.2.2** CMAR designates the individual listed below as its CMAR's Representative, which individual has the authority and responsibility set forth in Section 8.1.2:

Harvey K. Heckethorn (Corkey), President
C and E Paving & Grading, L.L.C.
P.O. Box 551
Flagstaff, Arizona 86002
candepaving@aol.com

## Article 9 – Suspension and Termination

**9.0 City's Right to Stop Work**

**9.0.1** City may, at its discretion and without cause, order CMAR in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

**9.0.2** CMAR may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by City.

**9.1 Termination for Convenience**

**9.1.1** The City may terminate this Agreement at any time for any reason by giving at least thirty (30) days written notice to the CMAR. In such event, City shall pay CMAR only the direct value of its completed Work and materials supplied as of the date of termination. CMAR shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead.

**9.1.2** If the City suspends the Work for one hundred eighty-one (181) consecutive days or more, such suspension shall be deemed a termination for convenience.

**9.1.3** Upon such notice of termination for convenience, CMAR shall proceed with the following obligations:

**9.1.3.1** Stop Work as specified in the notice.

**9.1.3.2** Place no further subcontracts or orders.

**9.1.3.3** Terminate all subcontracts to the extent they relate to the Work terminated. CMAR shall ensure that all subcontracts contain this same termination for convenience provision set forth in Section 9.1 et seq.

**9.1.3.4** At the City's sole discretion and if requested in writing by the City, assign to the City all rights, title and interest of CMAR under the subcontracts subject to termination.

**9.1.3.5** Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of CMAR and in which the City has or may acquire an interest.

**9.1.4** CMAR shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

**9.1.5** The City shall pay CMAR the following:

**9.1.5.1** The direct value of its completed Work and materials supplied as of the date of termination.

**9.1.5.2** The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from CMAR's failure to perform as required under this Agreement.

**9.1.5.3** CMAR shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that CMAR would have sustained a loss on the entire Work had they been completed, CMAR shall not be allowed profit and the

City shall reduce the settlement to reflect the indicated rate of loss.

**9.1.6** CMAR shall maintain all records and documents for three (3) years after final settlement. These records shall be maintained and subject to auditing as prescribed in Section 7.7.

**9.2 The City's Right to Perform and Terminate for Cause**

**9.2.1** If the City provides CMAR with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and CMAR fails to comply in a time frame specified, the City may have work accomplished by other sources at CMAR's sole expense.

**9.2.2** If CMAR persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Subsections 9.2.3 and 9.2.4 below.

**9.2.3** Upon the occurrence of an event set forth in Subsection 9.2.2 above, City may provide written notice to CMAR that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of CMAR's receipt of such notice.

**9.2.3.1** If CMAR fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to CMAR of its intent to terminate within an additional seven (7) day period.

**9.2.3.2** If CMAR, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then City may declare this Agreement terminated for default by providing written notice to CMAR of such declaration.

**9.2.4** Upon declaring this Agreement terminated pursuant to Subsection 9.2.3.2 above, City may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which CMAR hereby transfers, assigns and conveys to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

**9.2.5** In the event of such termination, CMAR shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, CMAR shall only be entitled to be paid for Work performed and accepted by the City prior to its default.

**9.2.6** If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CMAR shall be obligated to pay the difference to City. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by City in connection with the reprocurement and defense of claims arising from CMAR's default.

**9.2.7** If City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of Section 9.1.

**9.3 Maintenance During Winter Shutdown of Work; Snow Removal**

**9.3.1 The Capital Improvement Department of the** City of Flagstaff retains the right to declare a Winter Shutdown when, in the opinion of the City, it would be unreasonable to continue Work due to adverse weather conditions. The Winter Shutdown determination is at the sole discretion of the City. If Work has been suspended due to winter weather, the CMAR shall be responsible for maintenance and protection of the improvements and of partially completed portions of the Work until final acceptance of the project. Winter Shutdown shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, the CMAR is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the repairs and/or maintenance and deduct the cost from monies due or become due to the CMAR.

**9.3.2** The City shall provide snow removal operations on active traffic lanes only. All other snow removal and maintenance operations shall be the responsibility of the Contractor. All cost associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations.

9.3.3 Upon termination of the Winter Shutdown by the City, the CMAR shall have the right to complete the Work and the Project.

9.3.4 The CMAR shall be solely responsible for any and all costs incurred either as a direct or indirect result of a Winter Shutdown, and shall hold the City harmless from the same.

## Article 10 - Insurance and Bonds

**10.0 Insurance Requirements**

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

**10.0.2** The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

**10.0.3** The City in no way warrants that the minimum limits contained herein are sufficient to protect CMAR from liabilities that might arise out of the performance of the work under this Agreement by CMAR, its agents, representatives, employees, or subcontractors. CMAR is free to purchase such additional insurance as may be determined necessary.

**10.1 Minimum Scope and Limits of Insurance**. CMAR shall provide coverage with limits of liability not less than those stated below:

**10.1.1** Commercial General Liability – Occurrence Form

| | |
|---|---|
| • General Aggregate/for this Project | $2,000,000/$1,000,000 |
| • Products – Completed Operations Aggregate | $1,000,000 |
| • Each Occurrence | $1,000,000 |

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR."**

**Additional Insured Status.** The insurance coverage, except Workers' Compensation, required by this Agreement, shall name the CITY, its agents, representatives, directors, officials, employees, and officers, as additional insured AND be accompanied by the required endorsement. Such evidence of additional insured status shall be subject to the approval of the Risk Management Department of the City of Flagstaff. The absence of acceptable insurance and endorsement shall be deemed a breach of this agreement.

**10.1.2** Automobile Liability **-** Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

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

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR, including automobiles owned, leased, hired or borrowed by CMAR."**

**10.1.3** Worker's Compensation: The CMAR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes.

**10.1.4** **Builders' Risk Insurance or Installation Floater $5,905,167.62.** Which is an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

**10.1.4.1** The City of Flagstaff, CMAR, Subcontractors, Design Professional and Design Professional's consultant and any others with an insurable interest in the Work shall be **Named Insureds** on the policy**.**

**10.1.4.2** Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement**.

**10.1.4.3** Coverage shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or, (ii) until no person or entity, other than the City of Flagstaff, has an insurable interest in the property required to be covered.

**10.1.4.4** Coverage shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

**10.1.4.5** CMAR shall provide coverage from the time any covered property becomes the responsibility of CMAR, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation Site, or awaiting installation, whether on or off Site.

**10.1.4.6** Coverage shall contain a **waiver of subrogation** against the City of Flagstaff.

**10.1.4.7** CMAR is responsible for the payment of all policy deductibles.

10.1.5 Umbrella/Excess Liability Insurance not less than $2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability as required above.

**10.2** **Additional Insurance Requirements.** The policies shall include, or be endorsed to include, the following provisions:

**10.2.1** The City, its officers, officials, agents, employees and volunteers shall be additional insured to the full limits of liability purchased by CMAR even if those limits of liability are in excess of those required by this Agreement.

**10.2.2** CMAR's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

**10.2.3** Coverage provided by CMAR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

**10.2.4** The policies shall contain a Waiver of Subrogation against the City, its officers, officials, agents, and employees for losses arising from work performed by the CMAR for the City.

**10.3** **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to the City Purchasing Department, attention Matt Luhman, Purchasing Manager, and shall be sent by certified mail, return receipt requested.

**10.4** **Acceptability of Insurers.** Insurance is to be placed with insurers who are duly licensed companies in the State of Arizona with an "A.M. Best" rating of A-7, or as approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect CMAR from potential insurer insolvency.

**10.5 Verification Of Coverage**

**10.5.1** CMAR shall furnish the City with Certificates of Insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

**10.5.2** All Certificates of Insurance and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of Work under this Agreement and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

**10.5.3** All Certificates of Insurance required by this Agreement shall be sent directly to City's Purchasing Department, attention Matt Luhman, Purchasing Manager. The City project/contract number and project description shall be noted on the Certificate of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

**10.5.4 If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the City's requirements, the CMAR must:**

**Submit a current Certificate of Insurance (dated within fifteen (15) days of the payment request submittal) with each payment request form. The payment request shall be rejected if the Certificate of Insurance is not submitted with the payment request.**

**10.6** **Subcontractors.** CMAR's Certificate(s) of Insurance shall include all Subcontractors as additional insureds under its policies. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

**10.7** **Approval.** Any modification or variation from the insurance requirements in this Agreement shall be made by the City Attorney's Office, whose decision shall be final. Such action shall not require a formal contract amendment, but may be made by administrative action.

**10.8 Bonds and Other Performance Security.**

**10.8.1** Prior to execution of this Agreement, CMAR shall provide a performance bond and a labor and materials bond, each in an amount equal to the full amount of the GMP.

**10.8.2** Each such bond shall be executed by a surety company, or companies, holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two (2) years prior to the execution of this Agreement.

**10.8.3** The bonds shall be made payable and acceptable to the City of Flagstaff.

**10.8.4** The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in Arizona, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

**10.8.4.1** If one Power of Attorney is submitted, it shall be for twice the total GMP amount.

**10.8.4.2** If two Powers of Attorney are submitted, each shall be for the total GMP amount. Personal or individual bonds are not acceptable.

**10.8.5** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, CMAR shall promptly furnish a copy of the bonds or shall permit a copy to be made.

**10.8.6** All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of "A-,7, or better for the prior four quarters" by the A.M. Best Company.

## Article 11 - Indemnification

**11.1 CMAR's Liability and Indemnification.**

**11.1.1** To the fullest extent permitted by law, CMAR shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent, reckless, or intentional acts, errors, mistakes, omissions, work or services of CMAR, its employees, agents, or any tier of subcontractors in the performance of this Agreement. CMAR's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of CMAR or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services CMAR may be legally liable.

The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnity in this paragraph.

## Article 12 – General Provisions

**12.1 Contract Documents**

**12.1.1** Contract Documents are as defined in Article 1. This Agreement, Plans, Standard Specifications and Details, Special Provisions, Addenda (if any) dated N/A and used as the basis for the Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Proposal, as accepted by the Mayor and Council per Council Minutes 18th day of May, 2021, Performance Bond, Payment Bond, Certificates of Insurance, Construction Documents and Change Orders (if any) are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

**12.1.2** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

**12.1.3** In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definition of Contract Documents in Article 1.

**12.1.3.1** On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.

**12.1.3.2** Specifications take precedence over Plans.

**12.1.3.3** In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Design Phase Agreement, the Contract Documents take precedence over the Design Phase Agreement

**12.1.4** The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

**12.1.5** The Contract Documents form the entire agreement between City and CMAR and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

**12.2 Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

**12.3 Time is of the Essence.** City and CMAR mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

**12.4 Mutual Obligations.** City and CMAR commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

**12.5 Cooperation and Further Documentation.** CMAR agrees to provide the City such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.

**12.6 Assignment.** CMAR shall not, without the written consent of the City, assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents. Notwithstanding the City's consent to assignment, CMAR as Assignor,

and the Assignee shall both remain liable under all rights, obligations, terms, and conditions of this Agreement.

**12.7 Successorship.** CMAR and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

**12.8 Third Party Beneficiary.** Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the City and CMAR, and all duties and responsibilities undertaken pursuant to the Contract Documents shall be for the sole and exclusive benefit of City and CMAR and not for the benefit of any other party.

**12.9 Governing Law.** This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed, in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in the Superior Court, Coconino County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

**12.10 Severability.** If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

**12.11 Compliance with All Laws.** CMAR will comply with all applicable Federal, State, County and City laws, regulations and policies. CMAR understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. CMAR agrees to comply with these laws in performing the Contract Documents and to permit the City to verify such compliance.

**12.12 Legal Requirements.** CMAR shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

**12.13 Construction Documents.** It is not CMAR's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if CMAR recognizes that portions of the Construction Documents are at variance therewith, CMAR shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency.

**12.14 Independent Contractor.** CMAR is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct CMAR as to the details of accomplishing the Work or to exercise a measure of control over the Work means that CMAR shall follow the wishes of the City as to the results of the Work only. These results shall comply with all applicable laws and ordinances.

**12.15 The City's Right of Cancellation.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

**12.16 Survival.** All warranties, representations and indemnifications by CMAR shall survive the completion or termination of this Agreement.

**12.17 Covenant against Contingent Fees**. CMAR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of City has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City shall have the right to annul this Agreement without

liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

**12.18** **No Waiver.** The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

**12.19** **Notice.**

**12.19.1** Many notices or demands required to be given, pursuant to the terms of this Agreement, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below ***and*** to legal counsel for the party to whom the notice is being given.

to CMAR:

Harvey K. Heckethorn (Corkey), President
C and E Paving & Grading, L.L.C.
P.O. Box 551
Flagstaff, Arizona 86002
candepaving@aol.com

to City:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Patrick Brown, Purchasing Director
Phone: (928) 213-2277
pbrown@flagstaffaz.gov

With a copy to:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Adam Miele, Project Manager
Phone: (928) 213-2108
amiele@flagstaffaz.gov

Design Professional:

Julie Leid
Peak Engineering, Inc.
110 North Agassiz
Flagstaff, Arizona 86001
julie@peakegr.com

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

**12.19.2** Notices Related to Payment, Securities-in-lieu, Bonds. Any notice, request, instruction or other document to be given under this Agreement by any party to any other party related to payment, securities-in-lieu, bonds or other instrument securing the performance of this Agreement, including but not limited to, bid bonds, performance bonds, payment bonds or letters of credit, shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to Contractor:

Harvey K. Heckethorn (Corkey), President
C and E Paving & Grading, L.L.C.
P.O. Box 551
Flagstaff, Arizona 86002
candepaving@aol.com

to City:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Patrick Brown, Purchasing Director
Phone: (928) 213-2277
pbrown@flagstaffaz.gov

With copies to:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Adam Miele, Project Manager
Phone: (928) 213-2108
amiele@flagstaffaz.gov

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

**12.20 Confidentiality of Plans and Specifications**

**12.20.1** Any plans or specifications regarding this Project shall be for official use only. CMAR shall not share them with others except as required to fulfill the obligations of this Agreement with the City.

**12.20.2** All Record Documents, Shop Drawings and other plans or drawings prepared or submitted by CMAR shall include the following language: “These plans are for official use only and may not be shared with others except as required to fulfill the obligations of the Street Maintenance Program 2011 Project Agreement with the City of Flagstaff.”

**12.21 CMAR and Subcontractor Employee Security Inquiries.** The parties acknowledge that security measures required in this Section are necessary in order to preserve and protect the public health, safety and welfare. In addition to the specific measures set forth below, CMAR shall take such other measures, as it deems reasonable and necessary to further preserve and protect the public health, safety and welfare.

**12.21.1 Security Inquiries.** CMAR acknowledges that all of the employees that it provides pursuant to this Agreement shall be subject to background and security checks and screening ("Security Inquiries"). CMAR shall perform all such security inquiries and shall make the results available to City for all employees considered for performing work (including supervision and oversight) under this Agreement. City may make further security inquiries. Whether or not further security inquires are made by City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by CMAR for performing work under this Agreement. Employees rejected by City for performing services under this Agreement may still be engaged by CMAR for other work not involving the City. An employee rejected for work under this Agreement shall not be proposed to perform work under other City Agreements or engagements without City's prior approval.

**12.21.2 Criteria for Evaluating Security Inquiries.** Once formally adopted by City, criteria for excluding an individual from performing work under this Agreement shall be communicated by City to CMAR and used by CMAR as a factor in making its decision. Prior to such adoption, CMAR shall use its best judgment in making its decision using, among other criteria, applicable law, administrative regulations of federal, state and local agencies concerned with work performed under this Agreement, specific local concerns that deal with the specific work and work location(s) of the Project, and standards used by City in evaluating its own personnel.

**12.21.3 Additional City Rights Regarding Security Inquiries.** In addition to the foregoing, City reserves the right to: (1) have an employee/prospective employee of CMAR be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of CMAR 's employees and/or prospective employees; and, (4) object, at any time and for any reason, to an employee of CMAR performing work (including supervision and oversight) under this Agreement.

**12.21.4 Background and Security-Contracts and Subcontracts.** CMAR shall include the security inquiry terms of this Section for employee background and security checks and screening in all contracts and subcontracts for work performed under this Agreement, including supervision and oversight.

**12.21.5 Materiality of Security Inquiry Provisions.** The security inquiry provisions of this Agreement, as set forth above, are material to City 's entry into this Agreement and any breach thereof by CMAR may, at City's sole and unfettered discretion, be considered to be a breach of contract of sufficient magnitude to terminate this Agreement. Such termination shall subject CMAR to liability for its breach of this Agreement.

**12.22 Hazardous Materials**

**12.22.1** Unless included in the Work, if CMAR encounters material on the Site which it reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by applicable law, it shall immediately stop work and report the condition to the City.

**12.22.2** If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by applicable law, CMAR shall not resume work in the affected area until the material has been abated or rendered harmless. CMAR and the City may agree, in writing, to continue work in non-affected areas on the Site.

**12.22.3** An extension of Contract Time may be granted in accordance with Article 6.

**12.22.4** CMAR shall comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

**12.23** **Computer Systems.** CMAR shall warrant fault-free performance in the processing of date and date-related data including, but not limited to calculating, comparing, and sequencing by all equipment and software products, individually and in combination, from the commencement of the Work. Fault-free performance shall include the manipulation of data when dates are in the 20th or 21st centuries and shall be transparent to the user. Failure to comply with "Year 2000" requirements shall be considered a breach of this Agreement.

**12.24** **Traffic Control.** CMAR shall comply with all provisions of the latest version of the Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical specifications.

**THE CITY OF FLAGSTAFF, ARIZONA**

Street Maintenance Program 2021, 2022, 2023

Project No. ST33214 & ST30731, Agreement No. 2021-30

IN WITNESS WHEREOF, two (2) identical counterparts of this Agreement each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

CMAR agrees that this Agreement, as awarded, is for the stated Work and understands that payment for the total Work shall be made on the basis of the indicated amount(s), per the terms and conditions of this Agreement.

Guaranteed Maximum Price

**(Five million nine hundred five thousand one hundred sixty-seven dollars and sixty-two cents)**

**$5,905,167.62**

THE CITY OF FLAGSTAFF, ARIZONA

By:_____
Greg Clifton, City Manager

C AND E PAVING & GRADING, L.L.C.

By:_____

Title:_____

(Corporate Seal)

ATTEST:

_____
City Clerk

_____
ATTEST: (Signature and Title)

APPROVED AS TO FORM:

_____
City Attorney

## EXHIBIT A - PROJECT DESCRIPTION

The general project scope includes the following work:

The Street Maintenance Program includes street overlay, chip seal, micro seal and crack sealing construction to preserve and maintain existing asphalt street and parking lot pavements. The contract work also includes removal and replacement of curb returns and sidewalks at many locations on the streets overlaid to bring these streets into compliance with the Americans with Disabilities Act ("ADA"). Traffic signal detection modifications may be required where the work disturbs existing detection equipment. Utility adjustments and pavement marking are also included in the work.

The overlay streets are selected after evaluation of the street condition using pavement management software owned by the Owner. One half of the City street pavements are evaluated and ranked each year. Each street pavement is assigned an overall condition index ("OCI") based on the type and severity of the distress observed. A pavement that has no distress is given an OCI of 100. Each pavement distress such as cracking or roughness reduces the street's OCI. The street pavements are ranked by OCI and the pavements exhibiting the most severe distress are programmed for resurfacing with asphaltic concrete overlays as budget allows.

The goal of the Street Maintenance Program is to use the available funds in the most efficient manner to lengthen the service life of the City street pavements and avoid costly pavement reconstruction. The ADA improvements provide improved access for disabled citizens and visitors along existing streets and provide compliance with Federal requirements.

The Street Maintenance Program provides surface treatments as required to preserve and maintain pavement condition on the 664 lane miles of City streets. The ADA improvements provide improved access for disabled citizens and visitors along existing streets and provide compliance with Federal requirements.

Contractors will have civil construction challenges typical to Flagstaff. The successful contractor/firm/team selected for this project is expected to have significant demonstrated experience in both the type of work required and constructing facilities in colder, high altitude climates with a limited construction season.

# EXHIBIT B – APPROVED GMP PROPOSAL

**See attachment to contract (separate file)**

# EXHIBIT C – TECHNICAL SPECIFICATIONS

**See attachment to contract (separate file)**

Plan Sets 1 of 2
Plan Sets 2 of 2

# GMP SUMMARY 2022

# STREET MAINTENANCE PROGRAM

PROJECT NO: 01-22001

# GMP SUMMARY

| | |
|---|---|
| PROJECT NAME: | City of Flagstaff Street Maintenance Program 2022 |
| PROJECT NUMBER: | 01-22001 |
| LAST UPDATED: | 6/8/2022 |
| OWNER(S): | City of Flagstaff |
| BILLNG ADDRESS: | 211 West Aspen Avenue |
| JOB SITE ADDRESS: | various locations - |
| OWNER PHONE: | (928) 779-7685 |

C and E
PAVING & GRADING L.L.C.

| GMP SUMMARY | | | | | |
|---|---|---|---|---|---|
| A | COST OF THE WORK (LABOR, MATERIALS, EQUIPMENT) | | | | $4,450,922.24 |
| B | CM@RISK'S CONTINGENCY | | | | $100,000.00 |
| | INDIRECT COSTS | | | RATE | $4,550,922.24 |
| C | CONSTRUCTION FEE | | | 4.8% | $273,848.05 |
| D | GENERAL CONDITIONS | | | 9.8% | $559,106.43 |
| | D1 | PAYMENT AND PERFORMANCE BOND | $35,828.45 | 0.628% | |
| | D2 | INSURANCE | $70,744.08 | 1.24% | |
| E | SALES TAX | | (9.181) | .05631577 | $321,290.92 |
| | | | F. TOTAL GMP | | $5,705,167.62 |
| | | | G. OWNER'S CONTINGENCY | | $200,000.00 |
| | | | H. CONTRACT AMOUNT | | $5,905,167.62 |

CITY OF FLAGSTAFF
GENERAL CONDITIONS ESTIMATE

| | |
|---|---|
| PROJECT NAME: | City of Flagstaff Street Maintenance Program - 2022 |
| PROJECT NUMBER: | 01-22001 |
| LAST UPDATED: | 6/8/2022 |
| OWNER(S): | City of Flagstaff |
| BILLNG ADDRESS: | 211 West Aspen Avenue |
| JOB SITE ADDRESS: | various locations |
| OWNER PHONE: | (928) 779-7685 |

C and E
PAVING & GRADING L.L.C.

| PHASE # | | CATEGORY DESCRIPTION | NOTES / SCOPE | BUDGET |
|---|---|---|---|---|
| General Requirements | | | | |
| 1 | | VEHICLE / FUEL ALLOWANCE | | $74,403.31 |
| 1 | | PROJECT MANAGER | | $100,274.60 |
| 1 | | SUPERINTENDENT | | $81,455.60 |
| 1 | | OFFICE PERSONNEL | | $13,862.00 |
| 1 | | OFFICE SUPPLIES AND EQUIPMENT | | $4,031.00 |
| 1 | | SITE MECHANIC & SERVICE TRUCK | | $47,113.00 |
| 1 | | TEMP SANITARY FACILITIES | | $2,280.00 |
| 1 | | ADDITIONAL PUBLIC NOTICES AND DELIVERY/ LIME / CONCRETE PLASTIC | | $6,060.00 |
| | | SURVEY | | $3,280.00 |
| 1 | | MOBILIZATION | | $48,459.79 |
| 1 | | WARRANTY RESERVE | 1.25% OF PROJECT | $71,314.60 |
| 1 | | GL INSURANCE | 1.24% OF PROJECT | $70,744.08 |
| 1 | | PERFORMANCE BOND | .0062827% OF PROJECT | $35,828.45 |
| | | | | |
| TOTAL | | | | $559,106.43 |

# COST SCHEDULE OF VALUES

## 2022 COF STREETS

*OVERLAY and CHIP SEAL* — *Schedule of Values*

| NO. | DESCRIPTION | QUANTITY | UNIT | UNIT COST | COST |
|---|---|---|---|---|---|
| 1 | CRACK SEALING ( CHIP SEAL STRTEETS + MILL & OVERLAY STREETS ) | 31.0 | T | $3,950.00 | $122,450.00 |
| 2 | MILL & FILL LARGE THERMAL CRACK ( 2 inch depth and 2 feet wide )INSTALL ASPHALT INTO MILLED AREAS | 8,159.0 | LF | $17.70 | $144,414.30 |
| 3 | BITUMINOUS MATERIAL (CRS-2P) | 114.0 | T | $792.50 | $90,345.00 |
| 4 | COVER MATERIAL (CM-11) | 1,094.6 | T | $87.00 | $95,230.20 |
| 5 | LOWER MANHOLE FRAME & COVER FOR MILLING OPERATIONS | 17.0 | EA | $423.25 | $7,195.25 |
| 6 | LOWER SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES FOR MILLING OPERATIONS | 1.0 | EA | $423.25 | $423.25 |
| 7 | LOWER WATER VALVE BOX FOR MILLING OPERATION | 40.0 | EA | $423.25 | $16,930.00 |
| 8 | REMOVE AND REPLACE PAVEMENT (4" AC/6" ABC [C-3/4"]) PATCH REBUILD / PATCH - INCLUDES REMOVALS | 4,044.8 | SY | $78.00 | $315,494.40 |
| 9 | REMOVE AND REPLACE CONCRETE APRON & VALLEY GUTTER | 418.0 | SF | $33.10 | $13,835.80 |
| 10 | REMOVE AND REPLACE CONCRETE DRIVEWAY 8" PCC (INCLUDING. 6"ABC) | 3,178.0 | SF | $33.15 | $105,350.70 |
| 11 | REMOVE AND REPLACE CURB AND GUTTER (ROLL- INCLUDING 3" ABC) | 611.0 | LF | $45.45 | $27,769.95 |
| 12 | REMOVE AND REPLACE CURB AND GUTTER (VERTICAL-INCLUDING. 3"ABC) | 908.0 | LF | $50.60 | $45,944.80 |
| 13 | REMOVE AND REPLACE CURB IN APRON | 447.0 | LF | $58.00 | $25,926.00 |
| 14 | REMOVE AND REPLACE SCUPPER | 1.0 | EA | $10,185.00 | $10,185.00 |
| 15 | REMOVE AND REPLACE SIDEWALK (INCLUDING 3"ABC) | 2,840.0 | SF | $12.80 | $36,352.00 |
| 16 | INFILL SIDEWALK-NEW 5' CONCRETE SIDEWALK 4" PCC/3" ABC, INCLUDES CLEAR & GRUB & LANDSCAPE MATCHBACK | 9,000.0 | SF | $14.60 | $131,400.00 |
| 17 | REMOVE AND DISPOSE OVER SIZED CONCRETE MANHOLE COLLAR | 10.0 | EA | $302.50 | $3,025.00 |
| 18 | REMOVE AND DISPOSE OF OVERSIZED CONCRETE VALVE CAN COLLAR | 10.0 | EA | $302.50 | $3,025.00 |
| 19 | REMOVE RAMP & INSTALL DETECTABLE WARNING (RETROFIT DOMES) INCLUDING 3" ABC | 44.0 | EA | $2,523.00 | $111,012.00 |
| 20 | REMOVE RAMP & INSTALL DETECTABLE WARNING (PARALLEL RAMP AND DOMES) INCLUDING 3" ABC | 8.0 | EA | $3,055.00 | $24,440.00 |
| 21 | PAVEMENT MILLING | 46,038.1 | SY | $3.10 | $142,718.11 |
| 22 | TACK COAT (SS-1H) | 10.00 | T | $1,400.00 | $14,000.00 |
| 23 | MODIFIED ASPHALTIC CONCRETE (1/2" MIX) | 2,966.90 | T | $142.60 | $423,079.94 |
| 24 | MODIFIED ASPHALTIC CONCRETE (3/4" MIX) -2" DEPTH-WALGREENS (INDUSTRIAL TO TRUCK ENTRANCE) | 432.20 | T | $130.00 | $56,186.00 |
| 25 | ADJUST MANHOLE FRAME & COVER (CITY DTL. 9-03-062) | 14.0 | EA | $658.50 | $9,219.00 |
| 26 | ADJUST WATER VALVE FRAME & COVER TO FINISHED GRADE (REMOVE,REPLACE WITH NEW HARDWARE TO NUT) | 41.0 | EA | $945.00 | $38,745.00 |
| 27 | ADJUST SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES (CITY DTL. 9-03-062) | 2.0 | EA | $628.00 | $1,256.00 |
| 28 | ADJUST METER BOX IN SIDEWALK | 1.0 | EA | $500.00 | $500.00 |
| 29 | REMOVE AND REPLACE SURVEY MONUMENTS | 15.0 | EA | $344.00 | $5,160.00 |
| 30 | TRAFFIC CONTROL | 1.0 | LS | $368,876.00 | $368,876.00 |
| 31 | CONSTRUCTION SURVEY | 1.0 | LS | $11,800.00 | $11,800.00 |
| 32 | STRIPING AND MARKING | 1.0 | LS | $63,884.50 | $63,884.50 |
| 33 | STEVANNA-REMOVE AND REPLACE PAVEMENT (4" AC/8'ABC[C-3/4"]) REBUILD-INCLUDES REMOVALS | 4,772.0 | SY | $53.00 | $252,916.00 |
| 34 | GRANDVIEW-REMOVE AND REPLACE PAVEMENT (4" AC/8"ABC[C-3/4"]) REBUILD-INCLUDES REMOVALS | 5,059.0 | SY | $53.10 | $268,632.90 |
| 35 | SUBGRADE STABILIZATION-OVER EXCAVATE AND ISTALL 12" ABC ON BIAXIAL GEOGRID | 4,672.0 | SY | $42.20 | $197,158.40 |
| 36 | LA QUINTA CUL-DE-SAC - R / R PAVEMENT(4"AC/8"ABC [C 3/4] ) REBUILD INCLUDES REMOVALS | 697.0 | SY | $80.00 | $55,760.00 |

| TOTAL COST= | $3,240,640.50 |
|---|---|

## 2022 COF STREETS

*INFILL CONCRETE* — *Schedule of Values*

| NO. | DESCRIPTION | QUANTITY | UNIT | UNIT COST | COST |
|---|---|---|---|---|---|
| 40 | REMOVE & DISPOSE TREE | 6.0 | EA | $700.00 | $4,200.00 |
| 41 | CLEAR AND GRUB | 1.0 | LS | $27,835.00 | $27,835.00 |
| 42 | SIDEWALK (4" PCC/3" ABC) | 15,101.0 | SF | $15.00 | $226,515.00 |
| 43 | ADOT SIDEWALK (4" PCC/3" ABC) | 3,633.0 | SF | $16.00 | $58,128.00 |
| 44 | SIDEWALK BUMPOUT | 1.0 | EA | $2,660.00 | $2,660.00 |
| 45 | SIDEWALK BUMP-IN | 1.0 | EA | $2,660.00 | $2,660.00 |
| 46 | SIDEWALK TERMINATION | 10.0 | EA | $200.00 | $2,000.00 |
| 47 | CONCRETE THICKENED EDGE | 211.0 | LF | $27.50 | $5,802.50 |
| 48 | CONCRETE TURNDOWN | 1,041.0 | LF | $28.60 | $29,772.60 |
| 49 | TYPE 'A' CURB & GUTTER (MAG 220) | 1,786.0 | LF | $41.40 | $73,940.40 |
| 50 | TYPE 'D' CURB & GUTTER (MAG 220) | 111.0 | LF | $39.35 | $4,367.85 |
| 51 | TYPE 'D' CURB & GUTTER (ADOT C-05.10) | 422.0 | LF | $59.40 | $25,066.80 |
| 52 | 6" INTEGRAL CURB | 152.0 | LF | $42.00 | $6,384.00 |
| 53 | CURB RAMP (MAG 238-1) | 10.0 | EA | $3,055.00 | $30,550.00 |
| 54 | PERPENDICULAR CURB RAMP (MAG 238-1) | 1.0 | EA | $3,055.00 | $3,055.00 |
| 55 | PARALLEL CURB RAMP (MAG 238-3) | 1.0 | EA | $8,680.00 | $8,680.00 |
| 56 | TYPE 'A' CURB RAMP (ADOT C-05.30) | 2.0 | EA | $9,430.00 | $18,860.00 |
| 57 | DRIVEWAY WITH 3' SIDEWALK (MAG 250-2) | 2,897.0 | SF | $30.20 | $87,489.40 |
| 58 | COMMERCIAL DRIVEWAY WITH 3' SIDEWALK (MAG 250-2) | 1,318.0 | SF | $32.00 | $42,176.00 |
| 59 | ALLEY DRIVEWAY ENTRANCE (MAG 262) | 260.0 | SF | $32.00 | $8,320.00 |
| 60 | ADOT DRIVEWAY w/DETACHED SIDEWALK (ADOT C-05.20) | 399.0 | SF | $32.00 | $12,768.00 |
| 61 | ADA DRIVEWAY RETROFIT | 147.0 | SF | $43.00 | $6,321.00 |
| 62 | ASPHALT DRIVEWAY MATCHUP | 379.00 | SY | $56.00 | $21,224.00 |
| 63 | CONCRETE DRIVEWAY MATCHUP | 1,998.00 | SF | $26.60 | $53,146.80 |
| 64 | ROADWAY ASPHALT MATCHUP PATCH | 999.00 | SY | $56.30 | $56,243.70 |
| 65 | REINSTALL SIGN ON NEW POST & FOOTING (ADOT S-3) | 11.00 | EA | $280.00 | $3,080.00 |
| 66 | SALVAGE AND REINSTALL MAILBOX ON NEW POST | 12.0 | EA | $300.00 | $3,600.00 |
| 67 | RELOCATE FIRE HYDRANTRE | 2.0 | EA | $20,000.00 | $40,000.00 |
| 68 | LOCATE STREET LIGHT | 3.0 | EA | $20,000.00 | $60,000.00 |
| 69 | TYPE 'G' CATCH BASIN (MAG 537) | 1.0 | EA | $9,750.00 | $9,750.00 |
| 70 | METAL SCUPPER (MAG 203) | 1.0 | EA | $10,685.00 | $10,685.00 |
| 71 | MANHOLE ADJUSTMENT (MAG 422-1) | 1.0 | EA | $20,000.00 | $20,000.00 |
| 72 | GUARDRAIL PER ADOT STANDARD DETAIL C-10.04) | 211.0 | LF | $94.79 | $20,000.69 |
| 73 | INFILL SIDWALK (STRUCTURAL RETAINING WALL, GUARD RAIL, CATCHBASIN, ECT.) | 1.0 | LS | $20,000.00 | $20,000.00 |
| 74 | INFILL CONSTRUCTION SURVEY | 1.0 | LS | $20,000.00 | $20,000.00 |
| 75 | INFILL TRAFFIC CONTROL | 1.0 | LS | $185,000.00 | $185,000.00 |
| | | | | | |

| TOTAL COST= | $1,210,281.74 |
|---|---|

| BID NO. | BID ITEM | DESCRIPTION | FORECAST QUANTITIES | UNIT | UNIT COST | UNIT COST FORECAST | TOTAL COST FORECAST |
|---|---|---|---|---|---|---|---|
| 1 | CRACK SEALING ( CHIP SEAL STRTEETS + MILL & OVERLAY STREETS ) | SUBCONTRACTOR | 31.0 | T | $3,900.00 | $120,900.00 | |
| | | MATERIALS | | | | $0.00 | |
| | | EQUIPMENT | | | | $0.00 | |
| | | LABOR | | | $50.00 | $1,550.00 | |
| | | | 31.0 | T | $3,950.00 | Total: | $122,450.00 |
| 2 | MILL & FILL LARGE THERMAL CRACK ( 2 inch depth and 2 feet wide )INSTALL ASPHALT INTO MILLED AREAS | SUBCONTRACTOR | 8,159.0 | LF | $0.00 | $0.00 | |
| | | MATERIALS | | | $3.25 | $26,516.75 | |
| | | EQUIPMENT | | | $8.23 | $67,148.57 | |
| | | LABOR | | | $6.22 | $50,748.98 | |
| | | | 8159.0 | LF | $17.70 | Total: | $144,414.30 |
| 3 | BITUMINOUS MATERIAL (CRS-2P) | SUBCONTRACTOR | 114.0 | T | $99.00 | $11,286.00 | |
| | | MATERIALS | | | $526.00 | $59,964.00 | |
| | | EQUIPMENT | | | $0.00 | $0.00 | |
| | | LABOR | | | $167.50 | $19,095.00 | |
| | | | 114.0 | T | $792.50 | Total: | $90,345.00 |
| 4 | COVER MATERIAL (CM-11) | SUBCONTRACTOR | 1094.6 | T | $0.00 | $0.00 | |
| | | MATERIALS | | | $44.00 | $48,162.40 | |
| | | EQUIPMENT | | | $31.00 | $33,932.60 | |
| | | LABOR | | | $12.00 | $13,135.20 | |
| | | | 1094.6 | T | $87.00 | Total: | $95,230.20 |
| 5 | LOWER MANHOLE FRAME & COVER FOR MILLING OPERATIONS | SUBCONTRACTOR | 17.0 | EA | $365.00 | $6,205.00 | |
| | | MATERIALS | | | $0.00 | $0.00 | |
| | | EQUIPMENT | | | $0.00 | $0.00 | |
| | | LABOR | | | $58.25 | $990.25 | |
| | | | 17.0 | EA | $423.25 | Total: | $7,195.25 |
| 6 | LOWER SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES FOR MILLING OPERATIONS | SUBCONTRACTOR | 1.0 | EA | $365.00 | $365.00 | |
| | | MATERIALS | | | $0.00 | $0.00 | |
| | | EQUIPMENT | | | $0.00 | $0.00 | |
| | | LABOR | | | $58.25 | $58.25 | |
| | | | 1.0 | EA | $423.25 | Total: | $423.25 |

| BID NO. | BID ITEM | DESCRIPTION | FORECAST QUANTITIES | UNIT | UNIT COST | UNIT COST FORECAST | TOTAL COST FORECAST |
|---|---|---|---|---|---|---|---|
| 7 | LOWER WATER VALVE BOX FOR MILLING OPERATION | SUBCONTRACTOR | 40.0 | EA | $365.00 | $14,600.00 | |
| | | MATERIALS | | | $0.00 | $0.00 | |
| | | EQUIPMENT | | | $0.00 | $0.00 | |
| | | LABOR | | | $58.25 | $2,330.00 | |
| | | | 40.0 | EA | $423.25 | Total: | $16,930.00 |
| 8 | REMOVE AND REPLACE PAVEMENT (4" AC/6" ABC [C-3/4"]) PATCH REBUILD / PATCH - INCLUDES REMOVALS | SUBCONTRACTOR | 4,044.80 | SY | $0.00 | $0.00 | |
| | | MATERIALS | | | $23.70 | $95,861.76 | |
| | | EQUIPMENT | | | $41.25 | $166,848.00 | |
| | | LABOR | | | $13.05 | $52,784.64 | |
| | | | 4,044.80 | SY | $78.00 | Total: | $315,494.40 |
| 9 | REMOVE AND REPLACE CONCRETE APRON & VALLEY GUTTER | SUBCONTRACTOR | 418.0 | SF | $13.20 | $5,517.60 | |
| | | MATERIALS | | | $0.00 | $0.00 | |
| | | EQUIPMENT | | | $6.90 | $2,884.20 | |
| | | LABOR | | | $13.00 | $5,434.00 | |
| | | | 418.0 | SF | $33.10 | Total: | $13,835.80 |
| 10 | REMOVE AND REPLACE CONCRETE DRIVEWAY 8" PCC (INCLUDING. 6"ABC) | SUBCONTRACTOR | 3,178.00 | SF | $13.20 | $41,949.60 | |
| | | MATERIALS | | | $0.00 | $0.00 | |
| | | EQUIPMENT | | | $6.95 | $22,087.10 | |
| | | LABOR | | | $13.00 | $41,314.00 | |
| | | | 3,178.00 | SF | $33.15 | Total: | $105,350.70 |
| 11 | REMOVE AND REPLACE CURB AND GUTTER (ROLL-INCLUDING 3" ABC) | SUBCONTRACTOR | 611.00 | LF | $23.50 | $14,358.50 | |
| | | MATERIALS | | | $0.00 | $0.00 | |
| | | EQUIPMENT | | | $8.95 | $5,468.45 | |
| | | LABOR | | | $13.00 | $7,943.00 | |
| | | | 611.00 | LF | $45.45 | Total: | $27,769.95 |
| 12 | REMOVE AND REPLACE CURB AND GUTTER (VERTICAL-INCLUDING. 3"ABC) | SUBCONTRACTOR | 908.00 | LF | $25.50 | $23,154.00 | |
| | | MATERIALS | | | $0.00 | $0.00 | |
| | | EQUIPMENT | | | $12.10 | $10,986.80 | |
| | | LABOR | | | $13.00 | $11,804.00 | |
| | | | 908.00 | LF | $50.60 | Total: | $45,944.80 |

| BID NO. | BID ITEM | DESCRIPTION | FORECAST QUANTITIES | UNIT | UNIT COST | UNIT COST FORECAST | TOTAL COST FORECAST |
|---|---|---|---|---|---|---|---|
| 13 | REMOVE AND REPLACE CURB IN APRON | SUBCONTRACTOR | 447 | LF | $29.00 | $12,963.00 | |
| | | MATERIALS | | | $0.00 | $0.00 | |
| | | EQUIPMENT | | | $17.00 | $7,599.00 | |
| | | LABOR | | | $12.00 | $5,364.00 | |
| | | | 447 | LF | $58.00 | Total: | $25,926.00 |
| 14 | REMOVE AND REPLACE SCUPPER | SUBCONTRACTOR | 1 | EA | $6,500.00 | $6,500.00 | |
| | | MATERIALS | | | $0.00 | $0.00 | |
| | | EQUIPMENT | | | $2,185.00 | $2,185.00 | |
| | | LABOR | | | $1,500.00 | $1,500.00 | |
| | | | 1 | EA | $10,185.00 | Total: | $10,185.00 |
| 15 | REMOVE AND REPLACE SIDEWALK (INCLUDING 3"ABC) | SUBCONTRACTOR | 2,840.0 | SF | $6.85 | $19,454.00 | |
| | | MATERIALS | | | $1.44 | $4,089.60 | |
| | | EQUIPMENT | | | $2.01 | $5,708.40 | |
| | | LABOR | | | $2.50 | $7,100.00 | |
| | | | 2,840.0 | SF | $12.80 | Total: | $36,352.00 |
| 16 | INFILL SIDEWALK-NEW 5' CONCRETE SIDEWALK 4" PCC/3" ABC, INCLUDES CLEAR & GRUB & LANDSCAPE MATCHBACK | SUBCONTRACTOR | 9,000.00 | SF | $6.80 | $61,200.00 | |
| | | MATERIALS | | | $0.67 | $6,030.00 | |
| | | EQUIPMENT | | | $3.13 | $28,170.00 | |
| | | LABOR | | | $4.00 | $36,000.00 | |
| | | | 9,000.00 | SF | $14.60 | Total: | $131,400.00 |
| 17 | REMOVE AND DISPOSE OVER SIZED CONCRETE MANHOLE COLLAR | SUBCONTRACTOR | 10.0 | EA | $250.00 | $2,500.00 | |
| | | MATERIALS | | | $0.00 | $0.00 | |
| | | EQUIPMENT | | | $0.00 | $0.00 | |
| | | LABOR | | | $52.50 | $525.00 | |
| | | | 10.00 | EA | $302.50 | Total: | $3,025.00 |
| 18 | REMOVE AND DISPOSE OF OVERSIZED CONCRETE VALVE CAN COLLAR | SUBCONTRACTOR | 10.00 | EA | $250.00 | $2,500.00 | |
| | | MATERIALS | | | $0.00 | $0.00 | |
| | | EQUIPMENT | | | $0.00 | $0.00 | |
| | | LABOR | | | $52.50 | $525.00 | |
| | | | 10.00 | EA | $302.50 | Total: | $3,025.00 |

| BID NO. | BID ITEM | DESCRIPTION | FORECAST QUANTITIES | UNIT | UNIT COST | UNIT COST FORECAST | TOTAL COST FORECAST |
|---|---|---|---|---|---|---|---|
| 19 | REMOVE RAMP & INSTALL DETECTABLE WARNING (RETROFIT DOMES) INCLUDING 3" ABC | SUBCONTRACTOR | 44.00 | EA | $1,450.00 | $63,800.00 | |
| | | MATERIALS | | | $340.00 | $14,960.00 | |
| | | EQUIPMENT | | | $545.45 | $23,999.80 | |
| | | LABOR | | | $187.55 | $8,252.20 | |
| | | | 44.00 | EA | $2,523.00 | Total: | $111,012.00 |
| 20 | REMOVE RAMP & INSTALL DETECTABLE WARNING (PARALLEL RAMP AND DOMES) INCLUDING 3" ABC | SUBCONTRACTOR | 8.00 | EA | $1,550.00 | $12,400.00 | |
| | | MATERIALS | | | $405.00 | $3,240.00 | |
| | | EQUIPMENT | | | $875.00 | $7,000.00 | |
| | | LABOR | | | $225.00 | $1,800.00 | |
| | | | 8.00 | EA | $3,055.00 | Total: | $24,440.00 |
| 21 | PAVEMENT MILLING | SUBCONTRACTOR | 46,038.10 | SY | $0.00 | $0.00 | |
| | | MATERIALS | | | $0.05 | $2,301.91 | |
| | | EQUIPMENT | | | $2.75 | $126,604.78 | |
| | | LABOR | | | $0.30 | $13,811.43 | |
| | | | 46,038.10 | EA | $3.10 | Total: | $142,718.11 |
| 22 | TACK COAT (SS-1H) | SUBCONTRACTOR | 10.00 | T | $1,162.00 | $11,620.00 | |
| | | MATERIALS | | | $238.00 | $2,380.00 | |
| | | EQUIPMENT | | | $0.00 | $0.00 | |
| | | LABOR | | | $0.00 | $0.00 | |
| | | | 10.00 | T | $1,400.00 | Total: | $14,000.00 |
| 23 | MODIFIED ASPHALTIC CONCRETE (1/2" MIX) | SUBCONTRACTOR | 2966.9 | T | $0.00 | $0.00 | |
| | | MATERIALS | | | $121.00 | $358,994.90 | |
| | | EQUIPMENT | | | $12.60 | $37,382.94 | |
| | | LABOR | | | $9.00 | $26,702.10 | |
| | | | 2966.9 | T | $142.60 | Total: | $423,079.94 |
| 24 | MODIFIED ASPHALTIC CONCRETE (3/4" MIX) -2" DEPTH-WALGREENS (INDUSTRIAL TO TRUCK ENTRANCE) | SUBCONTRACTOR | 432.2 | T | $0.00 | $0.00 | |
| | | MATERIALS | | | $121.00 | $52,296.20 | |
| | | EQUIPMENT | | | $0.00 | $0.00 | |
| | | LABOR | | | $9.00 | $3,889.80 | |
| | | | 432.2 | T | $130.00 | Total: | $56,186.00 |

| BID NO. | BID ITEM | DESCRIPTION | FORECAST QUANTITIES | UNIT | UNIT COST | UNIT COST FORECAST | TOTAL COST FORECAST |
|---|---|---|---|---|---|---|---|
| 25 | ADJUST MANHOLE FRAME & COVER (CITY DTL. 9-03-062) | SUBCONTRACTOR | 14.00 | EA | $570.00 | $7,980.00 | |
| | | MATERIALS | | | $0.00 | $0.00 | |
| | | EQUIPMENT | | | $0.00 | $0.00 | |
| | | LABOR | | | $88.50 | $1,239.00 | |
| | | | 14.00 | EA | $658.50 | Total: | $9,219.00 |
| 26 | ADJUST WATER VALVE FRAME & COVER TO FINISHED GRADE (REMOVE,REPLACE WITH NEW HARDWARE TO NUT) | SUBCONTRACTOR | 41.00 | EA | $670.00 | $27,470.00 | |
| | | MATERIALS | | | $255.00 | $10,455.00 | |
| | | EQUIPMENT | | | $0.00 | $0.00 | |
| | | LABOR | | | $20.00 | $820.00 | |
| | | | 41.00 | EA | $945.00 | Total: | $38,745.00 |
| 27 | ADJUST SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES (CITY DTL. 9-03-062) | SUBCONTRACTOR | 2 | EA | $550.00 | $1,100.00 | |
| | | MATERIALS | | | $0.00 | $0.00 | |
| | | EQUIPMENT | | | $28.00 | $56.00 | |
| | | LABOR | | | $50.00 | $100.00 | |
| | | | 2.00 | EA | $628.00 | Total: | $1,256.00 |
| 28 | ADJUST METER BOX IN SIDEWALK | SUBCONTRACTOR | 1 | EA | $0.00 | $0.00 | |
| | | MATERIALS | | | $100.00 | $100.00 | |
| | | EQUIPMENT | | | $0.00 | $0.00 | |
| | | LABOR | | | $400.00 | $400.00 | |
| | | | 1.00 | EA | $500.00 | Total: | $500.00 |
| 29 | REMOVE AND REPLACE SURVEY MONUMENTS | SUBCONTRACTOR | 15 | EA | $280.00 | $4,200.00 | |
| | | MATERIALS | | | $0.00 | $0.00 | |
| | | EQUIPMENT | | | $0.00 | $0.00 | |
| | | LABOR | | | $64.00 | $960.00 | |
| | | | 15.00 | EA | $344.00 | Total: | $5,160.00 |
| 30 | TRAFFIC CONTROL | SUBCONTRACTOR | 1 | LS | $343,055.00 | $343,055.00 | |
| | | MATERIALS | | | $0.00 | $0.00 | |
| | | EQUIPMENT | | | $0.00 | $0.00 | |
| | | LABOR | | | $25,821.00 | $25,821.00 | |
| | | | 1.00 | LS | $368,876.00 | Total: | $368,876.00 |

| BID NO. | BID ITEM | DESCRIPTION | FORECAST QUANTITIES | UNIT | UNIT COST | UNIT COST FORECAST | TOTAL COST FORECAST |
|---|---|---|---|---|---|---|---|
| 31 | CONSTRUCTION SURVEY | SUBCONTRACTOR | 1 | LS | $8,300.00 | $8,300.00 | |
| | | MATERIALS | | | $0.00 | $0.00 | |
| | | EQUIPMENT | | | $0.00 | $0.00 | |
| | | LABOR | | | $3,500.00 | $3,500.00 | |
| | | | 1.00 | LS | $11,800.00 | Total: | $11,800.00 |
| 32 | STRIPING AND MARKING | SUBCONTRACTOR | 1 | LS | $63,884.50 | $63,884.50 | |
| | | MATERIALS | | | $0.00 | $0.00 | |
| | | EQUIPMENT | | | $0.00 | $0.00 | |
| | | LABOR | | | $0.00 | $0.00 | |
| | | | 1.00 | LS | $63,884.50 | Total: | $63,884.50 |
| 33 | STEVANNA-REMOVE AND REPLACE PAVEMENT (4" AC/8"ABC[C-3/4"]) REBUILD-INCLUDES REMOVALS | SUBCONTRACTOR | 4772 | SY | $0.00 | $0.00 | |
| | | MATERIALS | | | $28.19 | $134,522.68 | |
| | | EQUIPMENT | | | $20.00 | $95,440.00 | |
| | | LABOR | | | $4.81 | $22,953.32 | |
| | | | 4,772.00 | SY | $53.00 | Total: | $252,916.00 |
| 34 | GRANDVIEW-REMOVE AND REPLACE PAVEMENT (4" AC/8"ABC[C-3/4"]) REBUILD-INCLUDES REMOVALS | SUBCONTRACTOR | 5059 | SY | $0.00 | $0.00 | |
| | | MATERIALS | | | $28.20 | $142,663.80 | |
| | | EQUIPMENT | | | $20.40 | $103,203.60 | |
| | | LABOR | | | $4.50 | $22,765.50 | |
| | | | 5,059.00 | SY | $53.10 | Total: | $268,632.90 |
| 35 | SUBGRADE STABILIZATION-OVER EXCAVATE AND ISTALL 12" ABC ON BIAXIAL GEOGRID | SUBCONTRACTOR | 4672 | SY | $0.00 | $0.00 | |
| | | MATERIALS | | | $8.86 | $41,393.92 | |
| | | EQUIPMENT | | | $28.59 | $133,572.48 | |
| | | LABOR | | | $4.75 | $22,192.00 | |
| | | | 4,672.00 | SY | $42.20 | Total: | $197,158.40 |
| 36 | LA QUINTA CUL-DE-SAC - R / R PAVEMENT(4"AC/8'ABC [C 3/4] ) REBUILD INCLUDES REMOVALS | SUBCONTRACTOR | 697 | SY | $0.00 | $0.00 | |
| | | MATERIALS | | | $28.31 | $19,732.07 | |
| | | EQUIPMENT | | | $37.13 | $25,879.61 | |
| | | LABOR | | | $14.56 | $10,148.32 | |
| | | | 697.00 | SY | $80.00 | Total: | $55,760.00 |

Total: $3,240,640.50

# LIST OF PLANS AND SPECIFICATIONS

Flagstaff Street Maintenance Program - 2022
Peak Engineering, Inc. (928) 774-4046

Project No: 01-22001

| Drawing No. | Drawing Title | Release Date |
|---|---|---|
| C1.0 | Cover Sheet | 05-2022 |
| C1.1 | Notes and Legend | 05-2022 |
| C1.2 | Details | 5-2022 |
| C2.0 | Maps | 5-2022 |
| C2.1 | Maps | 5-2022 |
| C2.2 | Maps | 5-2022 |
| C2.3 | Maps | 5-2022 |
| C2.4 | Maps | 5-2022 |
| C2-5 | Maps | 5-2022 |
| C3.0 | Improvement Schedule | 5-2022 |

Infill Sidewalk 75% Plans

| | |
|---|---|
| C5.0 | Site Map |
| C5.1 | Details |
| C5.2 | Site Map |
| C5.3 | Site Map |
| C5.4 | Site Map |

Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction General Provisions

City of Flagstaff Amendments to Maricopa Association of Governments General Provisions

Peak Engineering, Inc. Special Provisions

C and E
PAVING & GRADING
L.L.C.

# LIST

# OF

# CLARIFICATIONS

# AND

# ASSUMPTIONS

Project No: 01-22001

Clarifications and Assumptions

City of Flagstaff Street Maintenance Program – 2022

1. It is assumed that City of Flagstaff team members will assist the contractor in identifying and marking the stop and start areas for pavement milling and chip seal.
2. If cross-street approaches are to be overlaid, the Engineer shall outline the location and extent of work on cross-streets prior to beginning the work.
3. We realize that no potable water will be utilized on this project. We will need to obtain a permit (no fee) at the Wildcat Hill Waste Water Treatment Plant and will be responsible for complying with all permit requirements.
4. The January 2022 ADOT Index was used to construct the GMP Asphalt prices for this project. Adjustments may have to be made during construction with variances in the Index.
5. It is assumed that during the term of this contract; 2019 MAG and C.O.F. Specifications will govern.
6. The City of Flagstaff will furnish all necessary quality control testing for this project.
7. GMP was built using engineers estimated quantities for striping. No revisions to striping were discussed. Any future revisions will be negotiated.
8. No obliteration of existing striping is included in this GMP.
9. No Thermo will be used on Chip Seal Streets.

    a) All four-inch Double Solid Yellow will be "Paint"
    b) All 18-inch Preformed Stop Bars will be "Thermo"
    c) All four-inch Broken White will be "Paint"
    d) All four-inch Solid and four-inch Broken Yellow will be "Paint"
    e) Solid White Edge Line will be "Paint"
    f) Six-inch Solid White Bike Lane Line "Paint"
    g) Painted Bike Assembly will be "Thermo"
    h) Preformed Turn Arrows will be "Thermo"
    i) Solid White Lane Lines will be "Paint"
    j) Six-inch Dashed Bike Lane will be "Paint"
    k) Piano Key Crosswalks will be "Thermo"

# PROJECT

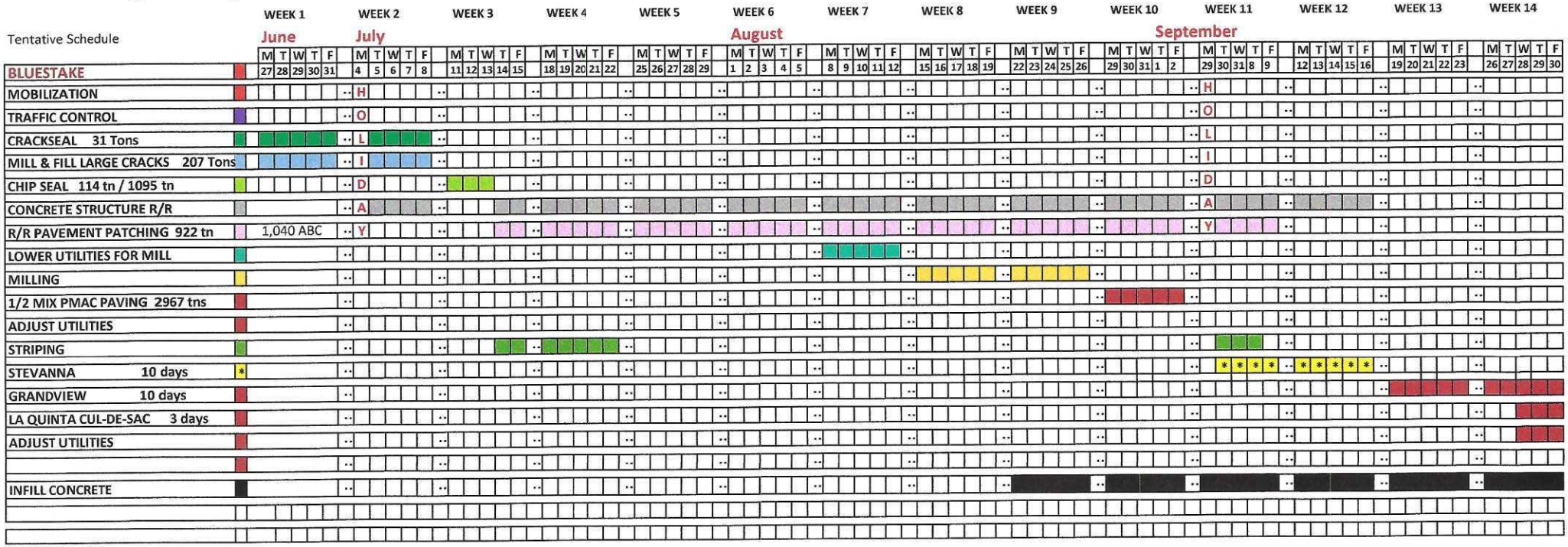
# MASTER

# SCHEDULE

C and E Paving & Grading L.l.c.

# CITY OF FLAGSTAFF 2022 CMAR MAINTENANCE PROGRAM / 01-22001

Tentative Schedule



# SPECIAL PROVISIONS

# City of Flagstaff, Arizona

# 2022 Street Maintenance Program

**City of Flagstaff Project Number:**

**01-22001**


Prepared by:
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Peak Project No: 22COF01

May 25, 2022

**Final 1 Submittal**

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**MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2022 REVISION TO THE 2020 EDITION, CITY OF FLAGSTAFF GENERAL PROVISIONS, AND CITY OF FLAGSTAFF ENGINEERING STANDARDS ARE HEREBY AMENDED TO INCLUDE THE FOLLOWING:**

# PART 100 – GENERAL CONDITIONS

## SECTION 104 SCOPE OF WORK

### 104.1.1 GENERAL:

(Revise to include the following)

The Project includes milling and overlay (M&O) or chip seal of various City of Flagstaff streets in the West (M&O) and Northeast (chip seal) areas of the City. In addition, curb, gutter and sidewalk may be repaired or replaced where hazards or drainage conditions exist for streets requiring a mill and overlay.

Refer to the construction plans for locations and extents of M&O and chip seal work. In general, improvements are located in dispersed locations in west Flagstaff and miscellaneous infill sidewalk in east and west Flagstaff.

The scope of work presented in these Special Provisions and the accompanying construction plans more specifically include the following.

**Mill & Overlay**

- Paving improvements
    - Edge milling in locations specified
    - Full width milling
    - Isolated full depth pavement replacements at failure areas
    - Cleaning and sealing of noted cracks
    - Modified Asphaltic Concrete (MAC) Overlay
    - Pulverization and reconstruction of isolated roadway segments
- Isolated curb and gutter replacement in areas of drainage impediments
- Isolated sidewalk replacement where concrete panels create a trip hazard or exceed ADA tolerance
- Isolated reconstruction or replacement of sidewalk ramps and landings for inclusion of truncated domes or for meeting geometric requirements of ramp landings
- Street striping
- Adjustment and replacement of concrete collars around utility appurtenances and survey monuments
- Isolated replacement of water valve cans

**Chip Seal**

- Cleaning and sealing of noted cracks
- Protection of utility appurtenances and survey monuments
- Placement of bituminous material and cover material (chips)
- Street striping

**104.1.2 MAINTENANCE OF TRAFFIC:**

(Revise to include the following)

Any full street closures will require the approval of the City and involve adequate re-routing (as approved by the City Traffic Engineer), notification of media, notification of residents and businesses in the project area and along the proposed route, and adequate temporary signage/signals. All street restrictions or closures must be coordinated with emergency responders.

*See 107.6 for advance notification of work that may impact traffic.*

**Traffic Safety:**

At the time of the pre-construction conference, the Contractor shall designate an employee who is qualified and experienced in construction traffic control and safety, to be available on the project site during all periods of construction to coordinate and maintain safe barricading whenever construction restricts traffic. This person shall be available during non-construction hours in case of any traffic control and/or safety items that need to be handled in an urgent manner. Traffic control shall include pedestrian, bicycle and vehicular traffic.

**Sanitation Pickup:**

Regular residential sanitation pickup and Dumpster pick up varies from location to location; coordinate with the City's Environmental Division and the property owner for pick-up days. When construction activity interferes with sanitation pickup, the Contractor shall provide for sanitation vehicle access to the affected properties or relocate the trash containers where access is acceptable. The Solid Waste Division of the Public Works Department contact is (928) 213-2110. The contact number for Waste Management is (928) 779-6050. If trash or recycle pickup is obstructed by the construction activity, the Contractor will be responsible for proper disposal.

Bulk trash pickup occurs approximately every 5 weeks with the specific schedule found on the City of Flagstaff website at: https://www.flagstaff.az.gov/DocumentCenter/View/70990/2022-Bulky-Trash-Postcardpdf.

**Emergency Access:**

All roadway closures shall be coordinated by the Contractor with Traffic Engineering and the City's Project Manager at least 1 week in advance of the closures. The Contractor shall submit the closure for approval to the Traffic Engineer, copy the information to the City's Project Manager, and forward the street closure information to the Fire Department, Police Department, and Emergency Medical Services after approval.

**US Postal Service Access:**

The Contractor shall be responsible for maintaining access for postal service within the project area at all times. The Contractor shall coordinate this work to avoid interruption of mail service. Should an existing mailbox be damaged by construction activity, the Contractor shall promptly remove and replace the damaged mailbox in kind, including post and foundation, at no cost to the resident or the City.

The Contractor shall maintain mailboxes, and/or provide temporary mailboxes, so that no disruption of mail service shall occur. If mail disruption is anticipated, the Contractor shall notify the City's Project Manager, Inspector, affected property owner and/or resident(s), and the Post Office at least 48 hours in advance.

**Bus Route:**

The Contractor is responsible for coordinating with Mountain Line for road closures, restrictions and possible delays as a result of construction. Contact Anne Dunno, (928) 779-6624.

The Contractor is responsible for coordinating with Flagstaff Unified School District's Transportation Department for road closures, restrictions and possible delays as a result of construction that could impact school bus routes in the work areas. Contact Bob Kuhn, Assistant Superintendent for Operations, (928) 220-2035.

**104.1.3 WATER SUPPLY:**

(revise to include)

The Contractor is advised that except for public water main flushing and testing, the City will not authorize the use of potable water for construction purposes. The Contractor shall determine the availability of reclaimed water for construction purposes by contacting the City of Flagstaff Utilities Department.

Prior to loading, hauling, and applying reclaimed water, the Contractor shall be required to obtain the necessary permit (no fee) at the Wildcat Hill Wastewater Treatment Plant and will be responsible for complying with all permit requirements.

**SECTION 105 CONTROL OF WORK**

**105.2 PLANS AND SHOP DRAWINGS:**

(Revise as follows)

The Contractor shall submit electronic copies product data and mix design(s) to the City for review. Only materials to be used on this specific construction project shall be submitted.

The General Contractor shall review and stamp all product data for conformance with the construction documents prior to submission.

Any engineering design performed by others and submitted for review shall bear a seal of an engineer registered in the appropriate jurisdiction and discipline. The adequacy of designs and layouts performed by others rests with the designing or submitting party.

**(Revise to include the following)**

**105.2.1 RECORD DRAWING PREPARATION AND COORDINATION:**

See the City of Flagstaff Engineering Standards Division 13-03-006 and Appendix C for the City of Flagstaff Record Drawings Checklist.

**105.5 COOPERATION OF CONTRACTOR:**

(revise to include)

The Contractor's Project Manager and Project Superintendent shall attend weekly construction progress meetings. The Contractor shall be prepared to discuss construction schedule, construction activities

planned for the upcoming two (2) weeks (submit proposed two (2) week schedule), problems, issues, any information required by the City's Project Representative, construction staking, business/residence/citizen complaints, safety, traffic control and pedestrian access requirements, weather delays experienced during the previous week, disposal of materials, access/construction coordination with businesses/residences, inspection/testing, overtime worked during the previous week, payments, water/sewer service disruption, submittals, field orders/field changes and any other business as necessary. The Contractor shall prepare meeting agendas and meeting minutes. Minutes shall be distributed within four (4) working days after the meeting.

**Public Involvement:** At the time of the Pre-construction Conference, the Contractor shall designate an employee that is fully responsible for coordination with the public, including but not limited to; the property owners, renters, leasers, Public media, the City of Flagstaff Public Information Officer and Mayor/Council. This person shall be qualified and experienced in public coordination and shall be available during all periods of construction to coordinate any issues.

**Protection of Work:** The Contractor is required to protect work during inclement weather. The Contractor shall grade areas to drain and utilize pumps to remove ponding water immediately during all stages of construction during both working and non-working hours.

**105.7 COOPERATION BETWEEN CONTRACTORS:**

(revise to include)

A current capital improvements project is under construction in the Coconino Estates neighborhood (vicinity of Stevanna Way). Contractors will coordinate traffic control and trucking routes accordingly.

**105.8 CONSTRUCTION STAKES, LINES AND GRADES:**

(revise to include the following)

Unless noted otherwise in the contract documents, the Contractor shall lay out the work from the lines, grades and dimensions shown on the drawings. The Contractor shall be responsible for all such work for the duration of the project. Any dimension or grade errors shall be immediately transmitted in writing to the City's Project Manager for clarification, before proceeding with the work.

**SECTION 106 CONTROL OF MATERIALS**

**106.2 SAMPLES AND TESTS OF MATERIALS:**

(revise second sentence of the third paragraph to read as follows)

Unless otherwise specified, samples and tests will be made in accordance with either: the Materials Testing Manual of the Contracting Agency; the standard methods of AASHTO, ASTM, or ADOT, which were in effect and published at the time of advertising for bids.

## SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

### 107.2 PERMITS:

(revise to include the following)

***Erosion Protection and Site Restoration***

Erosion control shall be in accordance with Section 431 of the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction. BMP's are shown on the construction documents for the Contractor's use, however the Contractor shall modify BMP's as needed to control erosion. The SWPPP shall be kept and maintained on site during construction.

**Measurement and Payment**

Measurement shall include all items required to comply with the requirements of the AZPDES permit program and City of Flagstaff requirements. The cost for obtaining and complying with the AZPDES permit, inspection documentation, erosion control devices and all work associated with stormwater protection shall be included in the pay item for SWPPP. If no pay item is included, work shall be paid out of project contingency.

### 107.6 PUBLIC CONVENIENCE AND SAFETY:

(revise to include the following)

REMOVAL OF PARKED VEHICLES

Whereas on-street parking currently exists within the project limits, the Contractor shall give written notice, describing the proposed work and parking restrictions, to each adjacent business or residence. Written notice (with specific dates of anticipated construction work) shall be given at least **24-hours** in advance of the work.

**A special, separate notice is required for the crack seal portion of the work warning the adjacent residents of the dust and other problems associated with that work. In the event that the work requires removal of parked vehicles, the Contractor shall coordinate removal to the nearest convenient side street at the Contractor's expense.**

### 107.7 BARRICADES AND WARNING SIGNS:

The Traffic Barricade Manual referred to under this section and thereafter in the Standard Specifications shall be part VI of the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD).

### 107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:

See the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction.

(revise to include the following)

The Contractor shall take special care to control construction-related dust and noise and to keep the project site cleaned up to the greatest extent possible.

Prior to construction commencing, the Contractor shall prepare a video recording of the project area that adequately shows each private property within the project corridor to document existing conditions. A copy of this video shall be provided to the City in a viewable format.

As part of the work, the Contractor is responsible for replacing and/or restoring landscaping (including but not limited to fences, gates, brick pavers, retaining walls, landscape rock walls or rock barriers, parking bumpers, driveway materials, private signage, etc.), and any other owner improvements impacted by construction of the project (e.g. water meter and PRV installation, removal of the existing water meter and box, sewer service/clean outs, storm drain/catch basins, fire hydrants, driveway match backs, slope match backs, and gate adjustments) not otherwise called out on the construction plans.

### SECTION 108 COMMENCEMENT, PROSECUTION AND PROGRESS

#### 108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE:

(Revise to include)

It is the intention of the City of Flagstaff that the streets be re-striped prior to opening to traffic.

If the scheduling of the work does not permit re-striping of these streets prior to opening to traffic, lighted vertical panels shall be installed and maintained on 40' spacing, separating the opposing lanes of traffic and delineating designated turn lanes., until the required re-striping is completed.

In all cases, restriping shall be completed within 48 hours of completion of the surface treatment and opening to traffic. All preformed plastic markings shall be placed within one week of completion of surface treatment and opening to traffic.

### SECTION 109 MEASUREMENTS AND PAYMENTS

#### 109.4 COMPENSATION FOR ALTERATION OF WORK:

(Revise to include)

Allowance and Contingency items will only be paid if explicitly authorized in a City of Flagstaff Construction Field Order from the City's Project Manager.

## PART 200 – EARTHWORK

### SECTION 211 FILL CONSTRUCTION

#### 211.2 PLACING:

(Fourth paragraph, revise last sentence to read as follows)

However, such material shall not be placed within 3 feet of the finished subgrade of the fill.

#### 211.3 – COMPACTING:

(Fifth paragraph; revise last sentence to read as follows)

Each layer shall be compacted to a uniform density of not less than 95 percent, or as directed by the Engineer.

(Sixth paragraph; revise first sentence to read as follows)

When fill material contains by volume over 25 percent of rock larger than 6 inches in the greatest dimension, the fill (up to 4 feet below finished subgrade) may be constructed in layers of a loose thickness not exceeding the maximum size of rock in the material. In no case shall such layers exceed 3 feet in thickness.

# PART 300 – STREETS AND RELATED WORK

## SECTION 301 SUBGRADE PREPARATION

(revise to include)

### 301.2.2 UNSTABLE SUBGRADE:

If it is determined by the owner's representative that the subgrade is unstable for compaction and placement of aggregate base, the contractor shall use one of the following methods to make subgrade stable. This work shall be authorized from the contractor's contengincy.

Remove subgrade and replace with additional subbase (minimum of 2 feet of stockpiled asphalt millings), cement treating per MAG Section 311, or the use of geogrid such as Tensar BX1200 with an additional 12 inches of aggregate base per MAG Section 306.

Contractor should consult with Engineer prior to performing work.

Once the suspect areas are stabilized to the satisfaction of the engineer, the normal ABC sub-base should then be installed. The contractor shall take all reasonable efforts to eliminate or reduce construction traffic on the repaired areas.

### 301.3 RELATIVE COMPACTION:

The work under this section shall be in accordance with the COF Revisions to MAG Uniform Standard Specifications Section 13-21-001-0301.3 as follows:

Revise section to read:

The subgrade shall be scarified and loosened to a depth of 9 inches. When fill material is required, a layer of approximately 3 inches may be spread and compacted with the subgrade material to provide a better bond. The subgrade cut and fill areas shall be constructed to achieve a uniform soil structure having the following density when tested in accordance with AASHTO T-99, Method A; T-191 or ASTM D-2922; and D-3017 with the percent of density adjusted in accordance with the rock correction procedures for maximum density determinationto compensate for the rock content larger than that which will pass a No. 4 sieve:

a. Major streets - 95 percent

b. Other streets and traffic ways - 95 percent

c. Curbs, gutter and sidewalks - 95 percent

Modify to add:

Moisture content shall be within two percent of optimum.

**301.4 SUBGRADE TOLERANCES:**

(revise to read as follows)

Subgrade upon which pavement, sidewalk, curb and gutter, driveways, or other structures are to be directly placed shall not vary more than ¼ inch from the specified grade and cross-section. Subgrade upon which sub-base or base material is to be placed shall not vary more than ½ inch from the specified grade and cross-section. Variations within the above specified tolerances shall be compensating so that the average grade and cross-section specified are met.

**301.8 PAYMENT:**

(revise as follows)

No separate payment will be made for Subgrade Preparation, it is incidental to roadway construction.

## SECTION 305 STREET REBUILDING (NEW SECTION)

**305.1 DESCRIPTION:**

Certain small areas of the streets to be overlaid are to be rebuilt before overlay. These areas will be marked in the field by the Engineer. This work shall consist of removal and disposal of existing materials, subgrade preparation, and furnishing and placing asphaltic concrete.

**305.2 CONSTRUCTION:**

The areas may vary in size. The existing pavement, base, and subgrade will be removed to an elevation that will facilitate minimum City of Flagstaff asphalt structural sections in detail 10-09-010. The subgrade will be compacted to 95%. The existing pavements shall be wheel or saw cut back to a neat straight line. The asphaltic concrete (3/4”) will be placed and compacted so that it meets the following requirements:

1. The density of the asphaltic concrete is as specified under Section 321.
2. The finished grade of new asphalt can be up to 1/4" above but no lower than the adjacent existing pavement or as directed by owner’s representative.
3. The maximum thickness of the new asphaltic concrete is 6" placed in 2 lifts or as necessary to match existing pavement grade.

**305.3 MEASUREMENT AND PAYMENT:**

Measurement and payment will be made at the contract unit price for each square yard of pavement removed and replaced as directed by the Engineer. Payment will be accepted as full compensation for all equipment, labor and materials used under this item.

**SECTION 310 PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE**

**310.2 PLACEMENT AND CONSTRUCTION:**

The work under this section shall be in accordance with COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, Section 13-21-001-0310.2.

(revise 3rd paragraph to read)

After placement, the aggregate base course surface shall be true, even and uniform conforming to the grade and cross-section specified. In no case shall the aggregate base course vary by more than 1/4 inch above or below required grade.

310.3 COMPACTION:

(revise 6th paragraph to read)

Unless otherwise noted in the project plans or project specifications, the moisture content of the aggregate base course at the time of compaction shall be the optimum moisture contact +/- 2%.

(revise 7th paragraph to read)

The following percent compaction is required:

(A) Below asphalt concrete pavement 100%

(B) Below Portland cement concrete pavement, driveways, curb & gutter, sidewalks, alley entrances, handicap ramps, and catch basins. 95%

(modify to add)

Should suspension of operations take place between time of initial base placement and commencement of paving operations, contractor shall place additional aggregate base as required, and reestablish the specified grade, cross sections and compaction prior to paving.

Finish grading of aggregate base may be checked and verified by the Engineer. In areas of new paving, paving cannot commence until the grades have been checked and verified by the Engineer. The Engineer shall be notified once finish grading is ready for verification. The Engineer shall complete his or her checking and verification within 24 hours of notification. If the grades in these areas are found to be unacceptable by the Engineer, the Contractor shall regrade the areas to the satisfaction of the Engineer, at no additional expense to the Owner.

If, during the paving operations “soft spots” in the ABC are noted, they shall be excavated to a sufficient depth and backfilled with compacted ABC material (8” lifts) so that they are eliminated. No additional payments will be made for soft spot repairs, the cost is to be included in the bid price.

**310.5 PAYMENT:**

(revise as follows)

Payment for aggregate base course shall be included in the contract unit prices for items of work that include aggregate base course.

## SECTION 311 PLACEMENT AND CONSTRUCTION OF CEMENT TREATED SUBGRADE

### 311.2 MATERIALS:

(Second sentence, revise to read)

The soil for the mixture shall consist of the material in the area to be paved or approved selected material.

(Last sentence, revise to read)

The cement content shall be determined by the procedures set forth in AASHTO T136-50 or ASTM D560-67. The selection of a cement content based on compressive strength requirements without regard to freeze-thaw durability will not be allowed.

### 311.4 CONSTRUCTION METHODS:

(Second paragraph, revise to include the following)

Soil cement base course shall not be mixed with or placed on any frozen material; at the time of mixing and placing, the air temperature shall be 40ºF (5ºC) and rising, and the surface temperature shall be 45ºF (10ºC). The soil cement base course shall be protected from freezing for a minimum period of seven (7) days.

## SECTION 317 ASPHALT MILLING

### 317.2 CONSTRUCTION REQUIREMENTS:

(revise to include the following after the second paragraph)

The Contractor is responsible for the removal of pavement as per the typical sections and plans. It is anticipated that the work would be performed with a CMI Roto-mill or similar machine.

The pavement shall be removed with minimum disturbance to the remaining pavement, curb and other improvements. All paving material removed by milling shall remain the property of the City. Portions of the millings shall be used for shoulder build up as directed and determined by owners' representative. All remaining millings shall be delivered to City property, location to be determined at the pre-construction meeting. All loose material shall be removed from the pavement surface immediately following the milling operation. A pickup broom or other suitable means shall be provided by the Contractor to perform this work. Any cleanup work, by hand brooming or shoveling, needed to pick up loose material shall also be provided by the Contractor.

Where the pavement is milled across a street, causing a significant bump for the traffic, the Engineer may order the milled area patched with temporary pavement. The Contractor shall immediately place milled asphaltic concrete in the rough area and remove this material no more than two hours before that street is overlaid.

The Contractor shall locate and lower, as necessary, any water valve boxes, manhole covers, survey monument boxes or other objects that may interfere with the pavement milling operation. The plans indicate "potential conflicts" which the contractor is responsible for generating quantities and estimating accordingly. Payment will be made for lowering these facilities on a per-unit basis.

The Contractor shall schedule the pavement milling so that no street shall be milled more than ten calendar days prior to its scheduled date for overlay.

## SECTION 321 PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT

### 321.2 MATERIALS AND MANUFACTURE:

(Modify to add)

For patching and remove and replacements, asphalt concrete shall be a Type 3/4" dense surface course PG 58-28 for all asphalt paving, unless modified by the Engineer. For this project, a MAG Type C-3/4 surface course shall be taken as equivalent to Type 3/4" surface course.

In addition to the requirements of MAG Specification Section 710, the aggregates and mix to be incorporated into the work must also meet the following requirements:

| Test | Test Results |
|---|---|
| Index of Retained Strength | 60 Min. |

Compaction of asphalt concrete shall be a minimum of 95% of ASTM D1559-75 Blow Method.

Minimum temperature as measured at lay down machine to be 275 degrees F.

### 321.4 APPLICATION OF TACK COAT:

(Modify to add)

Tack coat applied to vertical surfaces shall be sprayed (pressurized sprayer) or brushed on to ensure total (100%) coverage of the surface. Dribbling, spray bottle or pouring on will not be approved.

### 321.8 PLACEMENT:

(modify to add)

Asphalt concrete shall only be placed upon a surface of at least 70ºF. The temperature of the asphalt concrete of any course, just prior to the dumping of the material from the hauling vehicle, shall be at least 275ºF; a lower temperature is allowed if written approval is given by the Engineer. Compaction and finishing shall be completed before the mix has cooled to 180ºF. The Engineer may authorize placement of asphalt concrete upon surfaces having a temperature of 70°F or above, providing those mentioned above and the following conditions are met.

a. The underlying surface is dry.

b. The weather is dry and without threat of precipitation.

c. The temperature of the asphalt concrete mixture is such that the sum of the air temperature plus the temperature of the mixture when placed is between 320ºF – 345ºF pending on above surface temperatures.

Self-propelled lay down machines shall be used for all paving. This shall include patches larger than ±40 S.Y. (depending on patch shape) and as directed by the Engineer. Smaller patches may be placed by hand methods if the Contractor can demonstrate adequate placement and finishing control to the

satisfaction of the Engineer. The size of the paver shall be approved by the Engineer prior to beginning paving.

**321.8.2 JOINTS:**

(modify to add)

Cold transverse and longitudinal joints shall be either trimmed back and tacked, or heated with a joint heater. A cold joint shall be defined as any joint which has been placed for 6 hours or longer before adjoining asphalt is placed, unless approved by the Engineer.

The Contractor shall provide sufficient rollers (size and number) to compact the asphalt to the specified density. If the rollers being used do not appear capable of reaching the minimum density (as shown by field test results) paving operations shall be suspended until proper equipment is available.

Coarse aggregate from any and all raking operations shall be removed from the fresh asphalt surface prior to rolling.

**321.8.3 ASPHALT LEVELING COURSE:**

(modify to add)

An acceptable surface shall not vary more than 1/4 inch from the lower edge of a 10 foot straightedge when placed parallel to the centerline of the roadway.

Asphalt shall not be placed on grade that is frozen.

**321.8.4 BASE PREPARATION:**

(Modify to add)

If, during the paving operations “soft spots” in the ABC are noted, they shall be excavated to a sufficient depth and backfilled with compacted ABC material (8” lifts) so that they are eliminated. No additional payments will be made for soft spot repairs, the cost is to be included in the lump sum bid price.

**321.8.5 SMOOTHNESS:**

(modify to add)

The contractor is to supply the 12 foot straight edge and meet the approval of the owner / engineer prior to testing.

**321.10.2 GRADATION, BINDER CONTENT AND AIR VOIDS:**

(modify first two sentences of the fourth paragraph)

The asphalt cement content shall be considered acceptable if it is within -0.30% to +0.40% of the mix design target value. If the asphalt binder content deviates more than the above amounts from the mix design target value…

(modify next-to-last sentence of the fourth paragraph)

If the resulting average of the asphalt binder content deviates by more than -0.30% to +0.40% from the mix design target value…

**321.10.4 ASPHALT PAVEMENT THICKNESS:**

(Modify to add #3)

(3) When the deficiency of the pavement thickness exceeds 1/4 inch, the pavement shall be overlaid on the area affected. In no case shall this overlay be less than one City block or 660 feet in length, whichever is less. This overlay shall be placed over the full width of pavement with a new mat of material specified by the Engineer; equal in thickness to the deficiency, but not less than 1 inch in any instance.

**321.13 PAYMENT:**

Modify to add:

The cost for asphalt concrete pavement and tack coat shall be paid for as part of the appropriate unit bid price for the thickness and type of asphalt concrete specified.

## SECTION 326 PLACEMENT AND CONSTRUCTION OF POLYMER MODIFIED ASPHALTIC CONCRETE (MAC)

**326.1 DESCRIPTION:**

(revise the first sentence to read as follows)

Asphalt concrete overlay consists of milling existing pavements in accordance with the approved plans and placing and compaction of modified asphaltic concrete (MAC) and ADOT 409 Terminal Blend mix over existing asphaltic concrete paving.

Modified Asphalt Concrete (MAC) overlay shall conform to the requirements of SECTION 325 – PLACEMENT AND CONSTRUCTION OF ASPHALT-RUBBER ASPHALT CONCRETE, except as modified herein.

All references to ARAC in Section 325 shall be construed as applying to MAC overlay in section 326.

MAC concrete overlay consists of milling and overlay over existing asphaltic concrete pavement using MAC materials.

**326.2 MATERIALS AND MANUFACTURE:**

(revise the section to read as follows)

The tack coat, asphaltic concrete mix, modified asphaltic concrete and transportation of the mix shall be as specified in Sections 321, 710, 719 and ADOT Section 409 as amended by the General Provisions and these Special Provisions.

Asphalt cement shall be PG64-28TR+ (MAC) or ADOT 409 Overlay PMRCA PG 64-28TR (ADOT 409 mix – 2” lift or less gradation). The mix designs shall include an antistripping agent when tests on aggregate indicate that the proposed aggregate is subject to stripping. The Contractor shall submit a mix design certified by a registered Professional Engineer for approval not less than fourteen (14) days prior to scheduled paving date. Engineer shall review the mix design in accordance with submittal procedures.

The aggregate gradation and percentage of binder for modified asphaltic concrete shall be in accordance with section 710, 719, M.A.G. 701 or ADOT Section 409 as amended by the General Provisions and Special Provisions.

**326.8.6 POLYMER MODIFIED ASPHALT CONCRETE OVERLAY:**

(revise to include)

Before placing asphalt concrete overlay, severely raveled areas or cracked areas that are depressed more than ¾ inch from the adjoining pavements shall be cut out and patched at least 48 hours prior to the resurfacing operation. Over-asphalted areas or rough high spots shall be removed by burning or blading. Small shrinkage cracks (between ¼ inch to 1 ¾ inch) shall be filled in with asphalt sealing compound per Section 337. Large shrinkage cracks (in excess of 1 ¾ inch) shall be filled with 3/8" hot mix asphalt per Section 337 and acceptable to the City / engineer.

(new section)

**326.8.6.1 PLACING AND CONSTRUCTION METHODS:**

Although the great majority of the work is straight-run overlay, the Contractor is cautioned that certain areas require careful treatment. So that the Contractor may review these areas and may account for them fully in his proposal, the City of Flagstaff points out that:

1. In some cases, cross-streets shall be overlaid on the approach. The location and extent of work on cross-streets shall be as outlined by the Engineer prior to beginning the work. However, for estimating purposes, no more than ten (10) cross-street approaches are to be overlaid and included under items of work shown in the Bid Proposal.

2. In areas of odd configuration, care will be taken to tack and overlay, to smooth lines that match adjacent existing pavement, curb, gutter and other controls. Handwork may be necessary.

3. Special care and additional grade control may be required at intersections, at cross-gutters, around returns, along curbs without concrete gutters, at conforms to railroad tracks and cross street and drives, etc. The object is to provide a smooth, attractive surface and to maintain positive surface drainage.

4. Two (2) "screed" men may be required while the lay-down machine conforms at gutter, dips or other places of difficult conform.

5. It shall be the contractors' responsibility to immediately clean up any spillage. Failure to limit spillage and keep the job site cleaned up from such spillage shall be justification to shut the work down until adequate procedures and resources are provided to resolve the problem. Modified Asphalt Concrete shall be delivered and placed at a temperature no higher than necessary for placing, finishing, spreading and compacting, but shall be high enough to accomplish this work. The minimum temperature of the PMA, RAC, HMA, or MAC shall be 275°F. These temperatures will be taken at a point 1 inch below the surface at the point of delivery and may need to be higher if material is found unworkable by the Engineer. Asphalt concrete found deficient in temperature shall be rejected and removed from the job site at no cost to the contracting agency. No free treating fluid shall be present in the truck bodies at the time of asphalt concrete loading. Diesel fuel shall not be used as a treating fluid.

Section 321.6, Corrective Requirements for Deficiencies, shall apply to asphaltic concrete overlay in this contract.

(new section)

**326.8.6.2 ADJUSTMENTS:**

After installation of an overlay course all necessary frame and cover adjustments for manholes, valve boxes, survey monuments, sewer clean-outs, etc. shall be completed by the contractor within the given segments being surfaced and shall be per City of Flagstaff typical details 9-03-060 and 9-03-62.

**326.13 PAYMENT**

(revise the section to read as follows)

Payment for tack coat, asphaltic concrete and modified asphaltic concrete shall be in accordance with Section 321.

Payment for crack sealing shall be made in accordance with Section 337.

Payment for pavement milling shall be on a square yard basis in accordance with Section 317 and is to include trucking, disposal, pick up broom, and all work associated with pavement milling. Measurement for pavement milling will be made based on the length of pavement surface actually milled and the width specified or milled, whichever is less.

## SECTION 330 ASPHALT CHIP SEAL

**330.2.1 ASPHALT:**

(Revise to include)

Emulsified asphalt Type CRS-2P shall be used for the chip seal coat. See section 713 for additional specs.

**330.3 TIME OF APPLICATION AND WEATHER CONDITIONS:**

(Second paragraph; revise second sentence to read as follows)

The ambient air temperature shall be at least 70ºF and rising.

(Third paragraph, revise to read as follows)

Asphalt chip seal shall not be performed between October 1 and May 1 unless specifically permitted by the City Engineer.

(new section)

**330.4.8 PROTECTION OF UTILITY APPURTENANCES AND ADJACENT PROPERTY:**

The Contractor shall protect all manhole covers, water valve boxes, survey monuments, and/or other man-made features so that no bituminous material or cover material remains and so that covers can be easily accessed after sweeping. All adjacent sidewalks and driveways shall be swept and maintained clear of loose cover material.

## SECTION 336 PAVEMENT MATCHING AND SURFACING REPLACEMENT

### 336.2.2 PAVEMENT TO BE REMOVED:

(Modify to add)

The owner or his representative will field mark (in white or pink paint) approximate areas for removal and replacement. The contractor is to call Arizona 811 (Dial 811 or Arizona811.com) at least two full working days PRIOR to digging or removing pavement.

### 336.2.3 TEMPORARY PAVEMENT REPLACEMENT:

(Modify to add)

Temporary pavement replacement, as required in Section 601, shall be with UPMTM or an approved equal with a minimum thickness of 2 inches and shall conform to the following requirements:

DESCRIPTION:

1. The paving material shall be composed of an aggregate, as specified herewith, and plant mixed with Unique Paving Material (U.P.M.tm) liquid asphalt blend from the Sylvax Corporation or approved equal. The bituminous material shall be capable of coating wet aggregates without stripping, shall be available in various grades, and permit any one grade to be stockpiled and remain pliable and workable at a temperature of -15ºF for a minimum period of 12 months.

2. The paving material shall be capable of maintaining adhesive qualities in an uncovered stockpile or in paved areas which were damp or wet at the time of application for a minimum period of 12 months.

MATERIALS:

1. The aggregate gradation shall meet the following requirements:

| Sieve Size | % Passing |
|---|---|
| 3/8 inch | 100 |
| No. 4 | 85-100 |
| No. 8 | 10-40 |
| No. 16 | 10 |
| No. 50 | 0-5 |
| No. 200 | 2 maximum |

2. The aggregate shall also meet the following criteria:

| | |
|---|---|
| Sand equivalent | 45 min. |

| | |
|---|---|
| Crushed faces | 70% min. |
| Flakiness index | 25 max. |
| Absorption | 1.0 – 2.5% |
| Specific gravity | 2.55 – 2.75% |

3. Bituminous material:

The bituminous material shall be UPMTM liquid asphalt blend from the Sylvax Corporation or approved equal. When prepared from a base asphalt stock of either AC-10 or AC-20 and blended, it shall meet the following requirements:

| | |
|---|---|
| Flash point (TOC) | 200ºF (94ºC) min. |
| Kinematic Viscosity @140ºF (60ºC) | 1000 – 4000 cSt |
| Water | 0.2% max. |

Distillate Test

(volume of original sample)

| | |
|---|---|
| To 437ºF | 0% |
| To 500ºF | 0 – 55% |
| To 600ºF | 0 – 20% |
| Residue from Distillate @ 680ºF | 78 – 95% |

Residue Test:

| | |
|---|---|
| Absolute Viscosity @ 140ºF | 125 poises |
| Penetration | 200 min. |
| Ductility @ 39ºF | 100 min. |
| Solubility in Trichloroethylene | 99% min. |

4. Composition of Mixture:

The mixture shall consist of an aggregate as specified and a bituminous material as specified mixed in such a manner as to contain approximately 6% of bituminous material per finished ton.

5. Preparation of Mixture:

The asphalt shall be heated to a temperature between 150ºF and 300ºF and mixed with the heated aggregate until all aggregates are uniformly coated. The mixed temperature shall not exceed 170ºF.

6. Plant and Equipment:

A batch-type mixer of approved design and capacity shall be used in mixing the ingredient materials.

**(new section)**

**336.2.5.1 EXCESSIVE CRACKS / VOID FILLER:**

Prior to any overlay construction the contractor is to fill in all pavements cracks per section 337.

(new section)

**336.2.5.2 EXCESSIVE RUTTING AND SHOVING FILLER:**

Prior to any overlay construction the contractor is to fill (microsurface) in all pavements rutting / shoving in excess of ½" (depth) with the appropriate size (gradation) Hot Mix Asphalt.

**336.5 PAYMENT:**

(Modify to add)

Payment for pavement matching (patch) will be made on the basis of square yards under the Remove and Replace Pavement (4"AC/6" ABC [C-3/4"]) Patch line item. Payment for crack / void excessive rutting and shoving filling will be made on the basis of tons.

## SECTION 337 ASPHALT PAVEMENT CRACK SEALING AND CRACK FILLING

(revise as follows)

**337.1 DESCRIPTION:**

Crack sealing shall consist of blowing out loose material and sealing all cracks wider than 1/4 inch and narrower than 1 3/4" with an approved crack sealant.

For edge mill streets: crack sealing shall take place prior to milling.

For full-width mill areas: crack sealing shall take place after any specified milling and prior to placement of overlay.

The locations identified in Appendix B will receive only crack sealing.

**337.2 MATERIALS:**

The crack sealant shall be composed of asphalt, reclaimed and or virgin synthetic rubber, and polymer modifiers. The material shall be approved by the Engineer prior to notice to proceed and shall meet the following requirements:

| TEST | METHOD | REQUIREMENT |
|---|---|---|
| Softening point | ASTM D-36 | 200º F. Min. |
| Cone penetration @77ºF | ASTM D-3407 | 30 Min. |
| Resilience @77º F | ASTM D-3407 | 40% Min. |
| Flow | ASTM D-3407 | 3 mm Max. |
| Safe heating Temperature | | 410º F. Min. |

Crack sealant shall be applied in accordance with manufacturer's recommendation.

**337.4 APPLICATION OF CRACK SEALANTS AND CRACK FILLERS:**

(Modify to add)

Cracks in existing pavements 1/4 inch wide or wider shall be sealed. Cracks that are wider than 1 3/4" shall not be filled with crack sealant, but shall be filled with 3/8" hot mix asphalt. Crack sealing shall not be done after the street edges have been milled if applicable. **Those cracks that are filled with dirt shall be blown out to a depth of no more than 1 1/2".**

Crack sealant shall be placed to an elevation approximately 1/4" below the pavement surface. Sealant on the pavement surface shall be minimized. Should traffic pick up the crack seal material, the contractor shall provide and apply sand or a **very light** application of fine graded sand to protect the sealant. If the contractor opens the roadway to traffic before the sealant is set, sand application will be done at the contractor's expense.

**337.6 MEASUREMENT:**

Crack sealant shall be measured by the ton complete in place. The method of accounting for the material shall be discussed at the preconstruction conference and shall be acceptable to the Engineer. No separate measurement will be made for any sand necessary to prevent pickup by traffic.

**337.7 PAYMENT:**

Payment will be full compensation for furnishing and placing all materials specified and used and shall include all labor, traffic control, equipment, tools and incidentals necessary to complete the work as prescribed and directed by the Engineer. All costs for sand or Portland cement will be included in the unit price for crack sealant.

## SECTION 340 CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY AND ALLEY ENTRANCE

### 340.1 DESCRIPTION:

(revise to include the following)

Appendix A is included to describe the location and approximate quantities of removals and replacements. Actual limits of removal and replacement will be as directed by the Engineer. Concrete valley gutter shall be constructed in accordance with City of Flagstaff Detail 8-06-010.

### 340.2 MATERIALS:

(revise to read)

Concrete shall be Class A, containing 5 to 7% air entrainment, and conforming to applicable requirements of Section 725.

Curb & gutters, sidewalks, driveway aprons and handicapped sidewalk ramps shall be constructed on three (3) inches of aggregate base course. Valley gutters shall be constructed on eight (8) inches of aggregate base course. No direct payment will be made for aggregate base course. All costs associated with this work are to be included in the amount bid for the items of work to which it is incidental or appurtenant. The contractor is to field verify number of dome panels needed for each ramp and bid accordingly. No additional payment will be made for “wider” ramps.

### 340.2.1 DETECTABLE WARNINGS:

(revise to include the following)

Detectable warnings shall consist of raised truncated domes aligned in a square grid pattern in conformity to the Americans with Disabilities Accessibility Guidelines. Truncated domes shall have the following nominal dimensions: base diameter of 0.9 inches, top diameter to 0.4 inches, height of 0.2 inches, and dome spacing center-to-center spacing of 2.35 inches, measured between the most adjacent domes on the square grid. Detectable warnings shall contrast visually with adjoining surfaces. The material is to be durable with non-slip surface not subject to spalling, chipping, or separation. Uncoated Cast iron per East Jordan Iron Works or approved equal is to be used. The owner is to specify the color of the panels.

The following is a table of the approved suppliers. Contractor is to use one of the following suppliers or an approved equal.

| | | |
|---|---|---|
| DURALAST® Cast Iron: Coated or Uncoated | East Jordan Iron Works | (800-874-4100)<br>http://www.ejiw.com |
| Cast Iron: Coated or Uncoated | Neenah Foundry Co | (800-252-5801)<br>http://www.nfco.com |

| | | |
|---|---|---|
| IRON PED Cast Iron: Coated or Uncoated | Manufactured by Neenah Foundry Co | (763-478-8128) http://www.ironped.com |
| CAST-DWD™ or CAST CORP Cast Iron: Coated or Uncoated | Cast Corporation | (218-263-8510) http://www.castcorporation.com |
| CAST-DWD™: Coated or Uncoated | Pioneer Detectable, LLC | (262-370-5355) (877-270-3663) http://www.metadome.com |

**340.3 CONSTRUCTION METHODS:**

(revise to include the following)

The longitudinal extent of any curb and gutter removal, replacement necessary because of nonconformity with the plans or specification, and replacement due to damage prior to acceptance shall not be less than the appropriate contraction joint spacing.

**340.3.1 SUBGRADE PREPARATION:**

The subgrade shall be compacted to a relative density of 95% max density.

**340.3.7 FORM REMOVAL AND FINISHING:**

The Contractor shall take extra precaution to protect all freshly poured concrete from vandalism. The Contractor shall coordinate placement of all new concrete with businesses and residences a minimum of forty-eight (48) hours in advance of the work. Night work, admixtures to accelerate hydration and setting of concrete and protective coverings should be considered by the Contractor to ensure that the finished concrete is free from any defects. Refer to MAG Specifications 107.10.

Concrete finishes shall be as called-out on the plans, details and in these Special Provisions. Any concrete finish that does not meet these requirements shall be removed and replaced at the Contractor's expense.

**340.5 MEASUREMENT:**

(revise to include the following)

No separate measurement or payment will be made for saw cutting necessary for removal of pavement, curb, valley gutter or aprons. No separate measurement or payment will be made for 3" ABC under sidewalk or sidewalk ramps. The cost of saw cutting and ABC is to be measured and paid in the associated work items.

Measurement or payment for Remove Sidewalk & Install Sidewalk Ramp shall include all costs associated with special forming and handwork to construct the MAG 236-5 or 238-2 curb ramps including the curb at the back of the ramps. Measurement and payment will also be made of the necessary curb and gutter removal and replacement for the curb ramp. Measurement and payment will also be made of the necessary sidewalk removal and replacement through the curb ramp.

Measurement or payment for ramp retrofit shall include all costs associated with special forming and handwork to construct the curb ramps (as detailed on the plan sheets) including the curb at the back of the ramps if applicable. Measurement and payment is per each and includes truncated domes and formwork. The curb and gutter and concrete is measured separately in their respective pay items.

## SECTION 345 ADJUSTING FRAMES, COVERS AND VALVE BOXES

### 345.1 DESCRIPTION:

(revise to include the following)

The adjustment of manhole frames and covers and water valve boxes shall be done in accordance with City Standard Drawing 9-03-060 and 9-03-062. The contractor is cautioned that only straight, centered (relative to adjustment pavement or concrete) valve boxes that conform to City Detail 9-03-060 will be acceptable. The Engineer will provide the contractor necessary direction for the appropriate adjustment or replacement of each valve box and cover.

In mill and overlay areas, all existing valve boxes, meter boxes, manhole covers, survey monument boxes, or similar items designated to remain in service shall be temporarily lowered prior to milling, so as to not impede milling operations.

The contractor is to supply a new valve box and cover, as directed by the Engineer, to replace existing tops that are broken, non-standard or defective. Payment for furnishing of new valve boxes and covers supplied shall be at the bid unit price for Remove water valve box and cover, Supply and adjust new valve box & cover to finished grade bid item.

In all mill & overlay areas, the entire valve box and cover shall be excavated, removed and replaced under the Remove water valve box and cover, Supply and adjust new valve box & cover to finished grade bid item. This item includes excavation to the valve nut, removal of the old box and cover, a new complete valve box and cover as well as the adjustment to grade.

Any usable valve box and covers removed under this contract shall remain the property of the City. The water valve box and covers that require removal and replacement shall be excavated and installed prior to the overlay. Final adjustments shall be made after repair and resurface of existing pavement.

On the proposed streets where the existing manhole collars are bigger than current City of Flagstaff standards additional labor and materials will be needed. When the contactor lowers the existing manholes, they are to remove the existing collars and fill the void with HMA per section 321 and place a new collar around the manhole frame per the City of Flagstaff Standard Detail 9-03-062. Payment for the HMA for collar patching only will be per unit cost for manhole lowering on each street.

The Contractor will be required to keep a record of locations of each frame or box as per the following:

1. For those boxes and frames readily visible, the Contractor will make reference points which will allow him to accurately locate frames and boxes after they are covered. It will be the Contractor's responsibility to preserve these reference points.

2. For those boxes and frames not visible before surface treatment, utilities representatives will locate frames and boxes, making a mark at each location. It will be the Contractor's

responsibility to preserve these marks and all reference marks as required and identified in item 1 above.

# PART 400 – RIGHT-OF-WAY AND TRAFFIC CONTROL

## SECTION 401 TRAFFIC CONTROL

### 401.1 DESCRIPTION:

(revise to include the following)

The work under this section shall be in accordance with Section 401 of the MAG Standard Specifications and the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction.

### 401.4 TRAFFIC CONTROL MEASURES:

(revise to include the following)

The streets shall remain open to through traffic at all times. One lane of traffic shall be open at all times on Walgreens St., Riordan Rd., High Country Tr., Blackbird Roost, and Gemini Rd. Other streets not listed but included in the program may be managed with local closures at the discretion of the City's Project Manager.

Prior to any construction, the contractor is to submit a traffic and pedestrian (if applicable) control plan for revisions and approval.

The Contractor is to supply and install, at 40-foot spacing, temporary raised pavement markers along the existing pavement stripes on the streets identified on the plans. Temporary raised pavement markers shall be as supplied by Davison Plastics Company or approved equal. The furnishing and installation of temporary raised pavement markers shall be considered incidental and included in the price bid for Traffic Control.

### 401.5 GENERAL TRAFFIC REGULATIONS:

(Revise to be added)

The contractor will reinstall all permanent traffic control devices as required by the approved construction plans and specifications.

Existing traffic signs, including stop, yield and street name signs shall be maintained by the contractor until such time as construction renders them obsolete. The contractor shall be responsible for furnishing and installing all permanent traffic signs as required by the construction plans and specifications.

### 401.6 MEASUREMENT:

(revise to read)

Traffic control shall be measured as a single lump sum over the duration of the project.

**401.7 PAYMENT:**

(modify to add)

Payment for traffic controls shall be a single lump sum.

**SECTION 405 SURVEY MONUMENTS**

**405.1 DESCRIPTION:**

(revise to include the following)

All right-of-way centerline monuments shall be set as part of this project. Existing right-of-way monuments shall be reset in accordance with Section 13-03-005-0004 of the City Engineering Standards. In locations where right-of-way centerline monuments are missing, monument locations shall be calculated by a registered land surveyor in the State of Arizona and new monuments shall be set by the same.

**405.2 MATERIALS:**

(revise second paragraph to read)

All concrete shall be Class A with 5 to 7% air entrainment

**405.3 CONSTRUCTION:**

(revise to read)

Survey monuments shall be set by a licensed land surveyor registered in the State of Arizona. Survey monuments shall be installed accurately per City of Flagstaff Engineering Detail 3-02-070

Monument information shall be documented in accordance with section 13-03-002-0007 of the City Engineering Standards. Information on the as-built plans shall be furnished by a registered land surveyor and include all the information listed in the City engineering standards, Section 13-03-002-0007(I). including, but not limited to: City assigned point number, street location, monument type, and NAVD88 elevation. The surveyor shall prepare and record a Record of Survey map showing the monuments found and set. This map shall include the City's unique identifying number for each point. The Result of Survey shall be reviewed and accepted by the City prior to recordation.

Any survey monuments with boxes and covers shall be adjusted to grade by the Contractor without disturbing the survey monument.

**405.4 MEASUREMENT:**

(revise as follows)

Survey monuments shall be measured by lump sum for all monuments constructed and accepted.

# PART 700 – MATERIALS

## SECTION 702 BASE MATERIALS

### 702.1 GENERAL:

(Revise to include the following)

The aggregate base course will be clean, free of organic matter, and be of such a nature to be compacted to a dense, firm layer capable of supporting loaded trucks and self-propelled pavers without rutting. Volcanic cinders shall not be used for base materials.

### 702.2 PHYSICAL PROPERTIES:

(Table 702, revised to read as follows)

For aggregate base, the percentage by weight passing the No. 200 sieve shall be limited to no more than 10 percent.

## SECTION 710 ASPHALTIC CONCRETE

### 710.2.1 ASPHALT BINDER:

(revise the section to read)

The asphalt to be mixed with the mineral aggregate shall be paving grade asphalt conforming to AASHTO Designation MP1, *Standard Specification for Performance Grade Asphalt Binder* and shall be 58-28 for the patching, 68-28TB+ for the MAC unless otherwise specified in the special provisions or approved by owner.

### 710.3.2.1 MARSHALL MIX DESIGN:

(revise to include the following)

Marshall mix design criteria will be used for both 3/4" and MAC. The aggregates and mix to be incorporated into the work shall also meet the following additional requirements:

| Test | Acceptable | Test Results |
|---|---|---|
| AC TYPE Test | 3/4" | ½" MAC |
| Absorbed Asphalt Range (ASTM 1559) | 0 - 1% | 0 - 1% |
| Combined Water Absorption (AASHTO T-84) | 0 - 2.25% | 0 - 2.25% |
| Marshall Stability (ASTM D1559) | 1800 min | 1,000 min |
| Flow (ASTM D1559) Units of .01 inches | 8 to 18 | 15 min |
| Air Voids Content (mix) | 3% to 5% | 3% to 5% |

| | | |
|---|---|---|
| Tensile Strength Ratio (TSR) (AASHTO T 283, with optional freeze cycle) | 0.75 min | 0.75 min |
| Sodium Sulfate Soundness (AASHTO T-104) | 12 % max | 12 % max |
| Percent Carbonates (Arizona test Method 238) | 30 % max | 30 % max |
| Binder Content | 5.3% to 6.0% | 5.5% to 7% |

All asphaltic concrete and modified asphaltic concrete shall contain a minimum of 1% Portland cement or dry hydrated lime by weight of total aggregate added to the aggregate in a pug mill prior to addition of the binder. The moisture content of the aggregate immediately prior to the addition of the admixture shall be a minimum of 3.0 %.

The contractor shall furnish the engineer with a job-mix formula for asphalt concrete not less than ten (10) days in advance of actual placement of the material. The job-mix formula, upon approval of the Engineer, shall be used to establish the standards to which field test results will be compared and to determine compliance of the materials furnished with all physical properties of the composite mix and its individual components as shown on the approved job-mix formula. The job-mix formula, with the allowable tolerances for a single test shall be used for monitoring compliance with the specifications.

The maximum permissible variation in the daily Marshall Plug unit weight from the unit weight shown in the approved job-mix shall be +/- 3%. If the unit weight of the Marshall Plug deviates from the permissible variation by more than 1%, production shall be halted until such time as the excess variation is corrected; payment will be reduced in accordance with Table 321-2.

The aggregate and mix to be incorporated into the work shall also meet the following requirements:

| TEST | ACCEPTABLE TEST RESULTS |
|---|---|
| Loss on Abrasion (ASTM C0131 and/or ASSHTO 96) after 500 revolutions | 40 Max. |
| Absorbed Asphalt Range (ASSHTO T-245 | 0 – 1% |
| Combine Water Absorption (ASSHTO T-84) | 0 – 2.25% |

All asphaltic concrete shall contain a minimum of 1% Portland Cement or dry hydrated lime by weight of total mixture.

Revise the percent of asphalt range for B-1 and 3/4 inch asphaltic concrete from 5.0 to 6.0% to 5.3 to 6.0%.

The asphalt cement content shall be considered acceptable if it is within -0.30% or +0.40% of the mix design target value.

See Section 719 for additional modified asphaltic concrete specifications.

## SECTION 713 EMULSIFIED ASPHALTS MATERIALS

### 713.1 GENERAL:

(Revise to include the following)

REQUIREMENTS FOR ANIONIC/CATIONIC EMULSIFIED ASPHALT

CATIONIC RAPID-SETTING POLYMER-MODIFIED ASPHALTIC EMULSION, CRS-2P

| Test Description | Test Method | Min | Max |
|---|---|---|---|
| TEST OF EMULSION | | | |
| Viscosity, SFS @ 122 F | D244 | 125 | 400 |
| Settlement, 5 days, % | D244 | | 5 |
| Storage Stability 1 Day, % | A244 | | 1 |
| Class, Un-coated Par | A502 | 60 | |
| Particle Charge Test | D244 | | + |
| Sieve Test, % | D244 | | 0.30 |
| Oil Distillate, % V of Emulsion | D244 | | 3 |
| Residue by Distillation, % | D244 | 66 | |
| Tests on Residue by VACUUM RECOVERY A512 | | | |
| Viscosity, ABS, Poise @ 140 F | D2171 | 1800 | 2800 |
| Pen @ 77F, 100g/5 sec, Dmm | D5 | 40 | 90 |
| Ductility, 77F, 5 cm/min, Cm | D113 | 40 | |
| Solubility in TCE, % | D2042 | 97.5 | |
| Toughness, inch-pounds | (1) | 150 | |
| Elastic Recovery by means of Ductilometer, % | T301 | 58 | |
| Tenacity, inch-pounds | (1) | 110 | |
| Polymer Content (by wt. Of solids) % | CAL-401 | 2.5 | |

| | | | |
|---|---|---|---|
| TEST ON RTFO RESIDUE | | | |
| Aging Ratio, ABS viscosities | D2171 | | 2.5 |
| POLYMER REQUIREMENTS | | | |
| Melt flow rate, dg/min 190 C | D1238 | | 45 |

1) Benson method of toughness and tenacity: Scott tester, inch-pounds @ 77ºF, 20 inches per minute pull. Tension head 7/8" diameter.

2) Upon standing undisturbed for a period of 24 hours, the emulsion shall show no white milky film upon the surface.

3) The base asphalt shall be modified prior to emulsification.

4) The emulsion shall be precertified prior to use. A one-quart sample each of the base asphalt and polymer shall be supplied to the agency 10 days in advance to the project start.

## SECTION 716 COVER MATERIAL

### 716.1 GENERAL:

(First paragraph, revise to include the following)

No volcanic cinders will be acceptable for cover material.

### 716.2.3 GRADATION:

(Tables 716-1 and 716-2, revise to read as follows)

GRADATION CM-11

| Sieve Size | % Passing |
|---|---|
| 3/8 inch | 100 |
| No. 4 | 0-40 |
| No. 8 | 0-5 |
| No. 200 | 0-2.0 |

## SECTION 719 POLYMER MODIFIED ASPHALT CONCRETE

### 719.1 DESCRIPTION:

(revise to include a new section as follows)

Modified Asphalt Concrete (MAC) shall consist of a mixture of paving asphalt, modifiers and mineral aggregate which, with the addition of mineral filler and blending sand as may be required, shall be mixed at a central mixing plant in the proportions hereinafter specified to provide a homogeneous and workable mixture.

Modified Asphaltic Concrete (MAC) shall consist of furnishing asphaltic concrete with binder meeting the requirements of either:

- Rubberized Asphaltic Concrete (RAC)
- Polymer Modified Asphalt Concrete (PMA)
- Polymer Modified Rubberized Asphalt Concrete – Dry Process (PMRAC)
- SHRP graded PG64-28TR = (TR+)

Paving asphalt at the locations shown on the plans in accordance with the following specifications.

Within 10 calendar days of notice of award, the contractor shall submit in letterform, the name of the supplier and a type of MAC to be supplied.

Two weeks prior to construction the Contractor shall submit three (3) gallons of the modified asphalt binder for testing. Application and testing will be in accordance with MAG 321 as amended by the General Provisions and Special Provisions.

### 719.2 MATERIALS:

#### 719.2.1 BINDER:

The asphalt rubber binder in the mix shall comply with MAG Section 717 and 335 except the rubber shall be type II and the minimum rubber content for RAC shall be 17% as a percentage of total binder. Asphalt cement for all MAC shall meet the requirements of PG 64-28TR+ as per AASHTO MP-1 Table I. Polymer shall be Type SBS and shall be 5.5% to 7% of the total binder for PMA. Twenty percent of the modifier for PMA shall be ground tire rubber. The PMA shall be such that the materials conform to the specification requirements. Ground rubber shall be Type II with the following gradation:

Gradation - Ground Rubber (Type II)

| Sieve Size | % Passing |
|---|---|
| No. 10 | 100 |
| No. 16 | 70-100 |
| No. 30 | 25-60 |
| No. 50 | 0-20 |

| | |
|---|---|
| No. 200 | 0-5 |

Binder for Rubberized Asphaltic Concrete (RAC) shall conform to the following specifications:

| Parameter | Requirement |
|---|---|
| Apparent viscosity, centipoise, 350ºF, Spindle 3, 20 RPM (ASTM D2196) | 1500-6000 Centipoise |
| Penetration, 77ºF, dmm, 100g, 5 sec (ASTM D-5) | 25 minimum 90 maximum |
| Penetration, 39.2ºF, dmm, 200 g, 60 sec (ASTM D-5) | 15 minimum |
| Cone Penetration, 77ºF, dmm,150g, 5 sec (ASTM D-5) | 25 minimum |
| Resilience, 77ºF, % (ASTM D-3407) | 20 minimum |
| Softening Point, ºF (ASTM D-36) | 135 minimum |
| TFOT Residue (ASTM D1754) Penetration Retention, 39.2ºF, %" | 75 minimum |

Haake type viscosity may be substituted for field control

Binder for Polymer Modified Asphaltic Concrete shall conform to the following specifications:

| Specification: | ASTM | SPEC. LIMITS | |
|---|---|---|---|
| ORIGINAL ASPHALT | METHOD | MIN. | MAX. |
| Penetration, 39.2 F (200g/60 sec), dmm | D5 | 25 | |
| Penetration, 77 F (100g/5 sec), dmm | D5 | 40 | 90 |
| Softening point, F | D36 | 180 | |
| Flash point, F | D92 | 450 | |
| Ductility, 39.2, F (5 cm/min), cm | D113 | 30 | |
| Ductility, 77 F (5 cm/min), cm | D113 | 100 | |
| Viscosity, 275 F, cst | D2170 | 1000 | |

| | | | |
|---|---|---|---|
| Recovery, 39.2 F, % | D113 MOD | 60 | |
| Solubility in Tricholrethylyene % | D2042 | 99 | |

| AGED ASPHALT (RTFO) | METHOD | MIN. | MAX. |
|---|---|---|---|
| Retained Penetration, 77 F, % | D5 | 60 | |
| Viscosity Ratio, 275 F, % | D2170 | | 1.5 |
| Softening Point, F | D36 | 175 | |
| Ductility, 39.2 F (5 cm/min), cm | D113 | 20 | |

The asphalt binder modifier for the PMA shall contain a minimum of 20% recycled material.

The Polymer Modified Rubberized Asphalt Concrete – Dry Process (PMRAC-DP) and SHRP graded PG64-28TR+ shall conform to requirements of Superpave Grade PG64-28 (AASHTO MP-1 and MAG Section 335) except as follows:

| | | PMRAC-DP | PG64-28TR+ |
|---|---|---|---|
| Test Properties | Test Method | Specification | Specification |
| Scrap whole tire rubber (Type II) content, %, Minimum | | 17.0 | 8.0 |
| Trans-polyoctenamer rubber polymer (TOR), %, Based on the weight of the tire rubber | | 4.5 | |
| SBS Polymer content %, Minimum | | | 2.0 |
| Original Testing<br>COC Flash Point, °C, Minimum | ASTM D92 | 232 | 232 |
| Softening Point, °C, Minimum | ASTM D36 | 50 | 50 |
| Elastic Recovery, 10°C, 10cm, % recovery/1hr, Minimum | ASTM D6084 | 55 | 55 |

| | | | |
|---|---|---|---|
| Solubility in Trichloroethylene, Minimum, % | ASTM D2042 | 97.5 | 97.5 |
| Dynamic Shear, 64°C, 10 rad/sec, | AASHTO TP5 | 1.00 | 1.00 |
| Dynamic Shear, 25°C, 10 rad/sec, G∗/sin delta, kPa, Maximum | | 75 | 75 |
| RTFO Residue Testing | AASHTO TP5 | | |
| Dynamic Shear, 64°C, 10 rad/sec, G∗/sin delta, kPa, Minimum | | 2.20 | 2.20 |
| PAV Aging Residue Testing | AASHTO TP5 | | |
| Dynamic Shear, 25°C, 10 rad/sec, G∗/sin delta, kPa, Maximum | | 5000 | 5000 |
| Bending Beam Rheometer | AASHTO TP5 | | |
| Creep stiffness, -18°C, MPa/60 sec, Maximum | | 300 | 300 |
| M-Value, -18°C, 60 sec, Minimum | | 0.300 | 0.300 |

**719.2.2 AGGREGATE**

Aggregate shall conform to Section 710.2.2 as amended by the Special Provisions.

The aggregate gradation will be as follows:

| Sieve Size | % Passing |
|---|---|
| 5/8 inch | 100 |
| ½ inch | 96-100 |
| 3/8 inch | 78-92 |
| No. 4 | 28-42 |
| No. 8 | 12-25 |
| No. 30 | 10 +/- 5 |

| | |
|---|---|
| No. 200 | 5 +/- 2 |

(new section)

**719.2.2.1 AGGREGATES CHARACTERISTICS**

Combined aggregates shall conform to 710.2.2 except the minimum sand equivalent shall be 65 and at least 85% by weight of the aggregate retained on the #8 sieve shall consist of particles with at least one rough, angular surface produced by crushing.

**719.2.3 MINERAL ADMIXTURE:**

(revise to include)

Mineral filler and anti-stripping agent shall be as per Section 710.2.3.

**719.3 MIX DESIGN REQUIREMENT:**

The provisions of 710.3 MIX DESIGN REQUIREMENTS shall apply to MAC except that:

References to asphalt, liquid asphalt, bituminous cement shall be changed to "binder conforming to 714.2.1."

For estimating purposes, the percentage of binder in the MAC shall be 7% for PMA and RAC. For estimating purposes, the percentage of binder in the MAC shall be 7% for TR+ and for PMRAC-DP. The exact amount of binder in the MAC shall be subject to the Engineer's approval after review of the contractor's job mix formula and materials submittals. Marshal mix design criteria will be used for MAC.

(new section)

**719.4 TRANSPORTATION AND DELIVERY REQUIREMENTS:**

The provisions of 710.6 shall apply for MAC.

## SECTION 725 PORTLAND CEMENT CONCRETE

**725.1 GENERAL:**

(Revise to read as follows)

As tested in accordance with ASTM C-39, the maximum slump shall be 4 inches, or as specified in the special provisions, when tested in accordance with ASTM C-143.

Class AA concrete, with 5 to 7% entrained air, shall be used for all valley gutters and as specified.

Class A concrete shall be used for concrete structures, either reinforced or non-reinforced. Additionally, Class A concrete with 5 to 7% entrained air shall be used for all curbs, gutters, sidewalks, and exposed structures except as may be specified otherwise.

Class B concrete shall be used as specified, except 5 to 7% entrained air shall be included for all exposed structures.

Class C concrete may be used for thrust blocks, encasements, fill or over excavation, and/or other purposes as approved by engineer.

**725.3 AGGREGATES:**

(First paragraph, after the second sentence, revise to include the following)

Aggregates must be subjected to five cycles of the sodium sulfate soundness test in accordance with the requirements of AASHTO T-104. The total loss shall not exceed ten percent by weight of the aggregate as a result of the test.

**725.4 WATER:**

(Last paragraph, revise to include the following)

Water shall be sampled and tested in accordance with AASHTO T-26.

## SECTION 797 PAVEMENT MARKINGS (NEW SECTION)

**797.1 GENERAL:**

This work shall consist of cleaning and preparing the pavement surface, and applying longitudinal and transverse pavement markings as indicated on the plans or as specified herein.

Reference and incorporate appropriate portions of the Arizona Department of Transportation *Standard Specifications for Road and Bridge Construction – 2008* (herinafter ADOT SS) as indicated below.

**797.2 MATERIALS AND INSTALLATION:**

**797.2.1 LONGITUDINAL PAVEMENT MARKINGS**

This item of work shall apply to all longitudinal pavement markings, as well as any other markings not specified to be pre-formed plastic.

Permanent Markings: All permanent pavement markings shall be furnished and installed in accordance with ADOT SS 708.

Temporary Markings: Temporary longitudinal pavement markings, when approved, shall be furnished and installed in accordance with ADOT SS 701-3-05.

**797.2.2 TRANSVERSE MARKINGS, SYMBOLS AND LEGENDS:**

This item of work shall apply to all lane use arrows, all transverse pavement markings such as crosswalks and stop bar markings, and all pavment legend markings, except for bicycle lanes Permanent transverse pavement markings shall be either:

Applied thermoplastic, vurnished and installed in accordance with ADOT SS 704, with a minimum 70 mil applied thickness, or

Preformed markings, furnished and installed in accordance with ADOT SS 705.

Temporary Markings: Temporary transverse pavement markings, when approved, shall be furnished and installed in accordance with ADOT SS 701-3-05

**797.3 CONSTRUCTION PROVISIONS:**

The Contractor shall as-built and reference the existing lane striping and markings prior to construction. Unless noted otherwise on the plans or in these Special Provisions, the configuration of new lane striping and marking shall match that of the existing.

The contractor is responsible for layout of the revised striping. The striping quantities do not include the revised striping for these revisions. The contractor shall estimate the cost of the pavement markings necessary to make the revisions indicated and include those costs in the amount bid.

All new painted pavement markings placed under this contract shall receive a double application of traffic paint. The second application shall be applied no sooner than 3 hours after the first application.

All existing bike lane stripes are to be replaced as 6” wide solid white stripes. (Existing bike lane stripes may now be 4” wide) The existing bike lane symbols and cross walks are to be replaced in accordance with bike lane assembly details and piano key cross walk details shown on the plans.

Bike lane diamonds are no longer required.

Double yellow centerline is to be replaced with a 6” space between the two 4” stripes.

All crosswalks and stop bars shall be replaced with thermoplastic paint. Crosswalks shall be striped in a “piano key” configuration. All lengths of crosswalks are given in the lengths of the crossing at the intersection, not the length of thermoplastic needed for the crosswalk. It is the contractor’s responsibility to determine how much thermal plastic paint is needed to install the piano key crosswalk at the given lengths of the crosswalks.

All turn lane symbols, and bike assembly markers must be replaced with thermoplastic or preformed tape. If the striping is not a typical longitudinal lane marker stripe, it must be thermoplastic or preformed.

**797.4 MEASUREMENT AND PAYMENT:**

Pavement markings shall be measured and paid for as a single lump sum, to include the cost of all preparation, materials, layout and application, including the cost of those changes shown on the plans or included in the Special Provisions.

***END OF SPECIAL PROVISIONS***

# APPENDIX A

| | Street | Improvement Location | R&R SIDEWALK SF | Infill Sidewalk w/ clear & grub | R&R DRIVEWAY RAMP/WING SF | RETROFIT ADA Add domes EA | RAMP radial parallel EA | RAMP MISC OTHER EA | R&R VALLEY GUTTER APRON SF | INTEGRAL CURB FOR VG APRON LF | R&R VERTICAL CURB & GUTTER LF | ROLL CURB & GUTTER LF | R&R SCUPPER & SPILLWAY EA | R&R CATCHBASIN LID SF | Full depth ACP rebuild (PATCH) SF |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | HIGH COUNTRY TR. | | | | | | | | | | | | | | |
| From | PULLIAM DR | QUARTZ INTERSECTION | | | | 8 | | | | | | | | | |
| to | QUARTZ | 1020' WEST OF QUARTZ PC | 25.0 | | | | | | | | | | | | |
| | | 1170' WEST OF QUARTZ PC | 35.0 | | | | | | | | | | | | |
| | | 1256' WEST OF QUARTZ PC | 25.0 | | | | | | | | | | | | |
| | | VASEYS PARADISE INT. | | | | 5 | | | | | | | | | |
| | | 16' EAST OF TOPAZ PC | 25.0 | | | | | | | | | | | | |
| | | TOPAZ INT. | | | | 5 | | | | | | | | | |
| | | 10' WEST OF TOPAZ PC | 32.5 | | | | | | | | | | | | |
| | | 30' WEST OF TOPAZ PC | | | | | | | | | | | | | 480.0 |
| | | 62' WEST OF TOPAZ PC | 25.0 | | | | | | | | | | | | |
| | | 92' WEST OF TOPAZ PC | 25.0 | | | | | | | | | | | | |
| | | 142' WEST OF TOPAZ PC | 45.0 | | | | | | | | | | | | |
| | | 35' EAST OF SERPENTINE PC | 50.0 | | | | | | | | | | | | |
| | | INTERSECTION OF SERPENTINE | 145.0 | | | 5 | | | | | | | | | |
| | | 38' WEST OF SERPENTINE PC | 25.0 | | | | | | | | | | | | |
| | | 206' WEST OF SERPENTINE PC | 25.0 | | | | | | | | | | | | |
| | | 228' WEST OF SERPENTINE PC | 55.0 | | | | | | | | | | | | |
| | | 319' WEST OF SERPENTINE PC | 25.0 | | | | | | | | | | | | |
| | | 355' WEST OF SERPENTINE PC | | | | | | | | | | | | | 1,125.0 |
| | | 437' WEST OF SERPENTINE PC | 25.0 | | | | | | | | | | | | |
| | | EAST OF PULLIAM PC | 17.5 | | | | | | | | | | | | |
| | | 90' WEST OF SERPENTINE PC | | | | | | | | | | | | | 272.0 |
| | | PULLIAM PC TO SERPENTINE PC | | | | | | | | | | | | | 5,280.0 |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | Total | 605.00 | 0.00 | 0.00 | 23.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7,157.00 |
| 2 | BLACKBIRD ROOST | | | | | | | | | | | | | | |
| From | RT. 66 | 143' SOUTH OF PC | | | 103 | | | | | | | | | | |
| to | CLAY AVE. | 165' SOUTH OF CLAY PC | | | 20 | | | | | | | | | | |
| | | NORTH OF McCRACKEN PC | 20 | | | | | | | | | | | | |
| | | McCracken PC | | | | | | | | | 26.0 | | | | |
| | | 165' FROM MCCRACKEN PC | 14 | | | | | | | | | | | | |
| | | 250' FROM MCCRACKEN PC | | | 120 | | | | | | | | | | |
| | | 290' FROM MCCRACKEN PC | 16 | | | | | | | | | | | | |
| | | START: ROUTE 66 HEADING NORTH | | | | | | | | | | | | | |
| | | 67' FROM ROUTE 66 PC | | | 150 | | | | | | | | | | |
| | | 284' FROM ROUTE 66 | | | | | | | | | 53.0 | | | | |
| | | 308' FROM ROUTE 66 | | | | | | | | | 26.0 | | | | |
| | | 360' FROM ROUTE 66 | | | | | | | | | 28.0 | | | | |
| | | 385' FROM ROUTE 66 PC | | | | | | | | | 128.0 | | | | |
| | | 516' FROM ROUTE 66 PC | | | | | | | | | 28.0 | | | | |
| | | 544' FROM ROUTE 66 PC | | | | | | | | | 115.0 | | | | |
| | | 659' FROM ROUTE 66 PC | | | | | | | | | 45.0 | | | | |
| | | INT. CHATEAU SOUTH CURB | | | | | | | | | 35.0 | | | | |
| | | INT. CHATEAU NORTH CURB | | | | | | | | | | | | | |
| | | 555 BLACKBIRD ROOST | | | | | | | | | 18.0 | | | | |
| | | 903 CLAY AVE | | | 200 | | | | | | | | | | |
| | | Total | 50.00 | 0.00 | 593.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 502.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 3 | RIORDAN RD. | MILTON NORTH EAST CORNER | | | | 2.0 | | | | | | | | | |
| From | MILTON RD. | 590 W RIORDAN | 24.0 | | | | | | | | | | | | |
| to | RIORDAN RANCH ST. | 590 W RIORDAN | 72.0 | | | | | | | | | | | | |
| | | INT. RIORDAN RANCH NORTH SIDE | | | 56.0 | | | | | | | | | | |
| | | REBUILD CATCH BASIN? | | | | | | | | | | | | | |
| | | INT. RIORDAN RANCH SOUTH EAST CORNER | 65 | | | 1 | | | | | | | | | |
| | | INT. RIORDAN RANCH SOUTH WEST CORNER | | | | | 1 | | | | | | | | |
| | | 605 RIORDAN | | | 160.0 | | | | | | | | | | |
| | | 1050 S MILTON | | | | | | | | | | | | | |
| | | MILTON SOUTH EAST CORNER | 120 | | | 1 | | | | | | | | | |
| | | Total | 281.00 | 0.00 | 216.00 | 4.00 | 1.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | RIORDAN RD. | START: METZ WALK | | | | 1.0 | | | | | | | | | |
| From | MILTON RD. | MILTON NORTH WEST CORNER | | | | 2 | | | | | | | | | |
| to | METZ WALK | MILTON SOUTH WEST CORNER | 100 | | | 1 | | | | | | | | | |
| | | 717 W RIORDAN | 4.0 | | | | | | | | | | | | |
| | | 717 W RIORDAN | 27.5 | | | | | | | | | | | | |
| | | 717 W RIORDAN | 40.0 | | | | | | | | | | | | |
| | | SOUTH EAST CORNER AT METZ WALK | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | Total | 172.00 | 0.00 | 0.00 | 4.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 5 | GRANDVIEW DR. | 3608 GRANDVIEW | | | | | | | | | | 23.0 | | | |
| From | LINDA VISTA DR. | 3618 GRANDVIEW | | | | | | | | | | 16.0 | | | |
| to | PARADISE RD. | 3712 GRANDVIEW | | | | | | | | | | | | | |
| | | 3726 GRANDVIEW | | | | | | | | | | 80.0 | | | |
| | | 3735 GRANDVIEW | | | | | | | | | | 58.0 | | | |

| | Street | Improvement Location | R&R SIDEWALK SF | Infill Sidewalk w/ clear & grub SF | R&R DRIVEWAY RAMP/WING SF | RETROFIT ADA Add domes EA | RAMP radial parallel EA | RAMP MISC OTHER EA | R&R VALLEY GUTTER APRON SF | INTEGRAL CURB FOR VG APRON LF | R&R VERTICAL CURB & GUTTER LF | ROLL CURB & GUTTER LF | R&R SCUPPER & SPILLWAY EA | R&R CATCHBASIN LID SF | Full depth ACP rebuild (PATCH) SF |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 3725 GRANDVIEW | | | | | | | | | | 26.0 | | | |
| | | 3723 GRANDVIEW | | | | | | | | | | | | | |
| | | 3707 GRANDVIEW | | | | | | | | | | 10.0 | | | |
| | | 3703 GRANDVIEW | | | | | | | | | | 13.5 | | | |
| | | 3619 GRANDVIEW | | | | | | | | | | 17.0 | | | |
| | | 3619 GRANDVIEW | | | | | | | | | | | | | |
| | | 3609 GRANDVIEW | | | | | | | | | | 23.0 | | | |
| | | 1124 LINDA VISTA | | | | | | | | | | | | | |
| | | INTERSECTION OF GRANDVIEW AND LINDA VISTA | | | | 2 | | | | 136.0 | 34.0 | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | Total | 0.00 | 0.00 | 0.00 | 2.00 | 0.00 | 0.00 | 0.00 | 136.00 | 34.00 | 267.00 | 0.00 | 0.00 | 0.00 |
| 6 | WALGREENS ST. | **SOUTH SIDE** | | | | | | | | | | | | | |
| From | TRUCK ENTRANCE | WALGREENS BUILDING SOUTH DRIVEWAY | | | | 2 | | | | | | | | | 5,137.5 |
| to | INDUSTRIAL DR. | WALGREENS BUILDING FRONTAGE | | 3,655.0 | | | 4 | | | | | | | | |
| | | WALGREENS/INDUSTRIAL INTERSECTION | | | | | 1 | | | | | | | | |
| | | **WEST/NORTH SIDE** | | | | | | | | | | | | | |
| | | 2469 WALGREENS | | 435.0 | | | | | | | | | | | |
| | | 2463A WALGREENS | | 475.0 | | | | | | | | | | | |
| | | 2437 WALGREENS | | 1,300.0 | 270.0 | | | | | | | | | | |
| | | 2385 WALGREENS | | 355 | 330 | | | | | | | | | | |
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| | | Total | 0.00 | 6,220.00 | 600.00 | 2.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,138.00 |
| 7 | WALGREENS ST. | **SOUTH SIDE** | | | | | | | | | | | | | |
| From | VICKEY ST. | 2100 WALGREENS WEST DRIVEWAY WING (COMMERCIAL) | | | 20.0 | | | | | | | | | | |
| to | TRUCK ENTRANCE | 2126 WALGREENS | | | | | | | | | 13.0 | | | | |
| | | 2248 WALGREENS | | | 93.0 | | | | | | 6.0 | | | | |
| | | 2268 WALGREENS | 25.0 | | 92.0 | | | | | | 10.0 | | | | |
| | | 2274/2320 WALGREENS | | 780.0 | | | | | | | 152.0 | | | | |
| | | 2332 WALGREENS | 25.0 | | 159.0 | | | | | | 13.0 | | | | 159.0 |
| | | **NORTH SIDE** | | | | | | | | | | | | | |
| | | 2357 WALGREENS | | | 147.0 | | | | | | | | | | |
| | | 2323 WALGREENS | | 2,000.0 | 201.0 | | | | | | 10.0 | | | | |
| | | OLSEN'S GRAIN | 75.0 | | 222.0 | | | | | | | | | | |
| | | WALGREENS/STEVES INTERSECTION | 30.0 | | | 2 | | | | | | | | | |
| | | 2225 STEVES | | | 117.0 | | | | | | 11.0 | | | | |
| | | 2133 WALGREENS | 25.0 | | | | | | | | 18.0 | | | | |
| | | Scupper needed between COF water services and Olsen's Grain | | | | | | | | | | | 1.0 | | |
| | | | | | | | | | | | | | | | |
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| | | Total | 180.00 | 2,780.00 | 1,051.00 | 2.00 | 0.00 | 0.00 | 0.00 | 0.00 | 233.00 | 0.00 | 1.00 | 0.00 | 159.00 |
| 8 | STEVANNA | **NORTH SIDE** | | | | | | | | | | | | | |
| From | HIGHWAY 180 | 1720 STEVANNA | | | | | | | | | | 34.0 | | | |
| to | END | VALLEY GUTTER | | | | | | | | 234.0 | | | | | |
| | | 1680 STEVANNA | 14.0 | | | | | | | | | 76.0 | | | |
| | | 1660 STEVANNA | 16.0 | | | | | | | | | 12.0 | | | |
| | | 1640 STEVANNA | | | | | | | | | | 20.0 | | | |
| | | 1620 STEVANNA | 291.0 | | 80.0 | | | | | | | | | | |
| | | **SOUTH SIDE** | | | | | | | | | | | | | |
| | | 1639 STEVANNA | | | | | | | | | | 44.0 | | | |
| | | 1679 STEVANNA | 40.5 | | | | | | | | | | | | |
| | | 1679 STEVANNA | 34.0 | | | | | | | | | | | | |
| | | 1701 STEVANNA | 36.0 | | | | | | | | | | | | |
| | | 1701 STEVANNA | 18.0 | | | | | | | | | | | | |
| | | 1719 STEVANNA | 20 | | | | | | | | | | | | |
| | | 1739 STEVANNA | 38.0 | | | | | | | | | | | | |
| | | 1759 STEVANNA | 32.0 | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |

| | Street | Improvement Location | R&R SIDEWALK SF | Infill Sidewalk w/ clear & grub | R&R DRIVEWAY RAMP/WING SF | RETROFIT ADA Add domes EA | RAMP radial parallel EA | RAMP MISC OTHER EA | R&R VALLEY GUTTER APRON SF | INTEGRAL CURB FOR VG APRON LF | R&R VERTICAL CURB & GUTTER LF | ROLL CURB & GUTTER LF | R&R SCUPPER & SPILLWAY EA | R&R CATCHBASIN LID SF | Full depth ACP rebuild (PATCH) SF |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | Total | 540.00 | 0.00 | 80.00 | 0.00 | 0.00 | 0.00 | 0.00 | 234.00 | 0.00 | 186.00 | 0.00 | 0.00 | 0.00 |
| 9 | MCCRACKEN CR | START BLACKBIRD ROOST | | | | | | | | | | | | | |
| From | BLACKBIRD ROOST | SOUTH CURB RAMP | 22.5 | | | 1 | | | | | 24.0 | | | | |
| to | END | 10' EAST OF CURB PC | 26.0 | | | | | | | | | | | | |
| | | 65' EAST OF PC | 96.0 | | | | | | | | | | | | |
| | | SOUTH DRIVEWAY 1 | | | 140.0 | | | | | | 4.0 | | | | |
| | | EAST DRIVEWAY 2 | | | 156.0 | | | | | | | | | | |
| | | 291' FROM SOUTH PC | 20.0 | | | | | | | | 50.0 | | | | |
| | | NORTH DRIVEWAY 3 | | | 130.0 | | | | | | | | | | |
| | | 348' FROM SOUTH PC | 20.0 | | | | | | | | | | | | |
| | | 359' FROM SOUTH PC | 16.0 | | | | | | | | | | | | |
| | | 60' EAST FROM NORTH PC | | | | | | | | | 45.0 | | | | |
| | | NORTH CURB RAMP | | | | 1 | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | Total | 201.00 | 0.00 | 426.00 | 2.00 | 0.00 | 0.00 | 0.00 | 0.00 | 123.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 10 | FANNING DR. | INT. INDUSTRIAL AND FANNING | 60.0 | | | | | | | | 16.0 | | | | 1,189.0 |
| From | INDUSTRIAL DR | INT. INDUSTRIAL AND FANNING | 25.0 | | | | | | | | | | | | |
| to | HUNTINGTON DR | 3585 NORTH OF SOUTH DW | 35.0 | | | | | | | | | | | | |
| | | INT. FANNING AND HUNTINGTON | | | | | | | | | | | | | 2,524.0 |
| | | Segment 3 | | | | | | | | | | | | | 666.0 |
| | | Segment 2 | | | | | | | | | | | | | 1,064.0 |
| | | Segment 1 | | | | | | | | | | | | | 950.0 |
| | | ABC Roofing | | | | | | | | | | | | | 342.0 |
| | | Total | 120.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 16.00 | 0.00 | 0.00 | 0.00 | 6,735.00 |
| 11 | GEMINI RD | START: BUFFALO PARK NORTH WEST SIDE | | | | 1.0 | | | | | | | | | |
| From | FOREST AVE | 36' FROM NASA BLVD DW (NORTH SIDE) | 30.3 | | | | | | | | | | | | |
| to | END | 36' FROM NASA BLVD DW (SOUTH SIDE) | 93.5 | | | | | | | | | | | | |
| | | 41' FROM NASA DW - (SOUTH SIDE) | 33.0 | | | | | | | | | | | | |
| | | RACHEL CARSON RD | | | | 2.0 | | | | | | | | | 522.0 |
| | | RACHEL CARSON RD | | | | | | | | | | | | | 481.0 |
| | | COOLEY DR | | | | 2.0 | | | | | | | | | 180.0 |
| | | 2225 GEMINI (80' SOUTH FROM COOLEY DR) | 25.0 | | | | | | | | | | | | |
| | | 2201 GEMINI - NORTH OF HYDRANT | 25.0 | | | | | | | | | | | | |
| | | 2201 GEMINI - 34' WEST OF FOREST PC | 25.0 | | | | | | | | | | | | |
| | | 306' FROM FOREST PC (EAST SIDE OF ROAD) | 100.0 | | | | | | | | | | | | |
| | | NORTH EAST END | 85.0 | | | | | | | | | | | | 3,100.0 |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | Total | 417.00 | 0.00 | 0.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,283.00 |
| 12 | LATROBE CIR | 1886 EDGEWOOD | | | | | | | | | | 25.0 | | | |
| From | EDGEWOOD ST | 5521 LATROBE | | | | | | | | | | 28.0 | | | |
| to | END | 5531 LATROBE | | | | | | | 100 | | | | | | |
| | | CENTER OF CULDESAC | | | | | | | | | | | | | 920.0 |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | Total | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 | 53.00 | 0.00 | 0.00 | 920.00 |
| 13 | LA COSTA LN | 1300 LA COSTA | | | | | | | | 37.0 | | | | | |
| From | EAST END | 1330 LA COSTA | | | | | | | | | | | | | 168.0 |
| to | NORTH END | 1340 LA COSTA | | | | | | | | | | 20.0 | | | |
| | | 1341 LA COSTA | | | | | | | | | | 23.0 | | | |
| | | 1321 LA COSTA | | | | | | | | | | 15.0 | | | |
| | | 4701 LA QUINTA | | | | | | | | | | | | | 104.0 |
| | | 1301 LA COSTA | | | | | | | | | | | | | 240.0 |
| | | | | | | | | | | | | | | | |
| | | Total | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 37.00 | 0.00 | 58.00 | 0.00 | 0.00 | 512.00 |
| 14 | LA QUINTA WAY | 4701 LA QUINTA | | | | | | | | | | | | | 182.0 |
| From | LACOSTA WAY | 4711 LA QUINTA | | | | | | | | | | | | | 0.0 |
| to | CUL-DE-SAC | 4721 LA QUINTA | | | | | | | | | | 11.0 | | | |
| | | 4720 LA QUINTA | | | | | | | | | | 12.0 | | | 0.0 |
| | | 4710 LA QUINTA | | | | | | | | | | 24.0 | | | 0.0 |
| | | 1321 LA COSTA | | | | | | | | | | | | | 90.0 |
| | | | | | | | | | | | | | | | |

| Street | | Improvement Location | R&R SIDEWALK SF | Infill Sidewalk w/ clear & grub | R&R DRIVEWAY RAMP/WING SF | RETROFIT ADA Add domes EA | RAMP radial parallel EA | RAMP MISC OTHER EA | R&R VALLEY GUTTER APRON SF | INTEGRAL CURB FOR VG APRON LF | R&R VERTICAL CURB & GUTTER LF | ROLL CURB & GUTTER LF | R&R SCUPPER & SPILLWAY EA | R&R CATCHBASIN LID SF | Full depth ACP rebuild (PATCH) SF |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | |
| | | Total | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 47.00 | 0.00 | 0.00 | 272.00 |
| 15 | HARRIS WAY | 3325 Harris Way | | | 32.0 | | | | | | | | | | |
| From | LINDA VISTA DR. | 3345 HARRIS | 12.0 | | | | | | | | | | | | |
| to | EVEREST | 3365 HARRIS | 14.0 | | | | | | | | | | | | |
| | | 3385 HARRIS - SOUTH OF DW | 16.0 | | | | | | | | | | | | |
| | | 3385 HARRIS - SOUTH OF DW | 80.0 | | | | | | | | | | | | |
| | | 3405 HARRIS | 40.0 | | | | | | | | | | | | |
| | | INT. HARRIS & EVEREST | | | | | 2 | | 318 | 40.0 | | | | | |
| | | 1585 EVEREST WAY | 48.0 | | | | | | | | | | | | |
| | | 3420 HARRIS | | | 88.0 | | | | | | | | | | |
| | | 3380 HARRIS | | | 92.0 | | | | | | | | | | |
| | | 3360 HARRIS | 16.0 | | | | | | | | | | | | |
| | | 3360 HARRIS | 48 | | | | | | | | | | | | |
| | | Total | 274.00 | 0.00 | 212.00 | 0.00 | 2.00 | 0.00 | 318.00 | 40.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

# APPENDIX B

# APPENDIX C

# AS-BUILT PLANS/RECORD DRAWINGS CHECKLIST

for

City of Flagstaff Public Improvements

December 12, 2019

**General (applies to entire plan set)**

_____ As-Builts/Record Drawings plan set shall contain all sheets from the approved design/construction plan set (cover sheet to last sheet including details). This includes Landscape Plan, Retaining Wall sheets and Resource Protection Plan (if applicable)

_____ As-Built survey data shall tie into the same horizontal and vertical control as that used for the approved construction plans

_____ All plan sheets shall have an Engineer seal per B.T.R. rules.

_____ Certification. All as-built plans shall contain a statement by a licensed professional engineer who is currently registered in the State of Arizona certifying the drawings to be as-built. All plans must also contain the seal and signature of said registered professional.

_____ All survey data given by the as-built plans shall be performed by a registered land surveyor who is currently registered in the State. Plans must show seal and signature of registrant

_____ Any easements or ROW recorded must include the instrument number

_____ If the As-Built Engineer is different from the Design Engineer, provide the As-Built Engineer contact info on cover sheet.

_____ Place "As-Built" or "Record Drawing" lettering and date in lower right hand corner of all sheets.

_____ Improvements deleted in the field shall be crossed out with an "x" and labeled "not built".

_____ Improvements changed from the approved design plans shall be reflected and clearly called out by "clouding".

_____ Plan sheets that represent improvements that were not changed from the approved design plans shall have "Per Plan" placed in the lower right hand corner.

**Sanitary Sewer Plans**

_____ Improvements built exactly per design plan shall have the elevations/stations noted within parenthesis and marked "AB".

_____ Stations for all manholes, cleanouts, services and lateral stub-outs.

____ Manhole pipe invert elevations (in and out) and manhole rim elevations shall be determined by field surveying.

_____ Pipe lengths indicated on both plan and profile.

_____ Recalculate longitudinal pipe slopes for all pipe segments. (All measurements to MH Centers)

_____ Stations and length of pipe encasements/extra protection.

_____ Anode locations, valves and tracer wire connection stations and cross ties to two permanent structures at least 30" high

**Water Plans**

_____ Stations of all water services including landscape and fire lines. At least two (2) horizontal cross-ties

_____ Stations of all fire hydrants.

_____ Stations of all valve boxes, blow-offs, and air release valves.

_____ Stations of all bends, tees, and bell restraints.

_____ Profile view of all pipeline vertical alignments, including stations of all fittings, depth to finish grade, and pipe separation dimensions.

_____ Stations and length of pipe encasements/extra protection.

_____ Horizontal cross ties to two permanent structures (fire hydrants, light poles & ID #, power poles & ID #, etc.) for all valve boxes.

_____ Anode locations, valves and tracer wire connection stations and cross ties to two permanent structures at least 30" high

**Drainage Plans**

_____ Inverts for storm sewer pipes at inlets and manholes shall be determined by field surveying.

_____ Recalculate longitudinal pipe slopes for all pipe segments.

**Street/Trail Plans**

_____ Stations of all survey monuments – existing and new

_____ Sleeve/conduit/casing types, sizes, locations and stations.

_____ Provide spot elevations at intersections as well as pavement and curb every 500 ft.

**Street Lights and Traffic Signal Plans**

_____ Stations for all street illumination lights.

_____ Locations of all traffic signal poles, cabinets, J-boxes and related conduits.

_____ Abandonment of existing conduits and facilities.

_____ Location of signage related to traffic signal.

**Miscellaneous**

_____ Major unexpected dry utility crossings of water and sewer mains

_____ Unforeseen underground structures exposed during water and sewer main construction such as vaults

_____ Major constructed dry utilities

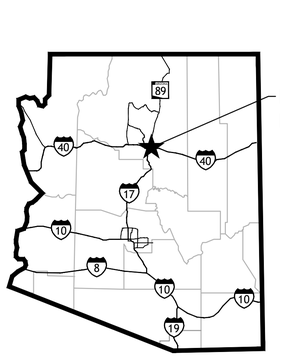
____ ADA compliance within the ROW, spot elevations, cross and longitudinal slopes

# CITY OF FLAGSTAFF
# 2022 STREET MAINTENANCE PROGRAM

### COF PROJECT NUMBER 01-22001

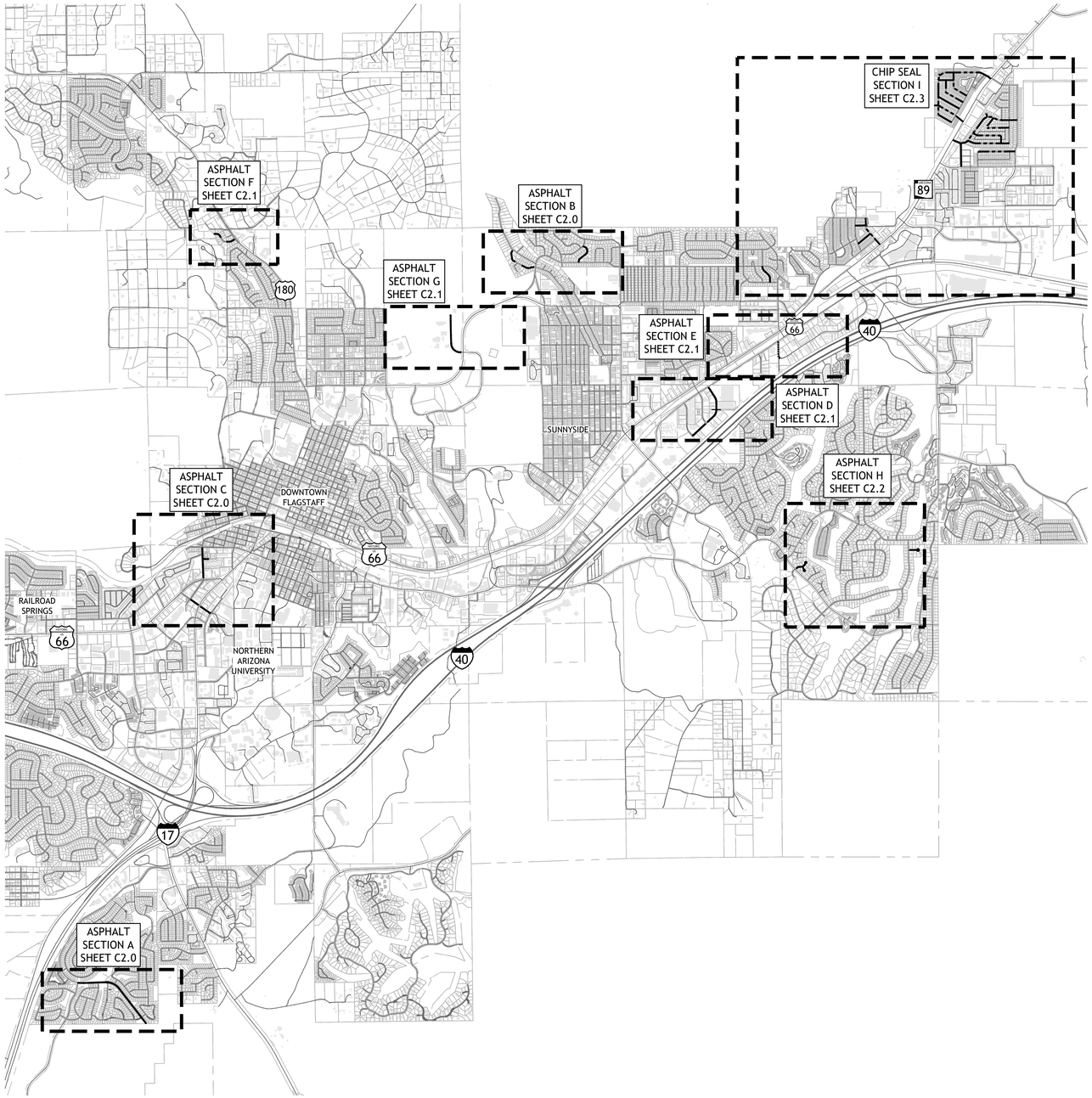
**CIVIL IMPROVEMENTS SHEET INDEX**


| | |
|---|---|
| C1.0 | COVER |
| C1.1 | NOTES AND LEGEND |
| C1.2 | DETAILS |
| C2.0 | MILL & OVERLAY |
| C2.1 | MILL & OVERLAY |
| C2.2 | MILL & OVERLAY |
| C2.3 | CHIP SEAL |
| C2.4 | EDGE IMPROVEMENTS |
| C2.5 | EDGE IMPROVEMENTS |
| C3.0 | IMPROVEMENT SCHEDULE |


PROJECT LOCATION

VICINITY MAP
NOT TO SCALE




AREA MAP
NOT TO SCALE

***OWNER***

City of Flagstaff
211 W Aspen Ave.
Flagstaff, AZ 86001
Contact: Adam Miele, P.E.
Phone: 928-213-2108

***CIVIL ENGINEER***

Peak Engineering,Inc.
201 E Birch Ave, Suite 3
Flagstaff, AZ 86001
Contact: Thomas E. Smith, P.E.
Phone: (928) 774-4046

***CITY OF FLAGSTAFF APPROVALS***

City Engineer — DATE

City Public Works Director — DATE

***UTILITY ACKNOWLEDGEMENTS***

| | |
|---|---|
| Approval Letter Included with Submittal | 04/7/2022 |
| LUMEN | DATE |
| Approval Letter Included with Submittal | 05/10/2022 |
| UniSource Energy | DATE |
| Approval Letter Included with Submittal | 04/14/2022 |
| APS | DATE |
| Approval Letter Included with Submittal | 04/22/2022 |
| ALTICE | DATE |

FINAL 1 PLANS

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DATE | DESCRIPTION | REVISION


201 E. Birch Ave.
Flagstaff, AZ 86001
(928) 774-4046

Peak ENGINEERING, INC.
*Connecting Place to People*


Certificate No. 42777 THOMAS E. SMITH DATE SIGNED 5/13/22 ARIZONA U.S.A.

***CITY OF FLAGSTAFF***
***2022 STREET MAINTENANCE PROGRAM***
COVER

*COF PROJECT NO. 01-22001*

JOB NO:22COF01 | BY:MRB/CBW | CHECKED:TES
DATE: MAY 2022

***C1.0***

## ENGINEER'S GENERAL NOTES

The work shall be done in accordance with the most current edition(s) of the following specifications and these plans.

- City of Flagstaff (COF) Engineering Design & Construction Standards
- Maricopa Association of Governments (MAG): Uniform Standard Specifications & Standard Details for Public Works Construction
- Manual on Uniform Traffic Control Devices (MUTCD)
- Arizona Department of Transportation Standard Specifications for Road and Bridge Construction

It is the Contractor's responsibility to obtain copies of the above Standards, Specifications and Details as well as all other standards and specifications referenced by or necessary for interpreting these plans. The Contractor is not relieved of responsibility for making complete and accurate on-site determinations of the locations of all utilities, structures and field conditions, which may affect the progress of the work.

PERMITS. The Contractor is responsible for determining what permits are required for the work and obtaining, at his own expense, the permits required unless otherwise noted in the Special Provisions. Permitting includes compliance with the Arizona Department of Environmental Quality (ADEQ) Arizona Pollutant Discharge Elimination System (AZPDES) Construction General Permit. The Contractor is responsible for filing a Notice of Intent (NOI) and Notice of Termination (NOT) in accordance with AZPDES requirements.

UTILITIES. Underground utilities shown are approximate and were determined from field measurements, construction plans, record plans, or utility maps furnished by others. The Contractor is responsible for determining the actual locations of all underground lines that may affect the work. The Contractor is responsible for notifying appropriate utility companies prior to construction commencing. The number to call is 811 or online at www.arizona811.com. The Contractor shall allow 2 working days after Arizona811 is notified before starting any excavation work in the proximity of buried utilities.
Where the plans call for connecting new structures to existing underground pipes or structures, the Contractor is responsible for determining the exact sizes, types and locations of existing underground improvements and furnishing the materials necessary for making the required connections.
At least 48 hours prior notice is required before disrupting utility service to make connections. The notice must include the exact time of disruption and the expected duration of loss of service.

QUANTITIES. The quantities shown are approximate and do not necessarily reflect bid schedule items. The Contractor is responsible for independently estimating work quantities prior to bidding. Payment will be based on bid schedule items.

TRAFFIC CONTROL. The Contractor is responsible for providing any necessary traffic control devices for vehicle, bicycle and pedestrian traffic affected by the construction.

STORMWATER MANAGEMENT. Adequate drainage, erosion and sediment control measures, best management practices (BMPs), and/or other stormwater management facilities shall be provided and maintained at all times during construction. The Contractor is responsible for damages to adjacent property and/or the construction site caused by his or her failure to provide and maintain adequate drainage and erosion/sediment control for the construction area.

Refer to the AZPDES Construction General Permit and ADEQ website for guidance, BMPs and reporting requirements: http://www.azdeq.gov/function/forms/appswater.html#azpdes

## CITY OF FLAGSTAFF GENERAL NOTES

1. Approval of these plans by the City Engineer is for a one year period, subsequent to the date of approval. If construction work is not started within the one (1) year period, or has been discontinued for any reason for longer than one (1) year, the plans shall be resubmitted for review and re-approval.
2. Plan review by the City does not extend to material quantities shown on the plans.
3. A public works permit, issued by the City, is required for all work in City rights-of-way or easements and for construction of any improvements intended to become public property.
4. The City shall be notified twenty-four (24) hours prior to beginning different phases of construction so that City Inspectors may be scheduled.
5. All materials and workmanship shall comply with Title 13, Engineering Design Standards and Specifications for New Infrastructure, current "MAG Uniform Standard Specifications and Details for Public Works Construction,"the City of Flagstaff Stormwater Design Manual, and with generally accepted engineering design and construction practice. All work and materials, which do not conform to the standards and specifications, are subject to removal and replacement at the contractor's expense. The contractor is responsible for reviewing Chapter 13-21, which makes minor modifications to certain MAG Specifications and details.
6. Any work performed without the knowledge and approval of the City Engineer or his authorized representative is subject to removal and replacement at the contractor's expense.
7. The City Engineer or his authorized representative may suspend the work by written notice when, in his judgment, progress is unsatisfactory, work being done is unauthorized or defective, weather conditions are unsuitable, or there is danger to the public health or safety.
8. The City Engineer may order any or all materials used in the work to be tested according to the American Association of State Highway and Transportation Officials (AASHTO) and the American Society for Testing and Materials (ASTM) Standards. The Contractor shall, at his expense, supply all samples required for testing.
9. Access that meets Section 13-13-004-0001, Fire Access, shall be in place and approved before and at all times during onsite combustible construction and/or prior to issuance of building permits in new subdivisions. Fire Department and Engineering Section approval is required for obstruction of access or water system shutdown.
10. The contractor shall be responsible for maintenance of the streets and of partially completed portions of the work until final acceptance of the work. The contractor shall submit to the City Engineer for approval a construction schedule for any streets required to be closed or partially closed for the construction activity. The contractor shall reopen the streets no later than the opening date shown on the construction schedule or upon order of the City Engineer. The regulation and control of construction traffic shall be as directed by the City Engineer or his authorized representative.
11. Approval of a portion of the work in progress does not guarantee its final acceptance. Testing and evaluation may continue until written final acceptance of a complete workable unit. Any defects which appear in the work within one (1) year from the date of acceptance and which are due to improper workmanship or inferior materials supplied shall be corrected by or at the expense of the owner/developer or the contractor.
12. Acceptance of completed public improvements will not be given until defective or unauthorized work is removed, and final clean-up is complete.
13. Location of underground utilities before work is begun is to be accomplished in accordance with A.R.S. Section 40-360.22.
14. If work is done on private property in relation to a project constructed under these standards, the contractor will provide the City with written authorization from the property owner to do so.
15. The establishment and use of temporary construction yards shall conform to the current City zoning code standards for temporary uses.
16. All excavated material shall be disposed of in accordance with applicable City codes and regulations. The contractor shall obtain all required City approvals and permits as deemed necessary by the City to dispose of excavated material.
17. All construction staking shall be the responsibility of the contractor/developer and performed under the direct supervision of a registered land surveyor or civil engineer.
18. All traffic sign sheeting shall be Type VIII as designed by ASTM D4956-07e1 Standard Specifications for Retroreflective Sheeting for Traffic Control, unless specified otherwise on the construction plans.
19. When the construction plans specify graffiti control on bridges or other structures, the contractor shall seal the structure first using Monochem Aquaseal ME 12 and then apply Monochem Permashield, Sacrificial Graffiti Control System (or approved equal).
20. All areas disturbed during construction shall be stabilized and reseeded in accordance with Chapter 13-17. In the event that the construction activity disturbs more than one (1) acre, a stormwater pollution prevention plan (SWPPP) shall be prepared in order to obtain a construction general permit from ADEQ. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

## CITY OF FLAGSTAFF PAVING NOTES

A. Exact point of matching termination and overlay, if necessary, shall be determined in the field by the City Engineer or his authorized representative. When a longitudinal joint associated with a trench path, pavement matchup or other occurs on a street that includes a bike lane, the joint shall be located outside the bike lane.
B. No job will be considered complete until:
   1. All curbs, pavements, sidewalks, catch basins, storm drains, and manholes have been cleaned of all dirt and debris;
   2. Survey monuments are installed and stamped; and
   3. All frames, covers, and valve boxes are adjusted to grade.
C. No paving construction shall be started until all utility lines are completed and approved under proposed paved areas.
D. Base course will not be placed until subgrade has been approved by the City Engineer or his authorized representative.
E. The location of all water valves, fire hydrants, and manholes must at all times during construction be referenced and made accessible to the City.
F. Utility facilities in conflict with this work will be relocated by the permittee or the utility owner. This activity shall be coordinated with the owner of the utility to prevent any unnecessary interruption of service to existing customers.
G. Existing street name signs, traffic signs and devices associated with the project shall be maintained during construction and relocated by the contractor as shown on the approved plans.
H. Any changes or additions to pavement markings caused by pavement overlay, chip seal, or installation of underground facilities shall be shown on the approved plans.
I. On projects where the contractor causes excessive damage to an existing paved street or there are multiple street cuts (maximum of four (4) in five hundred (500) feet) an asphalt overlay shall be required.
J. A prime coat is not required unless so specified in the soils and pavement report and/or shown on the plans.
K. All curb and gutter, sidewalk, driveways, and sidewalk ramps shall be constructed on a minimum three (3) inches of aggregate base course (ABC). The ABC shall be constructed in accordance with MAG Section 310, and shall be compacted to ninety-five percent (95%) relative density. All precast structures such as manhole bases, catch basins, and box culverts shall be constructed on a minimum of three (3) inches of ABC.
L. Permanent Pavement Markings.
   1. Longitudinal pavement markings shall be installed in accordance with Section 13-16-006-0001.
   2. Transverse pavement markings such as stop bars, crosswalks, arrows, and legends shall be installed in accordance with Section 13-16-006-0002.
M. Temporary Pavement Markings.
   1. Temporary pavement markings, when approved, shall be installed in accordance with Sections 13-16-006-0001 and 13-16-006-0002.

NOTES:
   1. The use of temporary markings is strongly discouraged and may only be used with prior approval. When it is used, the contractor must be available to restripe as needed until the permanent markings can be installed.
   2. When it is impracticable for the contractor to provide permanent markings, the City Public Works Department may install the markings on behalf of the contract provided the fee for the work is agreed upon and paid for in advance.

N. The maximum thickness of a single lift of pavement shall be four (4) inches. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

## ABBREVIATIONS

| | |
|---|---|
| AC | ASPHALTIC CONCRETE PAVEMENT |
| ACP | ASBESTOS CEMENT PIPE |
| ADOT | ARIZONA DEPARTMENT OF TRANSPORTATION |
| APN | ASSESSORS PARCEL NUMBER |
| BC | TOP BACK OF CURB |
| BO | BLOW-OFF |
| BP | BEGIN POINT ALIGNMENT |
| BR | BOTTOM OF RAMP |
| BS | BOTTOM OF STAIR |
| BW | BOTTOM OF WALL |
| C&G | CURB & GUTTER |
| CL | CENTERLINE |
| CMP | CORRUGATED METAL PIPE |
| COF | CITY OF FLAGSTAFF |
| COMM | COMMERCIAL |
| D/W | DRIVEWAY |
| E | EASTING |
| EG | EXISTING GRADE |
| EL - ELEV | ELEVATION |
| EP | END POINT ALIGNMENT |
| EX | EXISTING |
| FC | FACE OF CURB |
| FFE | FINISHED FLOOR ELEVATION |
| FG | FINISHED GRADE |
| GB | GRADE BREAK |
| HDPE | HIGH DENSITY POLYETHYLENE |
| INV | INVERT |
| LEN | LENGTH |
| LPS | LOW PRESSURE SODIUM |
| LT - L | LEFT |
| MAC | MODIFIED ASPHALTIC CONCRETE |
| MAG | MARICOPA ASSOCIATION OF GOVERNMENTS |
| MAX | MAXIMUM |
| MB | MAIL BOX |
| ME | MATCH EXISTING |
| MIN | MINIMUM |
| MP | MID POINT (CURVE) |
| N | NORTHING |
| NA | NOT APPLICABLE |
| OFS | OFFSET |
| PC | POINT OF CURVATURE |
| PCC | POINT OF COMPOUND CURVATURE |
| PCCP | PORTLAND CEMENT CONCRETE PAVEMENT |
| PRC | POINT OF REVERSE CURVATURE |
| PRV | PRESSURE RELIEF VALVE |
| PT | POINT OF TANGENCY |
| PVC | POINT OF VERTICAL CURVATURE |
| PVI | POINT OF VERTICAL INTERSECTION |
| PVT | POINT OF VERTICAL TANGENCY |
| RAD - R | RADIUS |
| RCP | REINFORCED CONCRETE PIPE |
| RES | RESIDENTIAL |
| ROW - R/W | RIGHT OF WAY |
| RS | RESTRIPE |
| RT - R | RIGHT |
| S | SIGN |
| SD | STORM DRAIN |
| SRP | SPIRAL RIBBED PIPE |
| SS | SANITARY SEWER |
| STA | STATION |
| SW | SIDEWALK |
| TC | TOP OF CURB |
| TR | TOP OF RAMP |
| TS | TOP OF STAIR |
| TW | TOP OF WALL |
| VG | VALLEY GUTTER |
| WL | WATER LINE |
| WM | WATER METER |
| WV | WATER VALVE |

FINAL 1 PLANS

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ARIZONA811 Call 811 or click Arizona811.com

| REVISION | DESCRIPTION | DATE |
|---|---|---|
| | | |

201 E. Birch Ave.
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(928) 774-4046

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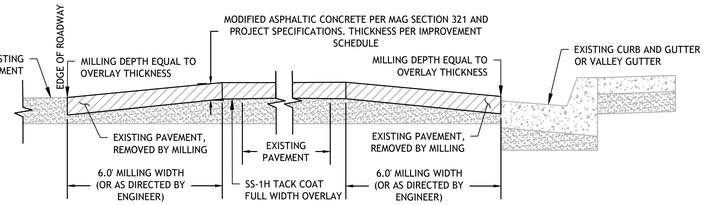
Certificate No. 42777 THOMAS E. SMITH Date 05/15/2022 Registered Professional Engineer (Civil) State of Arizona

CITY OF FLAGSTAFF
2022 STREET MAINTENANCE PROGRAM
NOTES & LEGEND

COF PROJECT NO. 01-22001

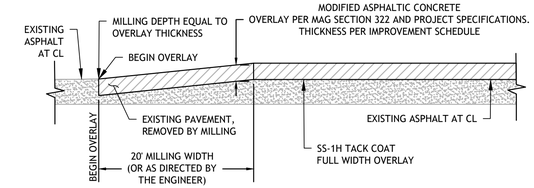
JOB NO:22COF01 | BY:MRB/CBW
DATE: MAY 2022 | CHECKED:TES

C1.1



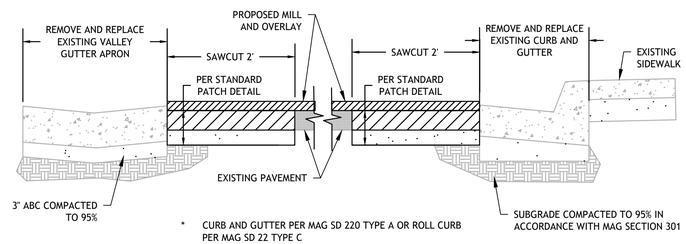

* ALL DEPRESSIONS/RUTS IN EXCESS OF ¾" SHALL BE FILLED WITH HOT MIX ASPHALT (¾" MIX). SS-1H TACK COAT SHALL BE PLACED PRIOR TO HMA.

## A C1.4 EDGE MILL DETAIL
NOT TO SCALE



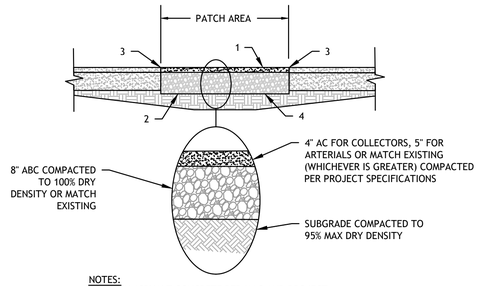

* ALL DEPRESSIONS/RUTS IN EXCESS OF ¾" SHALL BE FILLED WITH HOT MIX ASPHALT (¾" MIX). SS-1H TACK COAT SHALL BE PLACED PRIOR TO HMA.

## B C1.4 OVERLAY MATCHING DETAIL
NOT TO SCALE



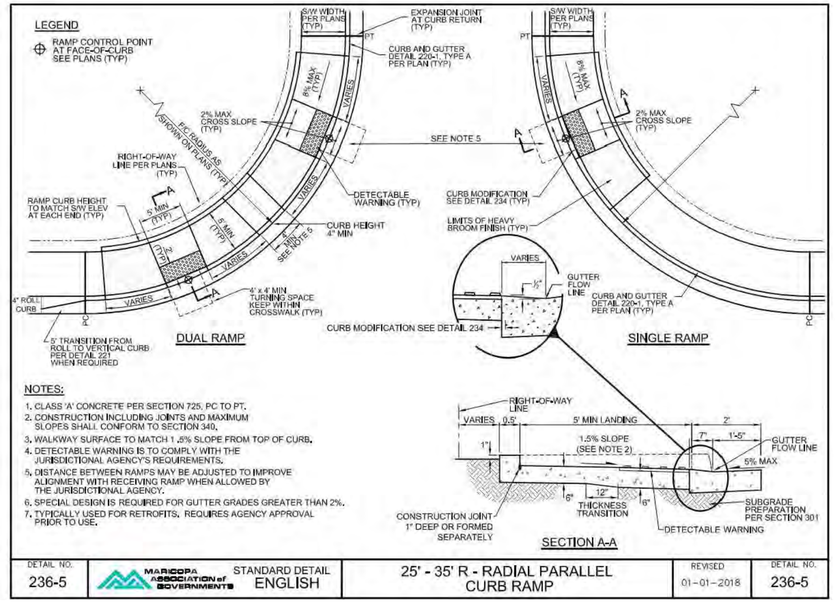

* CURB AND GUTTER PER MAG SD 220 TYPE A OR ROLL CURB PER MAG SD 22 TYPE C

## C C1.4 TYPICAL PAVEMENT R&R AT CURB AND GUTTER
NOT TO SCALE




NOTES:
1. NEW ASPHALT CONCRETE PER MAG AND PROJECT SPECIFICATIONS
2. 8" ABC PER MAG AND PROJECT SPECIFICATIONS
3. APPLY BITUMINUOUS TACK COAT TO ALL ADJOINING SURFACES OF THE EXISTING ASPHALT CONCRETE
4. EXCAVATE PATCH AREA TO A MINIMUM DEPTH OF 12" BELOW PAVEMENT GRADE. COMPACT SUBGRADE PER MAG AND PROJECT SPECIFICATIONS.
5. FREE EDGES OF PAVEMENT PATCHES TO HAVE THICKENED ASPHALT SECTION PER MAG SD 201, TYPE B.
6. SEE SPECIAL PROVISIONS, SECTION 301, 305, AND 336 FOR ADDITIONAL INFORMATION.

## D C1.4 STANDARD PATCH DETAIL
NOT TO SCALE




NOTES:
1. CLASS 'A' CONCRETE PER SECTION 725. PC TO PT.
2. CONSTRUCTION INCLUDING JOINTS AND MAXIMUM SLOPES SHALL CONFORM TO SECTION 340.
3. WALKWAY SURFACE TO MATCH 1.5% SLOPE FROM TOP OF CURB.
4. DETECTABLE WARNING IS TO COMPLY WITH THE JURISDICTIONAL AGENCY'S REQUIREMENTS.
5. DISTANCE BETWEEN RAMPS MAY BE ADJUSTED TO IMPROVE ALIGNMENT WITH RECEIVING RAMP WHEN ALLOWED BY THE JURISDICTIONAL AGENCY.
6. SPECIAL DESIGN IS REQUIRED FOR GUTTER GRADES GREATER THAN 2%.
7. TYPICALLY USED FOR RETROFITS. REQUIRES AGENCY APPROVAL PRIOR TO USE.

| DETAIL NO. | STANDARD DETAIL | | REVISED | DETAIL NO. |
|---|---|---|---|---|
| 236-5 | MARICOPA ASSOCIATION of GOVERNMENTS ENGLISH | 25' - 35' R - RADIAL PARALLEL CURB RAMP | 01-01-2018 | 236-5 |

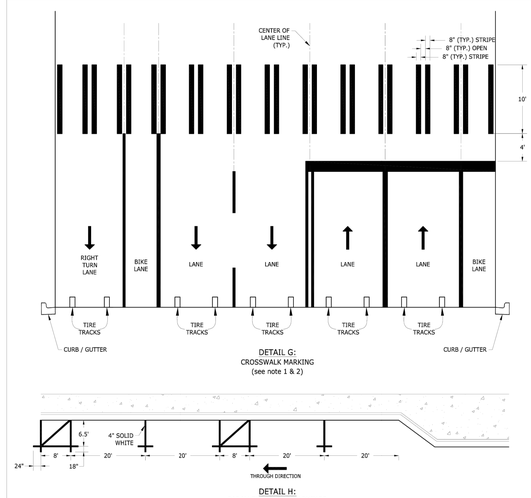



NOTES:
1. CLASS 'B' CONCRETE PER SECTION 725.
2. CONSTRUCTION INCLUDING JOINTS AND MAXIMUM SLOPES SHALL CONFORM TO SECTION 340.
3. SIDEWALK SURFACE TO MATCH 1.5 % SLOPE FROM TOP OF CURB.
4. DETECTABLE WARNING IS TO COMPLY WITH THE JURISDICTIONAL AGENCY'S REQUIREMENTS.

| DETAIL NO. | STANDARD DETAIL | | REVISED | DETAIL NO. |
|---|---|---|---|---|
| 238-2 | MARICOPA ASSOCIATION of GOVERNMENTS ENGLISH | COMBINATION CURB RAMP | 01-01-2018 | 238-2 |




## E C1.2 SIDEWALK BUMPOUT DETAIL
NOT TO SCALE

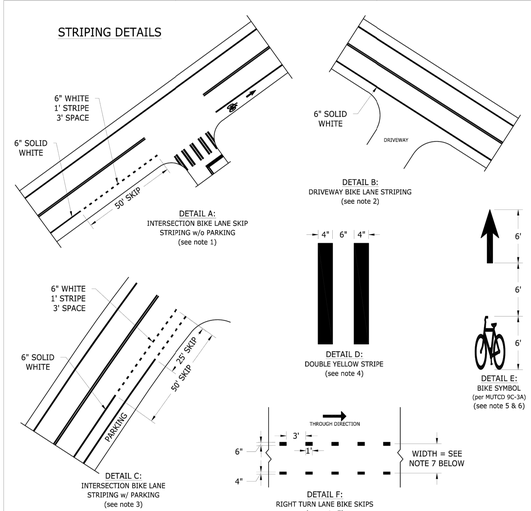



STRIPING DETAILS

NOTES:
1. FOR ROADWAYS WITH MORE OR LESS LANES, SAME CONFIGURATION APPLIES. KEEP CROSSWALK BARS CENTERED ON LANE LINES, IN CENTER OF TRAVELED PORTION OF LANE TO MINIMIZE WEAR ON CROSSWALK STRIPES, AND PARALLEL TO WHEEL PATHS. DETAIL IS INTENDED TO BE REPRESENTATIVE ONLY. FINAL LAYOUT OF PAVEMENT MARKINGS IS DEPENDENT ON SPECIFIC LANE CONFIGURATION OF STREET.
2. CITY INSPECTOR SHALL INVOLVE TRAFFIC ENGINEERING SECTION FOR REVIEWING NONSTANDARD LAYOUTS PRIOR TO INSTALLING MARKINGS, FOR WHICH AT LEAST 24-HOURS NOTICE IS REQUIRED.
3. FOR MORE THAN TWO (2) 20 FOOT PARALLEL PARKING STALLS, ONE (1) PARKING MANEUVERING BOX IS REQUIRED BETWEEN THE SECOND AND THIRD STALL.

NTS

| City of Flagstaff ENGINEERING DETAIL | INTERSECTION STRIPING | | |
|---|---|---|---|
| | DETAIL NO. 16-06-010 | REVISION DATE: 12/30/2017 | 3 4 |




NOTES:
1. USED WHEN A BIKE LANE APPROACHES AN INTERSECTION, STRIPE A SKIP SECTION OF 50 FEET ENDING AT CURB RETURN.
2. SOLID BIKE STRIPING SHALL CONTINUE ACROSS DRIVEWAYS.
3. WHEN PARKING APPROACHES AN INTERSECTION, STRIPE A SKIP SECTION OF 50 FEET ON THE TRAVEL LANE SIDE OF THE BIKE LANE AND A 25 FOOT SECTION ON THE PARKING SIDE OF THE BIKE LANE.
4. DOUBLE YELLOW STRIPING SHALL BE A 4" WIDE STRIPE, A 6" WIDE GAP, AND A 4" WIDE STRIPE.
5. BIKE LANE SYMBOLS SHALL BE 15 FEET FROM THE CURB RETURN ON THE DOWNSTREAM LEG OF ALL INTERSECTIONS.
6. THE GAPS BETWEEN BIKE SYMBOLS SHALL BE RELATIVELY STANDARD SPACING OF NO MORE THAN ¼ MILE LONG.
7. TYPICAL BIKE LANE WIDTH = 4.5', EXCEPT WHEN ADJACENT TO ON-STREET PARKING AND/OR WHEN BIKE LANE TRAVERSES BETWEEN TURN LANES, THEN WIDTH = 5'.

NTS

| City of Flagstaff ENGINEERING DETAIL | INTERSECTION STRIPING | | |
|---|---|---|---|
| | DETAIL NO. 16-06-010 | REVISION DATE: 12/30/2017 | 2 4 |

FINAL 1 PLANS

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ARIZONA811 Call 811 or click Arizona811.com

| REVISION | DESCRIPTION | DATE |
|---|---|---|
| | | |

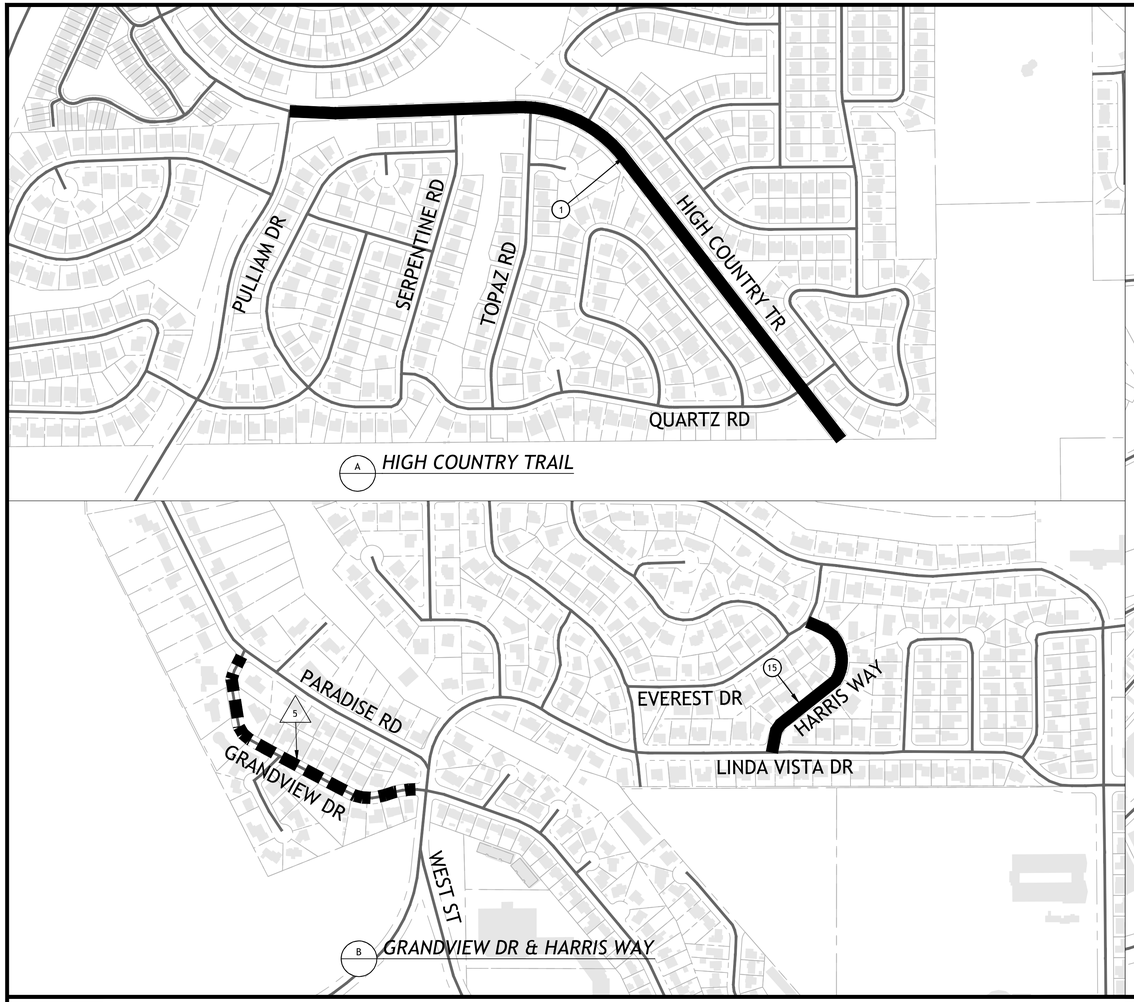

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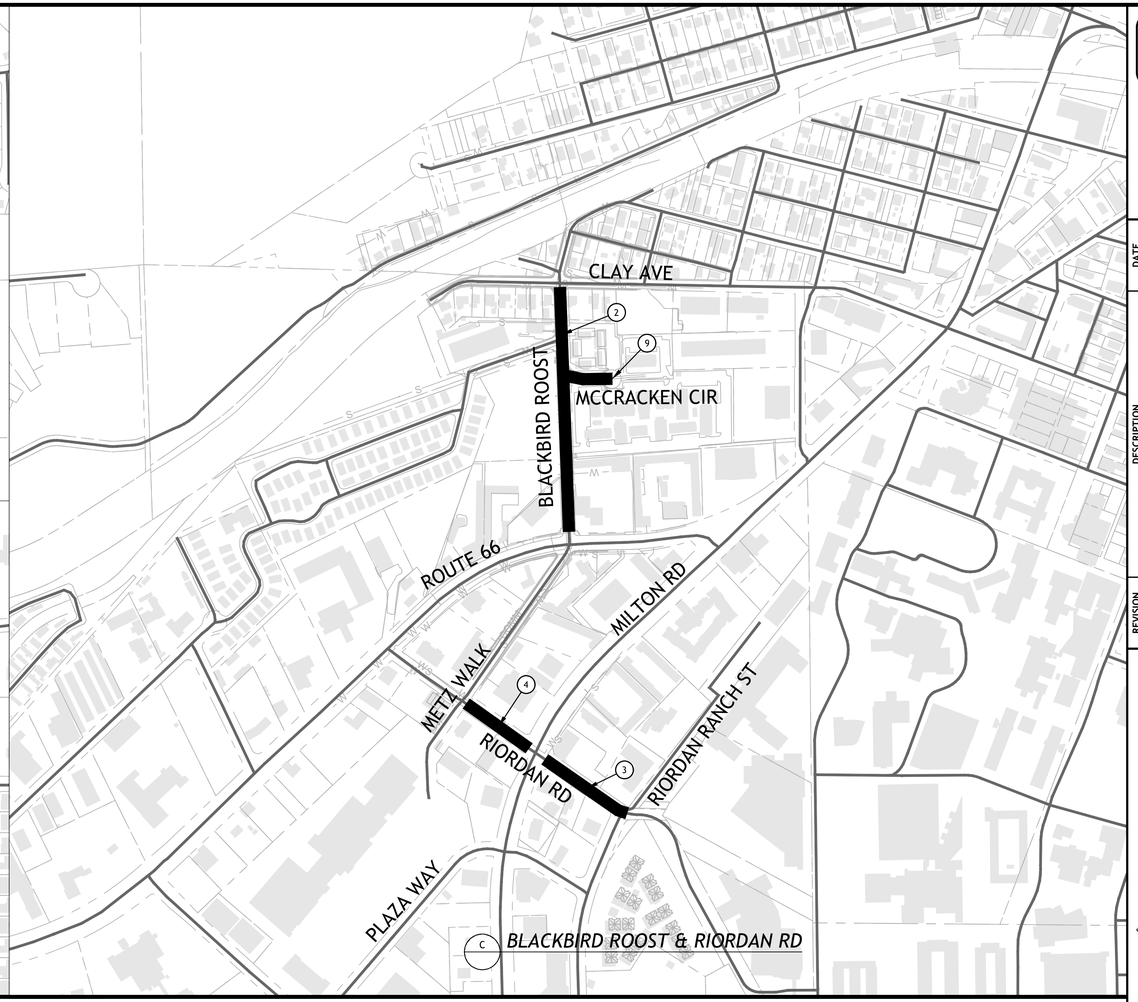

EXPIRES 12/31/2022 — 42777 THOMAS E. SMITH — REGISTERED ENGINEER — DATE SIGNED 12/15/2022 — ARIZONA U.S.A.

CITY OF FLAGSTAFF
2022 STREET MAINTENANCE PROGRAM
DETAILS
COF PROJECT NO. 01-22001

| JOB NO:22COF01 | BY:MRB/CBW | CHECKED:TES |
|---|---|---|
| DATE: MAY 2022 | | |

C1.2




**LEGEND**

MILL AND OVERLAY (X)

REMOVE & REBUILD (X)

| | MAP ID | Street Name | Start | End | Length (APPROX) | Avg. Width (APPROX) | AREA (MEASURED) | MAC Thickness | Treatment |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | FT | FT | SY | IN. | |
| * | 1 | HIGH COUNTRY TR. | PULLIAM DR | QUARTZ | 2,958 | 40 | 13,856 | 1.25 | LTC,MAC& RS |
| * | 2 | BLACKBIRD ROOST | RT. 66 | CLAY AVE. | 1,097 | 45 | 4,464 | 1.25 | LTC,MAC & RS |
| * | 3 | RIORDAN RD. | MILTON RD. | RIORDAN RANCH ST. | 460 | 50 | 2,431 | 1.25 | LTC,MAC & RS |
| * | 4 | RIORDAN RD. | MILTON RD. | METZ WALK | 400 | 40 | 1,728 | 1.25 | LTC,MAC & RS |
| * | 5 | GRANDVIEW DR. | LINDA VISTA DR. | PARADISE RD. | 1,212 | 30 | 4,216 | 4.00 | REBUILD |
| | 6 | WALGREENS ST. | TRUCK ENTRANCE | INDUSTRIAL DR. | 890 | 37 | 3,842 | 2.00 | LTC,MAC |
| | 7 | WALGREENS ST. | VICKEY ST. | TRUCK ENTRANCE | 1,130 | 37 | 5,032 | 1.25 | LTC,MAC |
| | 8 | STEVANNA | HIGHWAY 180 | END | 835 | 37 | 3,976 | 4.00 | REBUILD |
| * | 9 | MCCRACKEN CR | BLACKBIRD ROOST | END | 220 | 33 | 1,174 | 1.25 | LTC,MAC |
| | 10 | FANNING DR. | INDUSTRIAL DR | HUNTINGTON DR | 555 | 40 | 0 | 1.25 | LTC,PATCHING |
| | 11 | GEMINI RD | FOREST AVE | END | 1,531 | 33 | 6,903 | 1.25 | LTC,MAC & RS |
| | 12 | LATROBE CIR | EDGEWOOD ST | END | 385 | 30 | 1,791 | 1.25 | LTC,MAC |
| | 13 | LA COSTA LN | EAST END | NORTH END | 455 | 28 | 1,785 | 1.25 | LTC,MAC |
| | 14 | LA QUINTA WAY | LACOSTA WAY | CUL-DE-SAC | 152 | 28 | 382 | 1.25 | LTC,MAC |
| | 14a | LA QUINTA WAY | CUL-DE-SAC | CUL-DE-SAC | 80 | 80 | 581 | 4.00 | REBUILD |
| * | 15 | HARRIS WAY | LINDA VISTA DR. | EVEREST | 746 | 32 | 2,652 | 1.25 | LTC,MAC |

* THIS SHEET
NOTE: PER THE UNISOURCE UTILITY APPROVAL LETTER, BLACKBIRD ROOST AND MCCRACKEN CIR ARE TO BE REPAVED AS PART OF THE FUTURE CITY OF FLAGSTAFF RIO DE FLAG PROJECT.

N

GRAPHIC SCALE 1" = 300'

300 0 300 600 900

FINAL 1 PLANS

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DATE | DESCRIPTION | REVISION

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(928) 774-4046

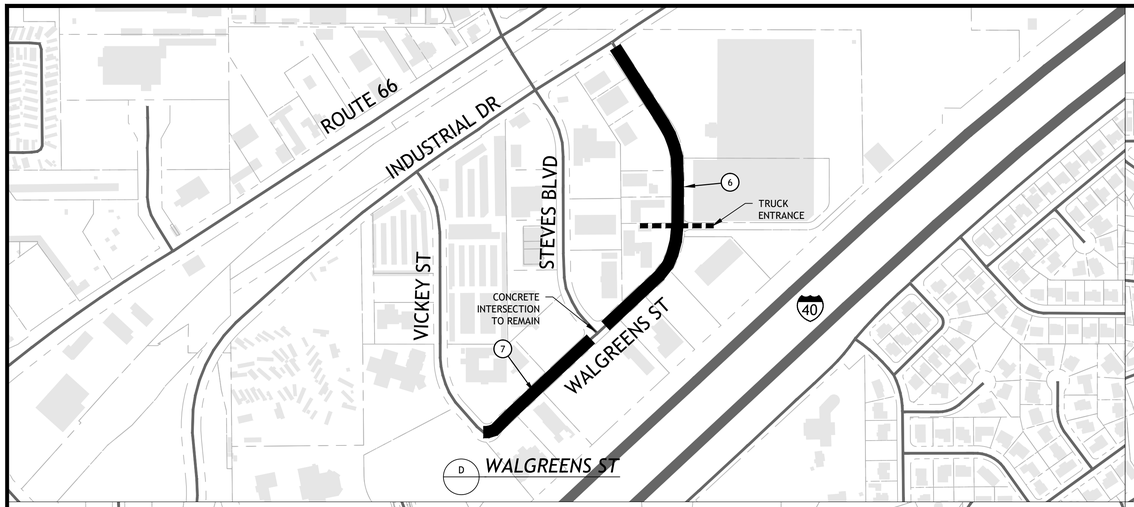
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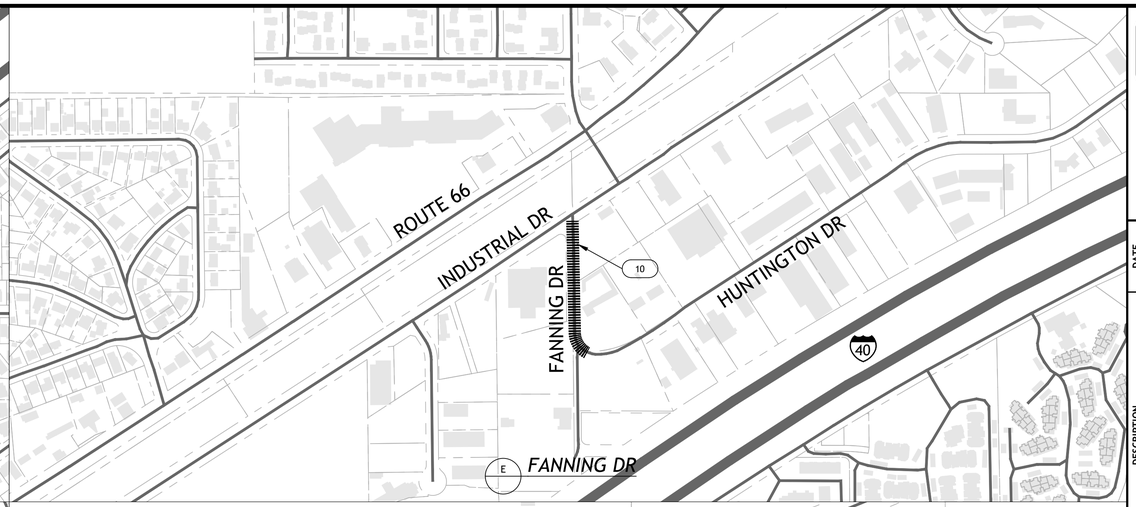
THOMAS E. SMITH 42777 REGISTERED PROFESSIONAL ENGINEER ARIZONA U.S.A. DATE SIGNED 05/11/22

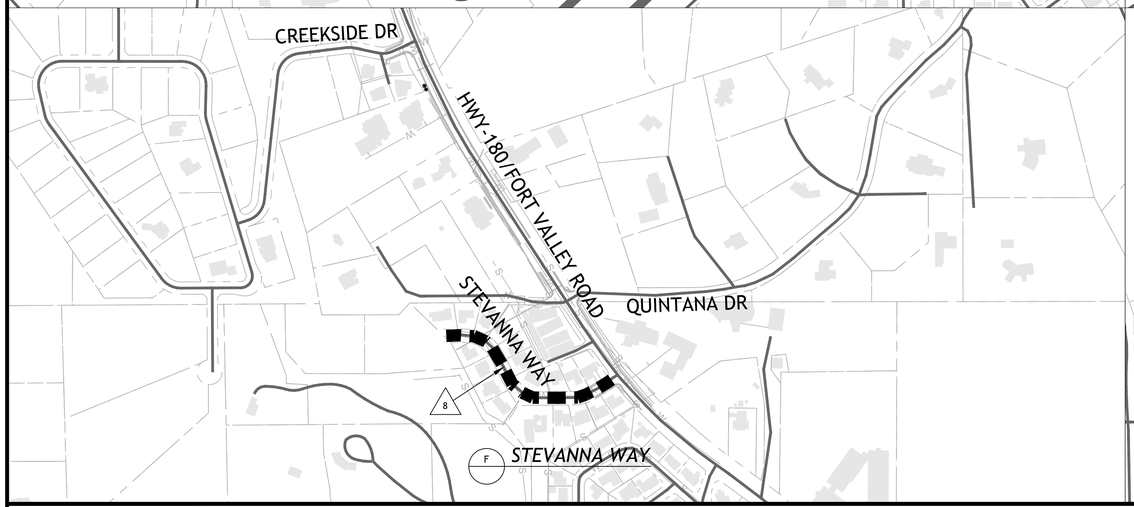
CITY OF FLAGSTAFF
2022 STREET MAINTENANCE PROGRAM
MILL & OVERLAY

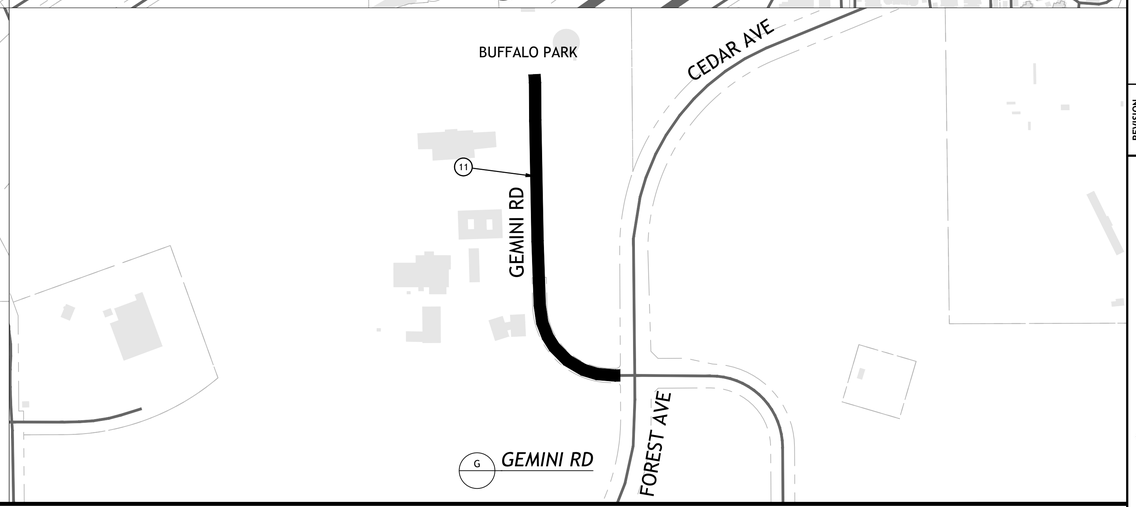
COF PROJECT NO. 01-22001 | JOB NO:22COF01 | DATE: MAY 2022 | BY:MRB/CBW | CHECKED:TES

C2.0




***LEGEND***

- MILL AND OVERLAY (X)
- REMOVE & REBUILD (X)
- ASPHALT PATCHING (X)

| | MAP ID | Street Name | Start | End | Length (APPROX) | Avg. Width (APPROX) | AREA (MEASURED) | MAC Thickness | Treatment |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | FT | FT | SY | IN. | |
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| * | 7 | WALGREENS ST. | VICKEY ST. | TRUCK ENTRANCE | 1,130 | 37 | 5,032 | 1.25 | LTC,MAC |
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* THIS SHEET

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300 0 300 600 900

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| REVISION | DESCRIPTION | DATE |
|---|---|---|
| | | |


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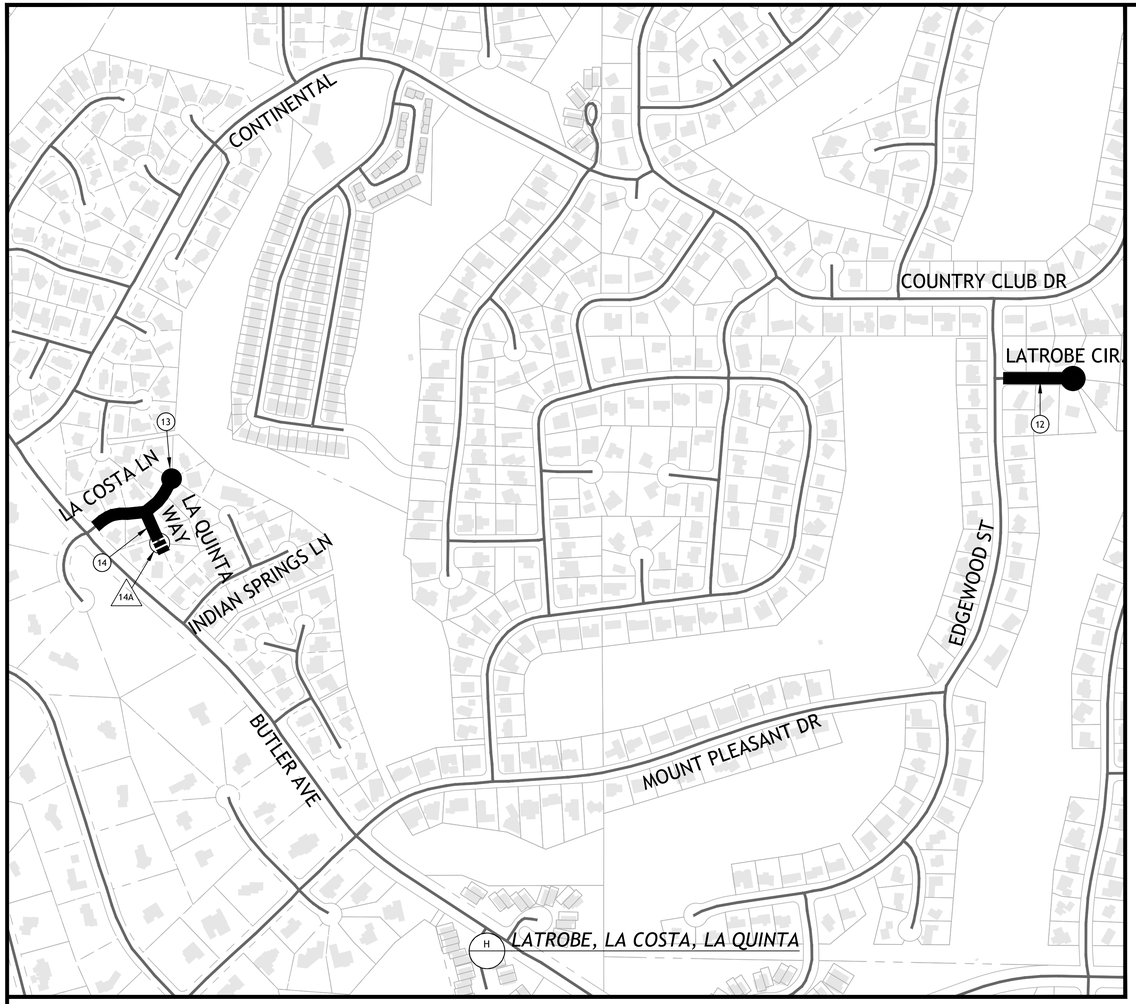


*CITY OF FLAGSTAFF*
*2022 STREET MAINTENANCE PROGRAM*
MILL & OVERLAY

*COF PROJECT NO. 01-22001*

JOB NO:22COF01 | BY:MRB/CBW | CHECKED:TES
DATE: MAY 2022

*C2.1*




***LEGEND***

MILL AND OVERLAY (X)

REMOVE & REBUILD (X)

| | MAP ID | Street Name | Start | End | Length (APPROX) | Avg. Width (APPROX) | AREA (MEASURED) | MAC Thickness | Treatment |
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300 0 300 600 900

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| REVISION | DESCRIPTION | DATE |
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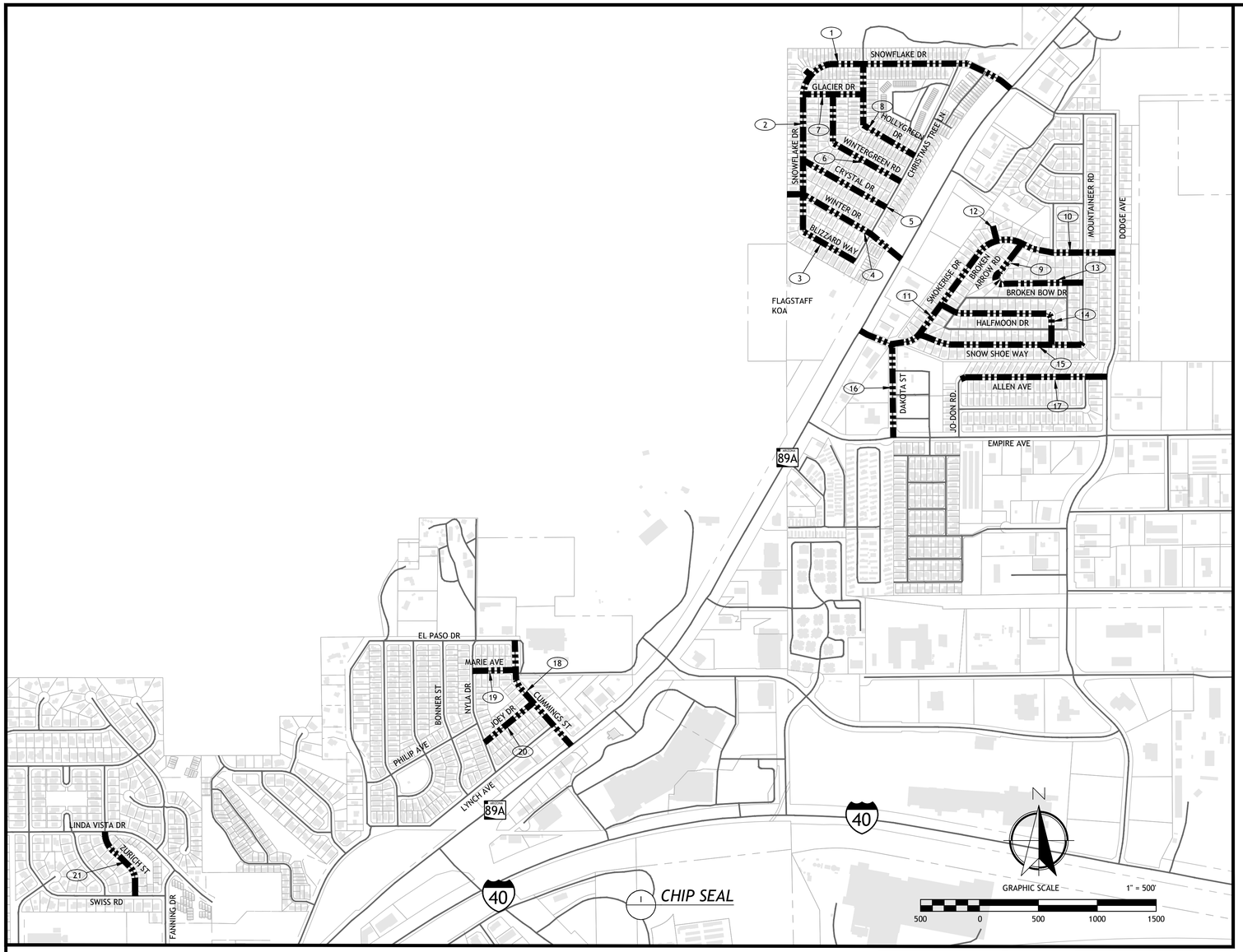
CERTIFICATE NO. 42777 THOMAS E. SMITH DATE Signed 05/17/22 REGISTERED ARIZONA

*CITY OF FLAGSTAFF*
*2022 STREET MAINTENANCE PROGRAM*
MILL & OVERLAY

*COF PROJECT NO. 01-22001*

JOB NO:22COF01 | BY:MRB/CBW | CHECKED:TES
DATE: MAY 2022

**C2.2**




***LEGEND***

CHIP SEAL (X)

| Map ID | Street Name | Start | End | Length (APROX.) | Width (APROX.) | AREA (MEASURED) | Treatment |
|---|---|---|---|---|---|---|---|
| | | | | (LF) | (LF) | (SY) | |
| 1 | SNOWFLAKE DR. | US 89A | GLACIER DR. | 1,918.0 | 40.0 | 8,525 | CS & RS |
| 2 | SNOWFLAKE DR. | GLACIER DR. | BLIZZARD WAY | 1,215.0 | 36.9 | 4,982 | CS & RS |
| 3 | BLIZZARD WAY | SNOWFLAKE DR. | CHRISTMAS TREE LN. | 492.0 | 33.0 | 1,804 | CS & RS |
| 4 | WINTER DR. | DEAD END | 89N | 1,042.0 | 42.2 | 4,886 | CHIP |
| 5 | CRYSTAL DR. | SNOWFLAKE DR. | CHRISTMAS TREE LN. | 764.0 | 35.8 | 3,040 | CHIP |
| 6 | WINTERGREEN RD. | CHRISTMAS TREE LN. | GLACIER DR. | 1,037.0 | 35.3 | 4,068 | CS & RS |
| 7 | GLACIER DR. | SNOWFLAKE DR. | HOLLYGREEN DR. | 474.0 | 35.2 | 1,854 | CHIP |
| 8 | HOLLYGREEN DR. | CHRISTMAS TREE LN. | SNOWFLAKE DR. | 1,002.0 | 35.1 | 3,908 | CS & RS |
| 9 | BROKEN ARROW RD. | BROKEN BOW DR. | SMOKERISE DR. | 300.0 | 33.7 | 1,124 | CS & RS |
| 10 | SMOKERISE DR. | DODGE AVE. | BROKEN ARROW RD. | 764.0 | 38.3 | 3,252 | CHIP |
| 11 | SMOKERISE DR. | BROKEN ARROW RD. | 89A | 1,794.0 | 39.0 | 7,774 | CS & RS |
| 12 | MOCCASIN WAY | SMOKERISE DR. | END | 131.0 | 53.3 | 776 | CS & RS |
| 13 | BROKEN BOW DR. | MOUNTAINEER RD | BROKEN ARROW RD. | 820.0 | 34.2 | 2,965 | CS & RS |
| 14 | HALFMOON DR. | SNOW SHOE WAY | SMOKERISE DR. | 1,188.0 | 29.0 | 3,828 | CHIP |
| 15 | SNOW SHOE WAY | SMOKERISE DR. | MOUNTAINEER RD. | 1,379.0 | 30.3 | 4,643 | CHIP |
| 16 | DAKOTA ST. | EMPIRE AVE. | SMOKERISE DR. | 734.0 | 27.2 | 3,338 | CS & RS |
| 17 | ALLEN AVE. | DODGE AVE. | JO-DON RD. | 1,278.0 | 34.1 | 4,843 | CS & RS |
| 18 | CUMMINGS ST. | 89N | EL PASO DR. | 1,120.0 | 30.4 | 3,602 | CS & RS |
| 19 | MARIE AVE. | CUMMINGS ST. | NYLA DR. | 360.0 | 27.5 | 1,049 | CS & RS |
| 20 | JOEY DR. | CUMMINGS ST. | NYLA DR. | 500.0 | 30.8 | 1,630 | CS & RS |
| 21 | ZURICH ST. | SWISS RD. | LINDA VISTA DR. | 650.0 | 37.4 | 2,574 | CS & RS |

FINAL 1 PLANS

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| REVISION | DESCRIPTION | DATE |
|---|---|---|
| | | |


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Registered Civil
42777
THOMAS E. SMITH
DATE SIGNED 5/15/22
ARIZONA U.S.A.

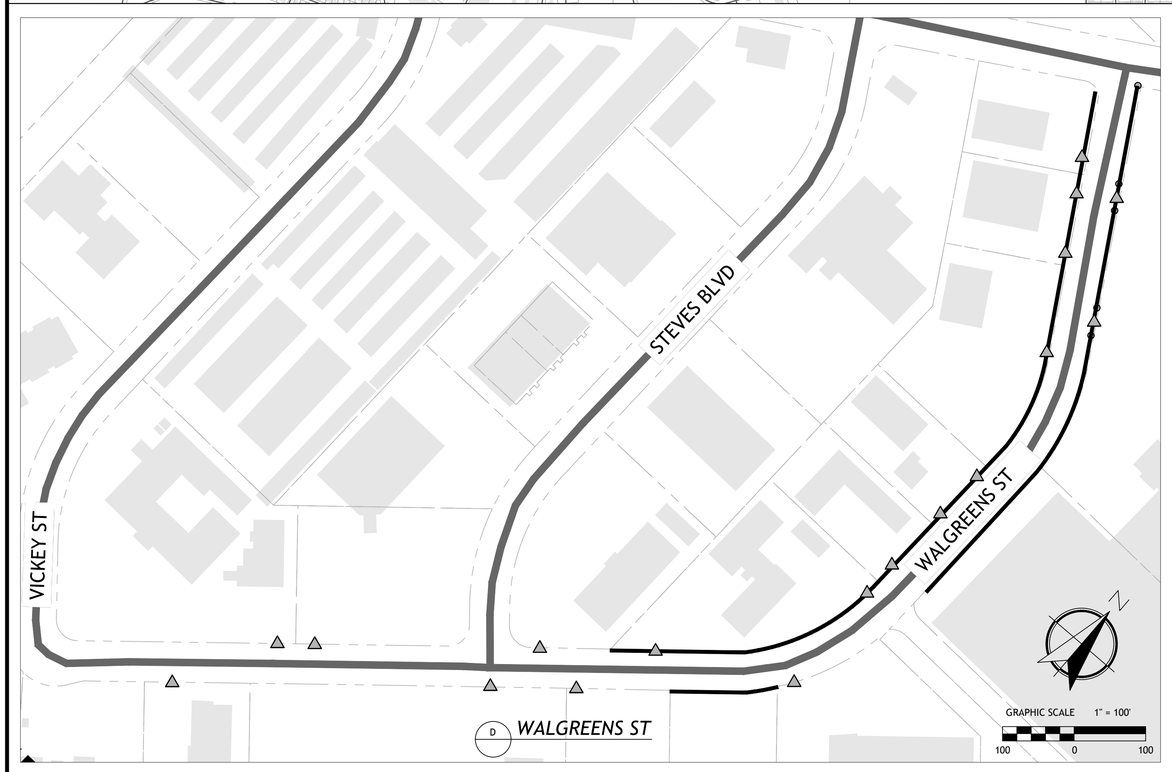
***CITY OF FLAGSTAFF***
***2022 STREET MAINTENANCE PROGRAM***
CHIP SEAL

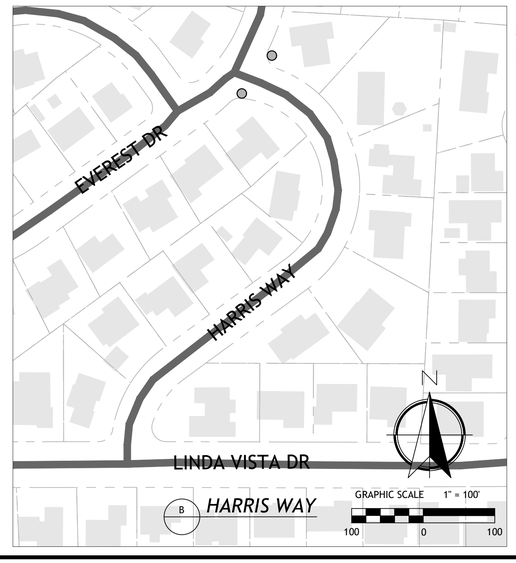
*COF PROJECT NO. 01-22001*

JOB NO:22COF01 | BY:MRB/CBW | CHECKED:TES
DATE: MAY 2022

**C2.3**




## LEGEND

- SIDEWALK
- CURB RAMP
- DRIVEWAY
- (X) LIMITED EDGE IMPROVEMENTS (MARKED IN FIELD)

**MISC EDGE IMPROVEMENTS**

| KEYNOTE | STREET NAME | SIDEWALK (SF) | VERTICAL CURB (LF) | ROLL CURB (LF) | CURB RAMP (EA) | DRIVEWAYS (SF) | RETROFIT ADA DOMES (EA) |
|---|---|---|---|---|---|---|---|
| 1 | HIGH COUNTRY TR. | 605 | 0 | 0 | 0 | 0 | 23 |
| 2 | BLACKBIRD ROOST | 50 | 502 | 0 | 0 | 593 | 0 |
| 3 | RIORDAN RD. | 281 | 0 | 0 | 1 | 216 | 4 |
| 4 | RIORDAN RD. | 172 | 0 | 0 | 0 | 0 | 4 |
| 5 | GRANDVIEW DR. | 0 | 34 | 267 | 0 | 0 | 2 |
| 6 | WALGREENS ST. | 0 | 0 | 0 | 5 | 600 | 2 |
| 7 | WALGREENS ST. | 180 | 233 | 0 | 0 | 1051 | 2 |
| 8 | STEVANNA | 540 | 0 | 186 | 0 | 80 | 0 |
| 9 | MCCRACKEN CR | 201 | 123 | 0 | 0 | 426 | 2 |
| 10 | FANNING DR. | 120 | 16 | 0 | 0 | 0 | 0 |
| 11 | GEMINI DR | 417 | 0 | 0 | 0 | 0 | 5 |
| 12 | LATROBE CIR | 0 | 0 | 53 | 0 | 0 | 0 |
| 13 | LA COSTA LN | 0 | 0 | 58 | 0 | 0 | 0 |
| 14 | LA QUINTA WAY | 0 | 0 | 47 | 0 | 0 | 0 |
| 15 | HARRIS WAY | 274 | 0 | 0 | 2 | 212 | 0 |

FINAL 1 PLANS

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| REVISION | DESCRIPTION | DATE |
|---|---|---|
| | | |


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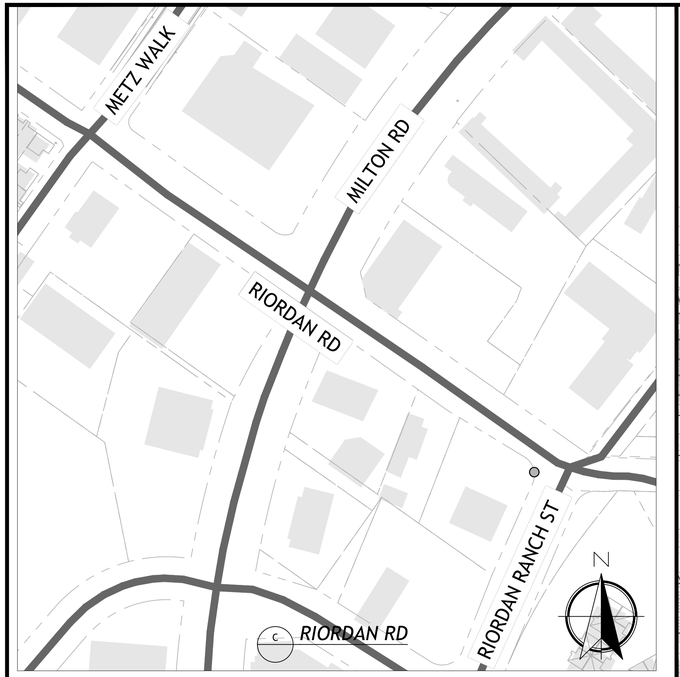


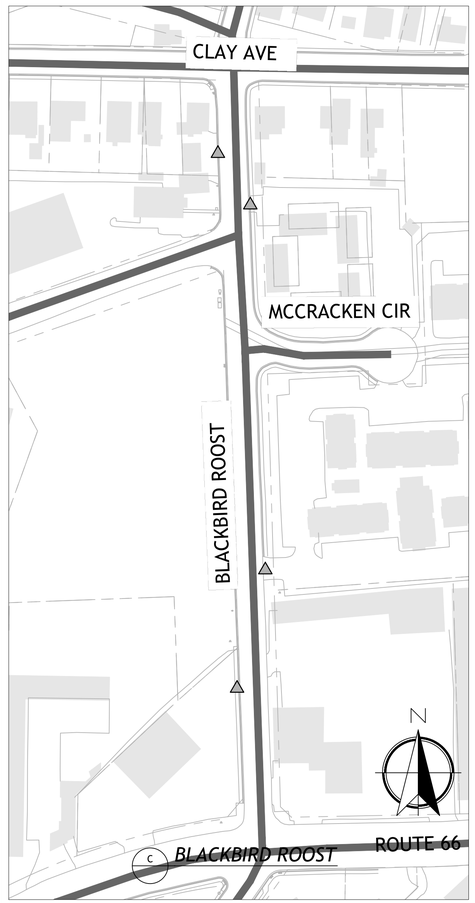
*CITY OF FLAGSTAFF*
*2022 STREET MAINTENANCE PROGRAM*
EDGE IMPROVEMENTS

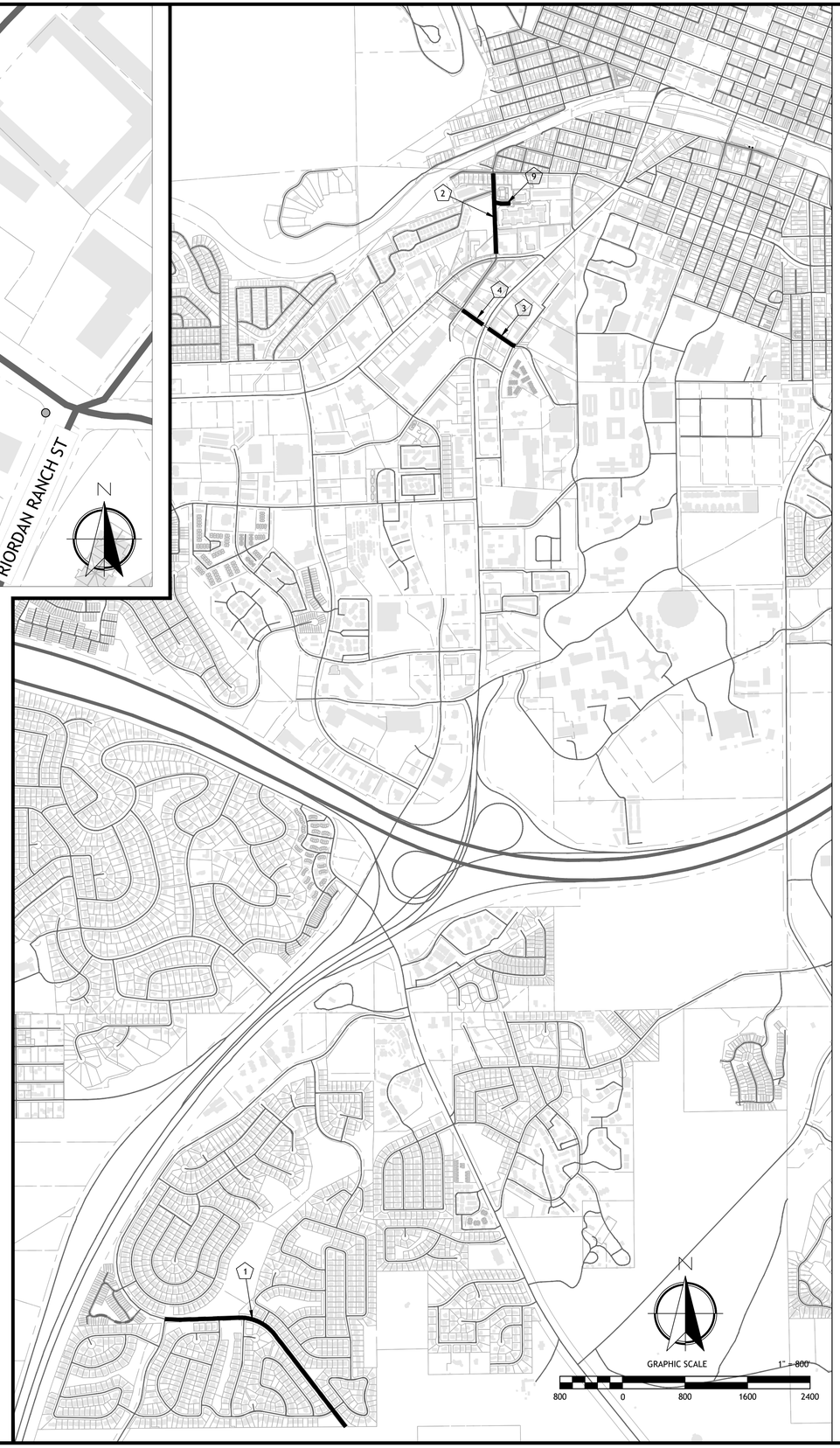
*COF PROJECT NO. 01-22001*

JOB NO.:22COF01 | BY:MRB/CBW | CHECKED:TES
DATE: MAY 2022

*C2.4*




## LEGEND

- SIDEWALK
- CURB RAMP
- DRIVEWAY
- (X) LIMITED EDGE IMPROVEMENTS (MARKED IN FIELD)

**MISC EDGE IMPROVEMENTS**

| KEYNOTE | STREET NAME | SIDEWALK (SF) | VERTICAL CURB (LF) | ROLL CURB (LF) | CURB RAMP (EA) | DRIVEWAYS (SF) | RETROFIT ADA DOMES (EA) |
|---|---|---|---|---|---|---|---|
| 1 | HIGH COUNTRY TR. | 605 | 0 | 0 | 0 | 0 | 23 |
| 2 | BLACKBIRD ROOST | 50 | 502 | 0 | 0 | 593 | 0 |
| 3 | RIORDAN RD. | 281 | 0 | 0 | 1 | 216 | 4 |
| 4 | RIORDAN RD. | 172 | 0 | 0 | 0 | 0 | 4 |
| 5 | GRANDVIEW DR. | 0 | 34 | 267 | 0 | 0 | 2 |
| 6 | WALGREENS ST. | 0 | 0 | 0 | 5 | 600 | 2 |
| 7 | WALGREENS ST. | 180 | 233 | 0 | 0 | 1051 | 2 |
| 8 | STEVANNA | 540 | 0 | 186 | 0 | 80 | 0 |
| 9 | MCCRACKEN CR | 201 | 123 | 0 | 0 | 426 | 2 |
| 10 | FANNING DR. | 120 | 16 | 0 | 0 | 0 | 0 |
| 11 | GEMINI DR | 417 | 0 | 0 | 0 | 0 | 5 |
| 12 | LATROBE CIR | 0 | 0 | 53 | 0 | 0 | 0 |
| 13 | LA COSTA LN | 0 | 0 | 58 | 0 | 0 | 0 |
| 14 | LA QUINTA WAY | 0 | 0 | 47 | 0 | 0 | 0 |
| 15 | HARRIS WAY | 274 | 0 | 0 | 2 | 212 | 0 |

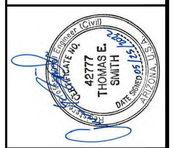
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DATE

DESCRIPTION

REVISION

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*CITY OF FLAGSTAFF*
*2022 STREET MAINTENANCE PROGRAM*
EDGE IMPROVEMENTS

*COF PROJECT NO. 01-22001*

JOB NO:22COF01 | BY:MRB/CBW
DATE: MAY 2022 | CHECKED:TES

**C2.5**

FINAL 1 PLANS

## IMPROVEMENT SCHEDULE - OVERLAY

ABBREVIATIONS:
MAC- MODIFIED ASPHALTIC CONCRETE OVERLAY
RS - RE-STRIPE
REBUILD- REMOVE EXISTING PAVEMENT AND REPAVE
LTC- MILL AND FILL LARGE THERMAL CRACKS
EDGE IMP.- INSTALL MISC. EDGE IMPROVEMENTS

| MAP ID | Street Name | Start | End | Length (APPROX) | Avg. Width (APPROX) | AREA (MEASURED) | MAC Thickness | Treatment |
|---|---|---|---|---|---|---|---|---|
| | | | | FT | FT | SY | IN. | |
| 1 | HIGH COUNTRY TR. | PULLIAM DR | QUARTZ | 2,958 | 40 | 13,856 | 1.25 | LTC,MAC& RS |
| 2 | BLACKBIRD ROOST | RT. 66 | CLAY AVE. | 1,097 | 45 | 4,464 | 1.25 | LTC,MAC & RS |
| 3 | RIORDAN RD. | MILTON RD. | RIORDAN RANCH ST. | 460 | 50 | 2,431 | 1.25 | LTC,MAC & RS |
| 4 | RIORDAN RD. | MILTON RD. | METZ WALK | 400 | 40 | 1,728 | 1.25 | LTC,MAC & RS |
| 5 | GRANDVIEW DR. | LINDA VISTA DR. | PARADISE RD. | 1,212 | 30 | 4,216 | 4.00 | REBUILD |
| 6 | WALGREENS ST. | TRUCK ENTRANCE | INDUSTRIAL DR. | 890 | 37 | 3,842 | 2.00 | LTC,MAC |
| 7 | WALGREENS ST. | VICKEY ST. | TRUCK ENTRANCE | 1,130 | 37 | 5,032 | 1.25 | LTC,MAC |
| 8 | STEVANNA | HIGHWAY 180 | END | 835 | 37 | 3,976 | 4.00 | REBUILD |
| 9 | MCCRACKEN CR | BLACKBIRD ROOST | END | 220 | 33 | 1,174 | 1.25 | LTC,MAC |
| 10 | FANNING DR. | INDUSTRIAL DR | HUNTINGTON DR | 555 | 40 | 0 | 1.25 | LTC,PATCHING |
| 11 | GEMINI RD | FOREST AVE | END | 1,531 | 33 | 6,903 | 1.25 | LTC,MAC & RS |
| 12 | LATROBE CIR | EDGEWOOD ST | END | 385 | 30 | 1,791 | 1.25 | LTC,MAC |
| 13 | LA COSTA LN | EAST END | NORTH END | 455 | 28 | 1,785 | 1.25 | LTC,MAC |
| 14 | LA QUINTA WAY | LACOSTA WAY | CUL-DE-SAC | 152 | 28 | 382 | 1.25 | LTC,MAC |
| 14a | LA QUINTA WAY | CUL-DE-SAC | CUL-DE-SAC | 80 | 80 | 581 | 4.00 | REBUILD |
| 15 | HARRIS WAY | LINDA VISTA DR. | EVEREST | 746 | 32 | 2,652 | 1.25 | LTC,MAC |

## IMPROVEMENT SCHEDULE - CHIP SEAL

ABBREVIATIONS:
CS - CHIP SEAL
RS - RE-STRIPE

| Map ID | Street Name | Start | End | Length (APROX.) | Width (APROX.) | AREA (MEASURED) | Treatment |
|---|---|---|---|---|---|---|---|
| | | | | (LF) | (LF) | (SY) | |
| 1 | SNOWFLAKE DR. | US 89A | GLACIER DR. | 1,918.0 | 40.0 | 8,525 | CS & RS |
| 2 | SNOWFLAKE DR. | GLACIER DR. | BLIZZARD WAY | 1,215.0 | 36.9 | 4,982 | CS & RS |
| 3 | BLIZZARD WAY | SNOWFLAKE DR. | CHRISTMAS TREE LN. | 492.0 | 33.0 | 1,804 | CS & RS |
| 4 | WINTER DR. | DEAD END | 89N | 1,042.0 | 42.2 | 4,886 | CHIP |
| 5 | CRYSTAL DR. | SNOWFLAKE DR. | CHRISTMAS TREE LN. | 764.0 | 35.8 | 3,040 | CHIP |
| 6 | WINTERGREEN RD. | CHRISTMAS TREE LN. | GLACIER DR. | 1,037.0 | 35.3 | 4,068 | CS & RS |
| 7 | GLACIER DR. | SNOWFLAKE DR. | HOLLYGREEN DR. | 474.0 | 35.2 | 1,854 | CHIP |
| 8 | HOLLYGREEN DR. | CHRISTMAS TREE LN. | SNOWFLAKE DR. | 1,002.0 | 35.1 | 3,908 | CS & RS |
| 9 | BROKEN ARROW RD. | BROKEN BOW DR. | SMOKERISE DR. | 300.0 | 33.7 | 1,124 | CS & RS |
| 10 | SMOKERISE DR. | DODGE AVE. | BROKEN ARROW RD. | 764.0 | 38.3 | 3,252 | CHIP |
| 11 | SMOKERISE DR. | BROKEN ARROW RD. | 89A | 1,794.0 | 39.0 | 7,774 | CS & RS |
| 12 | MOCCASIN WAY | SMOKERISE DR. | END | 131.0 | 53.3 | 776 | CS & RS |
| 13 | BROKEN BOW DR. | MOUNTAINEER RD | BROKEN ARROW RD. | 820.0 | 34.2 | 2,965 | CS & RS |
| 14 | HALFMOON DR. | SNOW SHOE WAY | SMOKERISE DR. | 1,188.0 | 29.0 | 3,828 | CHIP |
| 15 | SNOW SHOE WAY | SMOKERISE DR. | MOUNTAINEER RD. | 1,379.0 | 30.3 | 4,643 | CHIP |
| 16 | DAKOTA ST. | EMPIRE AVE. | SMOKERISE DR. | 734.0 | 27.2 | 3,338 | CS & RS |
| 17 | ALLEN AVE. | DODGE AVE. | JO-DON RD. | 1,278.0 | 34.1 | 4,843 | CS & RS |
| 18 | CUMMINGS ST. | 89N | EL PASO DR. | 1,120.0 | 30.4 | 3,602 | CS & RS |
| 19 | MARIE AVE. | CUMMINGS ST. | NYLA DR. | 360.0 | 27.5 | 1,049 | CS & RS |
| 20 | JOEY DR. | CUMMINGS ST. | NYLA DR. | 500.0 | 30.8 | 1,630 | CS & RS |
| 21 | ZURICH ST. | SWISS RD. | LINDA VISTA DR. | 650.0 | 37.4 | 2,574 | CS & RS |

## STRIPING AND MARKING QUANTITIES (MAC OVERLAY AND CHIP SEAL)

MILL AND OVERLAY STRIPING SUBTOTAL

| NO. | Description | Quantity | Unit |
|---|---|---|---|
| 1 | 4" DOUBLE SOLID YELLOW | 3,241 | LF |
| 2 | 12" PREFORMED SOLID WHITE CROSSWALK | 104 | LF |
| 3 | 4" YELLOW HATCHING | 30 | LF |
| 4 | 18" PREFORMED STOP BAR | 63 | LF |
| 5 | SHARED LANE BIKE MARKING | 0 | EA |
| 6 | 4" BROKEN WHITE | 203 | LF |
| 7 | 4" SOLID / 4" BROKEN YELLOW | 1,604 | LF |
| 8 | 4" SOLID WHITE EDGE LINE | 0 | LF |
| 9 | 4" PARKING STALL WHITE | 0 | LF |
| 10 | 6" SOLID WHITE BIKE LANE LINE | 7,546 | LF |
| 11 | PAINTED BIKE ASSEMBLY | 11 | EA |
| 12 | PREFORMED TURN ARROWS (RT., LT., STRAIGHT, COMBO, RAILROAD CROSSIN | 10 | EA |
| 13 | SOLID WHITE LANE LINES | 555 | LF |
| 14 | 6" WHITE LANE HATCHING | 700 | LF |
| 15 | 6" DASHED BIKE LANE | 0 | LF |
| 16 | COF PIANO KEY CROSSWALK | 148 | LF |

## CONTRACT QUANTITIES

| NO. | DESCRIPTION | QUANTITY | UNIT |
|---|---|---|---|
| 1 | CRACK SEALING (CHIP SEAL + MILL & OVERLAY) | 31.0 | T |
| 2 | MILL AND FILL LARGE THERMAL CRACKS | 8159.0 | LF |
| 3 | BITUMINOUS MATERIAL (CRS-2P) | 114.0 | T |
| 4 | COVER MATERIAL (CM-11) | 1094.6 | T |
| 5 | LOWER MANHOLE FRAME & COVER FOR MILLING OPERATIONS | 17.0 | EA |
| 6 | LOWER SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES FOR MILLING OPERATIONS | 1.0 | EA |
| 7 | LOWER WATER VALVE BOX FOR MILLING OPERATIONS | 40.0 | EA |
| 8 | REMOVE AND REPLACE PAVEMENT (4" AC/6"ABC [C-3/4"]) PATCH- INCLUDES REMOVALS | 4044.8 | SY |
| 9 | REMOVE AND REPLACE CONCRETE APRON & VALLEY GUTTER | 418.0 | SF |
| 10 | REMOVE AND REPLACE CONCRETE DRIVEWAY 8"PCC (INCLUDING. 6"ABC) | 3178.0 | SF |
| 11 | REMOVE AND REPLACE CURB AND GUTTER (ROLL- INCLUDING 3" ABC) | 611.0 | LF |
| 12 | REMOVE AND REPLACE CURB AND GUTTER (VERTICAL- INCLUDING. 3"ABC) | 908.0 | LF |
| 13 | REMOVE AND REPLACE CURB IN APRON | 447.0 | LF |
| 14 | REMOVE AND REPLACE SCUPPER | 1.0 | EA |
| 15 | REMOVE AND REPLACE SIDEWALK (INCLUDING. 3"ABC) | 2840.0 | SF |
| 16 | INFILL SIDEWALK-NEW 5' CONCRETE SIDEWALK 4"PCC/3"ABC INCLUDES CLEAR AND GRUB AND LANDSCAPE MATCH E | 9000.0 | SF |
| 17 | REMOVE AND DISPOSE OVER SIZED CONCRETE MANHOLE COLLAR | 10.0 | EA |
| 18 | REMOVE AND DISPOSE OVER SIZED CONCRETE VALVE CAN COLLAR | 10.0 | EA |
| 19 | REMOVE RAMP & INSTALL DETECTABLE WARNING (RETROFIT DOMES) INCLUDING 3" ABC | 44.0 | EA |
| 20 | REMOVE RAMP & INSTALL DETECTABLE WARNING (PARALLEL RAMP AND DOMES) INCLUDING 3" ABC | 8.0 | EA |
| 21 | PAVEMENT MILLING | 46038.1 | T |
| 22 | TACK COAT (SS-1H) | 10.0 | T |
| 23 | MODIFIED ASPHALTIC CONCRETE (1/2" MIX) | 2966.9 | T |
| 24 | MODIFIED ASPHALTIC CONCRETE (3/4" MIX ) - 2" mill-Walgreens (Industrial to truck entrance) | 432.2 | T |
| 25 | ADJUST MANHOLE FRAME & COVER (CITY DTL. 9-03-062) | 14.0 | EA |
| 26 | ADJUST WATER VALVE FRAME AND COVER TO FINISHED GRADE (REMOVE, REPLACE WITH NEW HARDWARE TO NUT) | 41.0 | EA |
| 27 | ADJUST SEWER CLEANOUT, BLOWOFFS AND SURVEY HANDHOLES (CITY DTL. 9-03-062) | 2.0 | EA |
| 28 | ADJUST METER BOX IN SIDEWALK | 1.0 | EA |
| 29 | REMOVE AND REPLACE SURVEY MONUMENTS | 15.0 | EA |
| 30 | TRAFFIC CONTROL | 1.0 | LS |
| 31 | CONSTRUCTION SURVEY | 1.0 | LS |
| 32 | STRIPING AND MARKING | 1.0 | LS |
| 33 | STEVANNA -REMOVE AND REPLACE PAVEMENT (4" AC/8"ABC [C-3/4"]) REBUILD- INCLUDES REMOVALS | 4772.0 | SY |
| 34 | GRANDVIEW -REMOVE AND REPLACE PAVEMENT (4" AC/8"ABC [C-3/4"]) REBUILD- INCLUDES REMOVALS | 5059.0 | SY |
| 35 | SUBGRADE STABILIZATION- OVER EXCAVATE AND INSTALL 12" ABC ON BIAXIAL GEOGRID | 4672.0 | SY |
| 36 | LA QUINTA CUL-DE-SAC -REMOVE AND REPLACE PAVEMENT (4" AC/8"ABC [C-3/4"]) REBUILD- INCLUDES REMOVALS | 697.0 | SY |

FINAL 1 PLANS

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DATE
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Peak ENGINEERING, INC.
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CITY OF FLAGSTAFF
2022 STREET MAINTENANCE PROGRAM
IMPROVEMENT SCHEDULE

COF PROJECT NO. 01-22001

JOB NO:22COF01 | BY:MRB/CBW | CHECKED:TES
DATE: MAY 2022

C3.0

**8. B.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Shannon Anderson, Senior Deputy City Manager |
| **Co-Submitter:** | Patrick Brown, Purchasing Director |
| **Date:** | 06/14/2022 |
| **Meeting Date:** | 06/21/2022 |

---

**TITLE:**

**Consideration and Approval of Contract:** Approve the Executive Recruiting Professional Services Contracts with Cooperative Personnel Services HR Consulting (CPS) and Duffy Group.

**STAFF RECOMMENDED ACTION:**

1. Approve the Executive Recruiting Professional Services Contracts with CPS and Duffy Group; and
2. Authorize the City Manager to execute the necessary documents.

**Executive Summary:**

The City has been struggling to recruit qualified candidates for leadership and specialized professional positions. As a result, a Request for Proposal procurement process was conducted to identify executive search firms who have experience recruiting for these types of positions. The City received five proposals and City staff is recommending that two be considered for an Executive Recruiting Professional Services Contract.

**Financial Impact:**

City divisions budget for recruitment expenses within their budget and/or use salary savings from the vacancy to cover the cost of these expenses.

**Policy Impact:**

There is a Recruitment Policy 1-30-010 in the Employee Handbook of Regulations that specifies recruiting will be done publicly through all appropriate media to ensure sufficient opportunity for the appropriate segment of hte labor market to apply and be considered for employment. Issuing contracts for executive recruiting services supports these efforts.

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

**Priority Based Budget Key Community Priorities and Objectives**

Become an employer of choice and provide employees with the necessary tools, training, and support.

**Has There Been Previous Council Decision on This:**

No.

**Options and Alternatives:**

1. Approve the Executive Recruiting Professional Services Contracts for CPS and Duffy Group; or
2. Recommend changes to the Executive Recruiting Professional Services Contracts for CPS and/or Duffy Group; or
3. Do not proceed with Executive Recruiting Professional Services Contracts with CPS and/or Duffy Group.

**Background/History:**

On February 16, 2022, Purchasing posted a Request for Proposal (RFP) for Executive Recruiting Services on the PlanetBids website and advertised the RFP in the Arizona Daily Sun on February 20, and 27, 2022. On March 9, 2022, Purchasing held a Pre-Proposal Meeting for fielding questions and discussing the scope of work with potential proposers and the public.

On March 23, 2022, Purchasing received five (5) proposals on PlanetBids which were opened electronically. A six (6)-member Selection Committee consisting of five (5) City staff and one (1) outside community member reviewed and evaluated the proposals. Interviews of the top three candidates took place on May 12, 2022.

Based upon the numerical scoring of the proposals, and interviews conducted by the Selection Committee, CPS and Duffy Group were determined to be the most qualified candidates and are recommending contracts with both agencies.

Total scores for each proposals are:

- Duffy Group (2335 points)
- CPS (2320 points)
- Management Partners (2245 points)
- Government Solutions (2130 points)
- Domain Experts Corporation (1450 points)

**Community Benefits and Considerations:**

The City organization is better equipped to provide the expected high level of service when vacancies are filled with experienced and qualified candidates. Utilizing experts through Executive Recruiting Professional Services Contracts provides the City with a better opportunity of identifying these experienced and qualified candidates. Executive Recruitment firms have the capacity to actively reach out to passive applicants who may not be looking for a new employment opportunity thus creating an applicant pool where one may not have existed or been limited.

**Community Involvement:**

Inform.

---

**Attachments:** CPR HR Professional Services Contract
Duffy Professional Services Contract

**CONTRACT FOR PROFESSIONAL SERVICES**
Contract No. 2022-80

This Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Cooperative Personnel Services d/b/a CPS HR Consulting, a California Joint Powers Authority with offices at 2450 Del Paso Road, Suite 220, Sacramento, California 95834 ("Consultant").

WHEREAS, the City desires to receive and Consultant is able to provide Executive Recruitment Services; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Consultant (the "parties") agree as follows:

SERVICES

1. Scope of Work: Consultant shall provide Executive Recruitment Services for the City's hiring process as generally described as followed:

**EXECUTIVE RECRUITMENT SERVICES**

and as more specifically described in the scope of work attached hereto as ***Exhibit A.***

2. Compensation: In consideration for Consultant's satisfactory performance, the City shall pay Consultant pursuant to the fee schedule in ***Exhibit A,*** excluding travel costs, pursuant to the fee structure identified in ***Exhibit A.*** Any price adjustment must be approved by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) may approve an adjustment if the annual Contract price adjustment and the original compensation is less than $50,000; otherwise City Council approval is required.

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

4. Additional Services: The City reserves the right to add or remove services at any time as needed. Service revisions will be made through written amendment pursuant to the Standard Terms and Conditions contained in this contract as ***Exhibit B.***

5. Insurance Requirements: The City of Flagstaff Insurance Requirements, attached hereto as ***Exhibit C***, are hereby incorporated into this Contract by reference and shall apply to the performance of this Contract, except to the extent modified in ***Exhibit A.***

6. Key Personnel/Subcontractors: Consultant shall provide the contact information for Key Personnel and Subcontractors (if any). Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

7. City Representative: The City Representative is Shannon Anderson, Senior Deputy City Manager or his designee(s). All communications to the City shall be through the City Representative. The City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the Purchasing Director.

8. City Cooperation: The City will cooperate with Consultant by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Consultant's performance of this Contract.

CONTRACT TERM

9. Contract Term: The Contract term is for a period of three (3) years unless terminated pursuant to the Standard Terms and Conditions. The Contract shall be effective as of the date signed by both parties.

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

DATA AND RECORDS

11. City Ownership of Document and Data: Any original documents prepared or collected by Consultant in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Consultant agrees that all materials prepared under the Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Consultant may have in the materials it prepares under the Contract, including any right to derivative use of the material.

12. Re-Use: City may use City's work product without further compensation to Consultant; provided, however, City's reuse without written verification or adaption by Consultant for purposes other than contemplated herein is at City's sole risk and without liability to Consultant. Consultant shall not engage in any conflict of interest nor appropriate any portion of City's work product for the benefit of Consultant or any third parties without City's prior written consent.

13. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Consultant shall immediately deliver to City copies all of the City's work product and any other documents and data accumulated by Consultant in performance of this Contract, whether complete or in process.

MISCELLANEOUS

14. Notice: Any notice concerning the Contract shall be in writing and sent by certified mail and email as follows:

**To the City**:

Patrick Brown, C.P.M., CPPB
Purchasing Director
211 W. Aspen Avenue
Flagstaff, AZ 86001
pbrown@flagstaffaz.gov

**To Consultant:**

Melissa Asher
Senior Practice Leader
2450 Del Paso Road, Suite220
Sacramento, CA 95834
masher@cpshr.us

**Copy to:**

Shannon Anderson
Deputy City Manager
211 W. Aspen Avenue
Flagstaff, AZ 86001
sanderson@flagstaffaz.gov

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

***(Signatures Appear on Following Page)***

COOPERATIVE PERSONNEL SERVICES
D/B/A CPS HR CONSULTING

_____

Print name: _____

Title: _____

Date: _____

CITY OF FLAGSTAFF

_____

Print name: _____

Title: _____

Date: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

# EXHIBIT A

# SCOPE OF WORK AND FEES

## Key Stakeholder Involvement

The Hiring Manager must be intimately involved in the search for a new Incumbent. Our proposal assumes their direct participation in key phases of the search process. At the discretion of the Hiring Manager, other key stakeholders may also be invited to provide input for the development of the candidate profile.

## City of Flagstaff's Needs

A critical first step in a successful executive search is for the Hiring Manager to define the professional and personal qualities required of the Incumbent. CPS HR has developed a very effective process that will permit the Hiring Manager to clarify the preferred future direction for the City; the specific challenges the City is likely to face in achieving this future direction; the working style and organizational climate the Hiring Manager wishes to establish with the Incumbent; and ultimately, the professional and personal qualities required of the Incumbent.

## Commitment to Communication

Throughout the recruitment process, we are strongly committed to keeping you fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.).

We place the highest level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process. As a result, we have many long-term relationships with clients that have led to opportunities to assist them with multiple recruitments.

CPS HR's communication continues once you have selected the new Incumbent. We will contact the Hiring Manager and the newly appointed Incumbent within six months of appointment to ensure an effective transition has occurred.

## Aggressive, Proactive, and Robust Recruitment

We take an aggressive approach in identifying and recruiting the best available candidates. There are those candidates who would gladly rise to the professional challenge and apply for this position; however, some of the best candidates are often not actively seeking a new position and may only consider a change once we present them with your opportunity. Evoking the sense of vision and opportunity in qualified persons is among the responsibilities of CPS HR, and we pride ourselves in our efforts to reach the best available potential candidates. We use advertisements, directly email the outreach brochure, post messages and connect with potential candidates on business media such as LinkedIn, and of course, pick up the phone and call qualified individuals and referral sources.

## Diversity Outreach Process

CPS HR strives to attract the most highly qualified, diverse candidate pool possible. We are pleased that our diligent efforts have resulted in more than 57% of our executive level placements being minority and/or female candidates within the past three years. Our City Manager search for the City of East Palo Alto is an excellent example of our diverse outreach process. The City's demographics are 6% White, 16% Black, 4% Asian, 7% Pacific Islander, 64% Hispanic, and 3% Other. It was a high priority of the Mayor and City Council to pursue and demonstrate a diverse outreach process.

We accomplished this by advertising with organizations like the National Forum for Black Public Administrators and the Local Government Hispanic Network in order to reach these specific population groups. We also sought candidate referrals from local subject matter experts and the national leadership of groups like Women Leading Government. By taking the time to directly contact these influential industry experts, we ensured that we captured the maximum number of distinguished candidates – particularly those who are well-known in their industries, but who may not be actively looking for a new job.

The result was an incredibly diverse finalist group and our successful placement was an experienced Hispanic candidate. The elected officials were quite pleased with the process and end result. In fact, one Councilmember mentioned that he had checked with neighboring communities behind the scenes regarding their recent recruitments and could confirm that our candidate pool was most impressive in comparison – likely in terms of quantity, quality, and diversity.

## Scope of Work

Our proposed executive search process is designed to provide the City with the full range of services required to ensure the ultimate selection of a new Incumbent uniquely suited to the City's needs.




**Phase I:** Our consultant will meet with the Hiring Manager to ascertain the City's needs and ideal candidate attributes, to target our search efforts, and maximize candidate fit with the City.

**Phase II:** The recruitment process is tailored to fit the City's specific wants and needs, with targeted advertising, combined with contacts with qualified individuals from our extensive database.

**Phase III:** The selection process is customized for the City. CPS HR will work with the Hiring Manager to determine the process best suited to the City of Flagstaff.

## Phase I - Develop Candidate Profile and Recruitment Strategy

**Task 1 - Review and Finalize Executive Search Process and Schedule Task 2 - Key Stakeholder Meetings**
**Task 3 - Candidate Profile and Recruitment Strategy Development Task 4 – Develop Recruitment Brochure**

The first step in this engagement is a thorough review of the City's needs, culture and goals; the executive search process; and the schedule. CPS HR is prepared to meet with key stakeholders to obtain input in developing the ideal candidate profile and to assist us in understanding key issues and challenges that will face a new Incumbent. Activities will include:

- Identifying key priorities for the new Incumbent and the conditions and challenges likely to be encountered in achieving these priorities.
- Describing the type of working relationship the Hiring Manager wishes to establish with the Incumbent.
- Generating lists of specific competencies, experiences, and personal attributes needed by the new Incumbent in light of the discussions above.
- Discussing recruitment and selection strategies for the Hiring Manager's consideration to best produce the intended results.

CPS HR will provide a summary to the City stemming from these activities as an additional source of information for developing the candidate profile and selection criteria.

Following the completion of the workshop session, CPS HR will work with a professional graphic artist to design a recruitment brochure and present it to the City for review. Sample brochures are available on our website at www.cpshr.us/recruitment-solutions/executive-search.

## Phase II – Aggressive, Proactive, and Robust Recruitment

**Task 1 – Place Advertisements**
**Task 2 - Identify and Contact Potential Candidates Task 3 – Resume Review and Screening Interviews Task 4 – Hiring Manager Selects Finalists**

The recruitment process is tailored to fit the City's specific wants and needs, with targeted advertising, combined with personal contacts with qualified individuals from our extensive database.

CPS HR will prepare, submit for your approval, and publish advertisements on professional and affiliate websites to attract candidates on a nationwide, regional, local or targeted basis based on the recruitment strategy.

As a consulting firm that interacts with hundreds of public sector executives during engagements, we have a cadre of individuals who we inform of recruitments, both to increase the visibility of the opening and to attract appropriate individuals who fit the special needs of our client. Communication with these professionals ensures that an accurate picture of the requirements of the job is apparent and proliferated throughout their professional networks.

***CPS HR is focused on reaching a diverse candidate pool*** and would recommend publications/websites that are targeted to minority and female candidates. In addition to placing ads on websites aimed at minority candidates, we will contact leaders within appropriate associations to gain their insight and referrals of possible candidates.

***Within the past three years, more than 57% of our executive level placements have been minority and/or female candidates.***

CPS HR will prepare an email distribution list containing prospective candidates and referral sources. These individuals will receive a link to the Incumbent brochure along with a personal invitation to contact CPS HR should they have any questions about the position.

CPS HR maintains a comprehensive, up-to-date database of industry leaders and experienced professionals; however, we do not rely solely upon our current database. We also conduct research to target individuals relevant to your specific needs and expectations to ensure that we are thorough in our efforts to market this position to the appropriate audience and to garner a diverse and quality pool of candidates.

We will:

- Convey a strong sense of the purpose and strategy of the City. For many talented individuals, understanding these aspects is one of the key motivators to compete in such an environment.
- Provide guidance and resources to candidates regarding the area's cost of living, mean and median housing prices, higher education opportunities, K-12 education information, and other aspects of interest to those who are considering relocating to the area.
- Actively seek highly qualified candidates who may be attracted by the prospect of collaboration with other departments, providing exceptional leadership to the City or continuing to ensure the public confidence in the integrity of the City.

CPS HR will directly receive and initially screen all resumes. This screening process is specifically designed to assess the personal and professional attributes the City is seeking and will include a thorough review of each candidate's resume, and if applicable, supplemental questionnaire responses and other supporting materials. CPS HR will personally speak to selected candidates during a preliminary screening interview and will spend extensive time ascertaining each candidate's long-term career goals and reasons why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. We will gather data on any other unique aspects specific to this recruitment based upon the candidate profile, as well as conduct internet research on each candidate interviewed.

CPS HR will prepare a written report that summarizes the results of the recruitment process and recommends candidates for further consideration by the Hiring Manager. Typically, the report will recommend five to eight highly qualified candidates and will include resumes and a profile on each interviewee's background. CPS HR will meet with the Hiring Manager to review this report and to assist them in selecting a group of finalists for further evaluation.

## Phase III – Selection

**Task 1 - Design Selection Process**

**Task 2 - Administer Selection Process**

**Task 3 – Final Preparation for Appointment Task 4 – Contract Negotiation (if requested)**

CPS HR will design a draft selection process based on information gathered in Phase I. We will meet with the City to review this process and discuss the City's preferred approach in assessing the final candidates. The selection process will typically include an in-depth interview with each candidate but may also include other selection assessments such as an oral presentation, preparation of written materials, and/or problem-solving exercises.

We will coordinate all aspects of the selection process for the City. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment exercises; facilitating the interviews; assisting the City with deliberation of the results; and contacting both successful and unsuccessful candidates.

Following the completion of the selection process, CPS HR will be available to complete the following components:

- ***Arrange Follow-up Interviews/Final Assessment Process:*** Should the City wish to arrange follow-up interviews and/or conduct a final assessment in order to make a selection, CPS HR will coordinate this effort.

- ***Conduct In-Depth Reference Checks:*** The in-depth reference checks are a comprehensive 360-degree evaluation process whereby we speak with current and previous supervisors, peers, and direct reports. (It is our policy to not contact current supervisors until a job offer is made, contingent upon that reference being successfully completed, so as not to jeopardize the candidates' current employment situation.) Candidates are requested to provide a minimum of five references. CPS HR is able to ascertain significant, detailed information from reference sources due to our commitment to each individual of confidentiality, which leads to a willingness to have an open and candid discussion and results in the best appointment for the City. A written (anonymous) summary of the reference checks is provided to the City.
- ***Conduct Background Checks:*** Upon a conditional job offer, we will arrange for a background check of a candidate's records on driving, criminal and civil court, credit history, education, published news, and other sensitive items. Should any negative or questionable content appear during these checks, CPS HR will have a thorough discussion with the finalist(s) and will present a full picture of the situation to the City for further review.
- ***Contract Negotiation (if requested):*** Successful negotiations are critically important, and we are available to serve as your representative in this process. With our expertise, we can advise you regarding current approaches to various components of an employment package. We can represent your interests with regards to salary, benefits, employment agreements, housing, relocation, and other aspects, with the ultimate goal of securing your chosen candidate.

## One-Year Service Guarantee

If the employment of the candidate selected and appointed by the City as a result of a **full executive recruitment** ***(Phases I, II, and III)*** comes to an end before the completion of the first year of service, CPS HR will provide the City with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The City would be responsible only for expenses such as re-advertising, consultant travel, additional background checks, etc. **This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the one-year period.** Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.

## Timeline

The project team CPS HR has selected is prepared to begin work upon receipt of a fully-executed contractual agreement. All search activities up to and including the selection of a new Incumbent can be completed in 12 to 14 weeks. The precise schedule will depend on the placement of advertising in the appropriate professional and affiliate websites, and the ability to schedule the initial meeting. A proposed schedule of major milestones is presented below.

## FEE SCHEDULE

CPS HR can perform **Outreach/Advertising Only** or **Partial Recruitment** services if a **Full Recruitment** is not needed by the City for a specific position. Our professional fixed fee covers all CPS HR services and deliverables associated with **Outreach/Advertising, Partial Recruitment and Full Recruitment** of the recruitment process selected.

For a full recruitment travel expenses for candidates who are invited forward in the interview process are not included. However, should the City desire CPS HR's Travel Team to assist with these arrangements, we are happy to do so. This might require an amount to be added to our contract.

| Professional Fixed Fees* | |
|---|---|
| **Professional Services for Outreach/Advertising (Fixed Flat Fee)** | **$7,500** |
| **Professional Services for Partial Recruitment (Phase I and II) (Fixed Flat Fee)** | **$19,000** |
| **Professional Services for Full Recruitment (Phases I, II, and III) (Fixed Flat Fee)** | **$25,000** |

**Professional fees for a full and partial recruitment would be billed and paid monthly. The Outreach/advertising project will be billed and paid at the completion of the project.*

# EXHIBIT B

## STANDARD TERMS AND CONDITIONS

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

### IN GENERAL

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

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

3. **LICENSES AND PERMITS:** Contractor, at its own expense, shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.

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

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

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

### MATERIALS

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

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

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

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

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B.

Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

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

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

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

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

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

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

## PAYMENT

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

19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

20. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

    Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as

part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

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

22. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.

23. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.

24. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.

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

**SERVICES**

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

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

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

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

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

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

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

liable for the costs. This one year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

**INSPECTION, RECORDS, ADMINISTRATION**

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

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

35. **PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

36. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

**INDEMNIFICATION**

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

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

39. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense

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

## CONTRACT CHANGES

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

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

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

**43. SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.

**44. NO WAIVER:** Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

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

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

## EMPLOYEES AND SUBCONTRACTORS

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

negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

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

49. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

## DEFAULT AND TERMINATION

51. **TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.

52. **CITY REMEDIES:** In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

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

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

55. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

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

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

58. **CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.

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

**MISCELLANEOUS**

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

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

62. **NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

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

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

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

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

**67.** **FORCE MAJUERE:**

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

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

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

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

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

# EXHIBIT C

## STANDARD INSURANCE REQUIREMENTS

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

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

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

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

   Where applicable under the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability

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

   d. Workers' Compensation and Employer's Liability

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

   e. Professional Liability $2,000,000

   f. Network Security and Privacy Liability

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

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

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

6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:

   a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

   b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.

   c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

   d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

   e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

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

7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.

8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.

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

**CONTRACT FOR PROFESSIONAL SERVICES**
Contract No. 2022-80

This Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Duffy Group, Inc., an Arizona Corporation with offices at 4727 East Union Hills Drive, Suite 200, Phoenix, Arizona, 85050 ("Consultant").

WHEREAS, the City desires to receive and Consultant is able to provide Executive Recruitment Services; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Consultant (the "parties") agree as follows:

SERVICES

1. Scope of Work: Consultant shall provide Executive Recruitment Services for the City's hiring process as generally described as follows:

**EXECUTIVE RECRUITMENT SERVICES**

and as more specifically described in the scope of work attached hereto as *Exhibit A.*

2. Compensation: In consideration for Consultant's satisfactory performance, the City shall pay Consultant one hundred fifty dollars per hour (**$150.00/hour)** excluding travel costs, pursuant to the fee structure identified in *Exhibit A.* Any price adjustment must be approved by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) may approve an adjustment if the annual Contract price adjustment and the original compensation is less than $50,000; otherwise City Council approval is required.

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

4. Additional Services: The City reserves the right to add or remove services at any time as needed. Service revisions will be made through written amendment pursuant to the Standard Terms and Conditions contained in this contract as *Exhibit B.*

5. Insurance Requirements: The City of Flagstaff Insurance Requirements, attached hereto as *Exhibit C*, are hereby incorporated into this Contract by reference and shall apply to the performance of this Contract, except to the extent modified in *Exhibit A.*

6. Key Personnel/Subcontractors: Consultant shall provide the contact information for Key Personnel and Subcontractors (if any). Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

7. City Representative: The City Representative is Shannon Anderson, Senior Deputy City Manager Greg Clifton, City Manager, or his designee(s). All communications to the City shall be through the City Representative. The City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the Purchasing Director.

8. City Cooperation: The City will cooperate with Consultant by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Consultant's performance of this Contract.

CONTRACT TERM

9. Contract Term: The Contract term is for a period of three (3) years unless terminated pursuant to the Standard Terms and Conditions. The Contract shall be effective as of the date signed by both parties.

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

DATA AND RECORDS

11. City Ownership of Document and Data: Any original documents prepared or collected by Consultant in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Consultant agrees that all materials prepared under the Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Consultant may have in the materials it prepares under the Contract, including any right to derivative use of the material.

12. Re-Use: City may use City's work product without further compensation to Consultant; provided, however, City's reuse without written verification or adaption by Consultant for purposes other than contemplated herein is at City's sole risk and without liability to Consultant. Consultant shall not engage in any conflict of interest nor appropriate any portion of City's work product for the benefit of Consultant or any third parties without City's prior written consent.

13. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Consultant shall immediately deliver to City copies all of the City's work product and any other documents and data accumulated by Consultant in performance of this Contract, whether complete or in process.

MISCELLANEOUS

14. Notice: Any notice concerning the Contract shall be in writing and sent by certified mail and email as follows:

**To the City**:

Patrick Brown, C.P.M., CPPB
Purchasing Director
211 W. Aspen Avenue
Flagstaff, AZ 86001
pbrown@flagstaffaz.gov

**To Consultant**:

Georgia Musgrave
Vice President, Strategic Initiatives
4727 East Union Hills Drive, Suite200
Phoenix, AZ 85050
gmusgrave@duffygroup.com

**Copy to:**

Shannon Anderson
Deputy City Manager
211 W. Aspen Avenue
Flagstaff, AZ 86001
sanderson@flagstaffaz.gov

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

***(See Signatures on the Following Page)***

DUFFY GROUP, INC.

_____

Print name: _____

Title: _____

Date: _____

CITY OF FLAGSTAFF

_____

Print name: _____

Title: _____

Date: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

## EXHIBIT A

## SCOPE OF WORK AND FEES

Duffy Group will create a customized recruiting strategy to address the multiple steps associated with each search in collaboration with the City of Flagstaff. We are here to partner with the City of Flagstaff every step of the way. As a result, Duffy Group will only perform the specific and selected portions (services) as desired by the client as each search gets underway. Additionally, Duffy Group has the ability to conduct the entire search and selection process to completion for a search, if required.

In coordination with the City, Duffy Group will interview stakeholders to help develop a candidate profile which will include: Establishing the position requirements, creating a compensation package, creating an appropriate candidate profile, describing the Flagstaff community and City organization, identifying the opportunities of the position, and drafting a job posting for the review and approval of the City.

The City of Flagstaff and the Representative will have the flexibility to choose among a set of services Duffy offers below that best fit the needs of each search.

Once the scope of the project is determined, Duffy Group will provide the City with a mutually agreed upon **Recruitment Order/Statement of Work** for all the activities to be provided. The Recruitment Order will be signed by both parties. The Order will contain that agreed upon strategy which could include the following list of services:

1. **Intake/Strategy Meeting** – We consult with the Representative to gain further understanding of the organization and the specifics of the open position(s). We ask detailed questions regarding expectations for the role, clarify strategic issues within the organization and department, and gather feedback on the incumbent if applicable. Our questions dig deeper than the position specification.
    a. Target Location – is this a local, regional or national search
    b. Target Industries/Function – define what type of industries and function should we recruit target
    c. Position specifics – functional expertise required, requirements, etc.
    d. Compensation and benefit information
    e. Selling points – uncovering why someone would want to work for the City of Flagstaff; Culture of the organization, job responsibilities, and future career growth

2. **Development of Search Timeline -** We develop a search timeline and milestones to align goals and objectives for the search. We meet weekly with the Representative by providing weekly updates which track our progress against the timeline and milestones.

3. **Draft Position Specification –** Once a consensus is reached on the requirements of the position, we will prepare the position specification on behalf of the Representative. Final approval will be given to City of Flagstaff's Representative.

4. **Identification of Prospective Candidates** – To find a diverse set of candidates best suited for the position, we will use a variety of resources drawing upon our internal research capabilities, online resources, and phone calls.

5. **Candidate Outreach** – Duffy Group will reach out to the candidates identified to tell City of Flagstaff's unique story. We personalize our calls by leveraging our expert recruiting team's ability to connect with people. As we connect with candidates, we will do the preliminary vetting necessary to scout those individuals best aligned with City of Flagstaff's mission. We will also be speaking with candidates to obtain market intelligence that City of Flagstaff will own and can use for future searches.

6. **Candidate Screening –** Duffy Group will use the criteria outlined during the Intake process to screen the candidates to ensure they meet the minimum qualifications. During this screen, Duffy Group will obtain their interest level for the role and make sure they have a clear understanding of the position.

7. **Introduction of Candidate Profiles –**Duffy Group will submit detailed candidate profiles to the Representative, along with candidate resumes in real-time. On behalf of the Representative, we move through the process to keep candidates informed and connected to ensure candidates do not lose interest in the opportunity.

8. **Status Reporting:** Communication is critical to the success of any search. At Duffy Group, we are transparent on the work conducted. A weekly status report will be sent to the Representative to share the progress on the search. The objective is to stay in close contact with the Representative to refine the process and take action as needed. These reports will include hours worked on the search to date and will highlight each stage of the process, and details on the candidate slate.

9. **Expectations for City of Flagstaff**: Projects of this magnitude can only be successful with a strong partnership and commitment to the process on both ends.

As a result, we require the Representative to review the candidate slate under the agreed-upon strategy promptly. Duffy Group can then calibrate with the Representative regularly, resulting in an improved candidate pool. The Representative should review the weekly status report and let Duffy Group know of any concerns as soon as possible to ensure adjustments get handled quickly.

## OUR GUARANTEE

Duffy Group guarantees to speak with potential candidates who are currently in the stated position, or those who's next logical career step is to advance to this position. We will provide factual information, as provided by candidates, relating to their employment history and relevant work experience. We will act and think like an extension of the organization's team. We will also provide a shortlist of thoroughly vetted candidates who we believe are the best match with the requirements of the position. Our fees are associated with the work already completed. A client does not pre-pay, and therefore, will not be eligible for a refund.

Duffy Group, Inc. offers a flexible pricing model, which means clients pay for only the effort required and the value delivered and not fixed fees or contingency fees. As a result, they are seeing candidates in 10-15 days and saving up to 50% in traditional recruiting costs. Our hourly rate is $150 per hour.

Duffy Group's Recruiting Approach allows for alternative service levels depending on the role and needs of the hiring manager should cost be a factor.

## EXHIBIT B

## STANDARD TERMS AND CONDITIONS

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

### IN GENERAL

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

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

3. **LICENSES AND PERMITS:** Contractor, at its own expense, shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.

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

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

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

### MATERIALS

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

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

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

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

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked

as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

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

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

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

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

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

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

## PAYMENT

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

19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

20. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

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

22. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.

23. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.

24. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.

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

**SERVICES**

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

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

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

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

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

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

32. **WARRANTY:** Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall

bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

## INSPECTION, RECORDS, ADMINISTRATION

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

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

35. **PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

36. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

## INDEMNIFICATION

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

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

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

## CONTRACT CHANGES

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

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

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

43. **SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.

44. **NO WAIVER:** Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

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

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

## EMPLOYEES AND SUBCONTRACTORS

47. **SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

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

49. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

## DEFAULT AND TERMINATION

51. **TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.

52. **CITY REMEDIES:** In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any

performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

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

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

**55. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

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

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

**58. CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.

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

## MISCELLANEOUS

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

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

**62. NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

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

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

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

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

**67. FORCE MAJUERE:**

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

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

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

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

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

## EXHIBIT C

## STANDARD INSURANCE REQUIREMENTS

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

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

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

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

   Where applicable under the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

   a. Commercial General Liability - Occurrence Form

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

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability

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

   d. Workers' Compensation and Employer's Liability

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

   e. Professional Liability $2,000,000

   f. Network Security and Privacy Liability

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

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

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

6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:

   a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

   b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.

   c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

   d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

   e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

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

7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices

required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.

8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a “Best’s” rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City’s receipt of Contractor’s policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City’s right to insist on strict fulfillment of Contractor’s obligations under the Contract.

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

**9. A.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council

**From:** Jeanie Gallagher, Human Resources Director

**Co-Submitter:** Greg Clifton

**Date:** 06/14/2022

**Meeting Date:** 06/21/2022

**TITLE:**

**Consideration and Adoption of Ordinance No. 2022-09:** An ordinance amending Flagstaff City Code, Chapter 1-18, Administrative Departments, to establish the Sustainability Division and the City Clerk Divisions in City Code, and to retitle the City Engineering and Human/Resources/Risk Management Divisions.

**STAFF RECOMMENDED ACTION:**

1) Read Ordinance No. 2022-09 by title only for the final time
2) City Clerk reads Ordinance No. 2022-09 by title only (if approved above)
3) Adopt Ordinance No. 2022-09

**Executive Summary:**

In accordance with City Charter Article IV, Section 1(a), the Council, by ordinance not inconsistent with the City Charter, shall provide for the organization, conduct, and operation of the several offices and departments of the City as established by the Charter, for the creation of additional departments, divisions, offices, and agencies, and for their consolidation, alteration, or abolition.

The City Manager has evaluated the organizational structure and has determined there is great benefit to having both Sustainability and the City Clerk's office as separate divisions and part of the City's Leadership Team. Both Section Directors currently report to the City Manager. Pursuant to the future proposed organizational chart the City Clerk Division would report to the Deputy City Manager (currently vacant) and the Sustainability Director will continue to report to the City Manager.

In addition to the creation of these divisions, City Staff also included two minor adjustments to the ordinance; the first is to update the name of the Engineering and Capital Improvements Division to City Engineering and the second is the realignment of the Risk Management Section under Human Resources with the retitle to Human Resources/Risk Management Division.

**Financial Impact:**

There is budgetary impact when reclassifying both current Section Directors to a Division Director. Funding has been requested in the fiscal 2022-2023 personnel budget.

**Policy Impact:**

There is no anticipated policy impact for these changes.

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

**Priority Based Budget Key Community Priorities and Objectives**

High Performing Governance: Enhance the organization's fiscal stability and increase efficiency and effectiveness.

**Carbon Neutrality Plan**

There is no anticipated impact.

**Has There Been Previous Council Decision on This:**

No.

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**Attachments:** Ord. 2022-09

**ORDINANCE NO. 2022-09**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-18, ADMINISTRATIVE DEPARTMENTS, TO ESTABLISH THE SUSTAINABILITY DIVISION AND THE CITY CLERK DIVISION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, the City Council has authority to approve this reorganization of City Divisions pursuant to the Flagstaff City Charter, Article IV, Section 1(a); and

WHEREAS, the City's needs are best met having a Sustainability Division and a City Clerk Division.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

Section 1: Amend City Code 1-18-0001-0001

Flagstaff City Code Section 1-18-001-0001, Departments and Divisions Organized, is hereby amended as follows:

1-18-001-0001 DEPARTMENTS AND DIVISIONS ORGANIZED

DEPARTMENT HEADS: There will be two (2) departments and ~~eleven (11)~~ THIRTEEN (13) divisions in the City government and the respective department heads shall be deputy city managers who report directly to the City Manager.

The ~~eleven (11)~~ THIRTEEN (13) divisions shall be:

A. FIRE, headed by the Fire Chief.

B. POLICE, headed by the Police Chief.

C. PUBLIC WORKS, headed by the Public Works Director.

D. MANAGEMENT SERVICES, headed by the Management Services Director.

E. WATER SERVICES, headed by the Water Services Director.

F. COMMUNITY DEVELOPMENT, headed by the Community Development Director.

G. ECONOMIC VITALITY, headed by the Economic Vitality Director.

H. INFORMATION TECHNOLOGY, headed by the Information Technology Director.

I. HUMAN RESOURCES/RISK MANAGEMENT, headed by the Human Resources/RISK MANAGEMENT Director.

J. CITY ENGINEERING ~~AND CAPITAL IMPROVEMENTS~~, headed by the City Engineer.

K. PARKS, RECREATION, OPEN SPACE, AND EVENTS, headed by the Parks, Recreation, Open Space, and Events Director.

L. CITY CLERK, HEADED BY THE CITY CLERK.

M. SUSTAINABILITY, HEADED BY THE SUSTAINABILITY DIRECTOR.

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of June, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

**9. B.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Brandi Suda, Finance Director |
| **Co-Submitter:** | Dietrich Sauer, Human Resources Director |
| **Co-Submitter:** | Jeanie Gallagher |
| **Date:** | 06/14/2022 |
| **Meeting Date:** | 06/21/2022 |

**TITLE:**

**Consideration and Adoption of Ordinance No. 2022-14:** 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 voluntary reassignment and transfer.

**STAFF RECOMMENDED ACTION:**

1) Read Ordinance No. 2022-14 by title only for the final time
2) City Clerk reads Ordinance No. 2022-14 by title only (if approved above)
3) Adopt Ordinance No. 2022-14

**Executive Summary:**

*1-20-020 (I), Appropriate Salary:* A Voluntary Reassignment provision provides for City support and administrative procedures for employees to voluntarily request to 1) be placed in a vacant position in a lower pay range for which they are qualified, and 2) the administrative guidelines if they are selected during a recruitment for a position in a lower pay range. These are voluntary requests from the employee and are very different than demotions, which are not voluntary and are connected to a performance concern.

Reference to Voluntary Reassignment occurs in the Employee Handbook of Regulations in both Article 1-20-020 (I) Appropriate Salary and Article 1-40-020 Voluntary Reassignment. Unfortunately, there has been conflicting use of terminology (demotion versus reassignment) and conflicting statements as to whether or not an employee choosing a voluntary reassignment would experience a change in their classification date (the anniversary date upon which they are eligible for their merit increase), perhaps going back to as early as 2001.

A detailed audit conducted by Human Resources confirmed that going back to 2005 we have consistently changed the classification date for every employee experiencing a Voluntary Reassignment. This is consistent with the intent to change the classification date whenever an employee changes position classifications. This allows the performance evaluation to cover only one position classification for the rating period.

A recent detailed policy discussion with City Leadership confirmed the desire to continue this practice going forward.

Therefore, this ordinance change modifies the current language in such that the employee shall receive a new classification date for purposes of merit pay increases and performance evaluations. This will remove the conflict with Article 1-40-020, Voluntary Reassignment which does reflect the desired language and current City practice.

*1-20-20 Appropriate Salary (J):* This language provides the administrative provisions for an employee Transfer. A Transfer occurs when an employee moves from one position to another either in the same pay range or from one area of the City to another in the same position. Current language provides the employee would not experience a change in their classification date (the anniversary date upon which they are eligible for their merit increase).

And, further,

*1-40-030, Transfer:* provides the same language with respect to classification date.

As referenced above, in keeping with the desire to consistently change the classification date whenever an employee changes position classifications and/or the transfer results in moving to another area with a new supervisor, both policy sections to be revised to indicate the employee shall receive a new classification date when experiencing a Transfer.

It is important to note that a pro-rated merit increase is applied to the salary for both Voluntary Reassignment as well as Transfer to ensure the new classification date does not adversely impact their opportunity for merit increase.

**Financial Impact:**

None.

**Policy Impact:**

These represent updates to the Employee Handbook of Regulations, Article 1-20-020 (I) Appropriate Salary to eliminate an unintended conflict with the Employee Handbook of Regulations, Article 1-40-020 Voluntary Reassignment, as well as updates to Article 1-20-020 (J) Appropriate Salary and Article 1-40-030 Transfer with respect to assigning a new classification date.

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

**<u>Priority Based Budget Key Community Priorities and Objectives</u>**

High Performing Governance

- Become an employer of choice and provide employees with the necessary tools, training, and support

**Has There Been Previous Council Decision on This:**

Yes. With regard to Voluntary Reassignment, this topic has been addressed a few times over the past several years primarily to update terminology and remove the use of the word “demotion” since it has a negative connotation.

**Options and Alternatives:**

Option 1: Adopt as presented
Option 2: Decline and provide alternative direction to correct the conflict.

**Attachments:** Ord. 2022-14

**ORDINANCE NO. 2022-14**

**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 VOLUNTARY REASSIGNMENT AND TRANSFER; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; SEVERABILITY; AUTHORITY FOR CLERICAL CORRECTIONS AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, the City Council has authority to approve amendments to 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 to the Employee Handbook of Regulations ("Handbook").

The Handbook, Section 1-20-020, *Appropriate Salary,* is hereby amended as shown below (additions are underlined and in caps, deletions are stricken):

**1-20-020. APPROPRIATE SALARY**

I. Voluntary Reassignment. A voluntary reassignment occurs when an employee moves from a position in a higher pay range to a position in a lower pay range. The employee will move to the lower pay range and not receive an increase in pay. In some circumstances, the employee's rate of pay may decrease as a result of the reassignment. The employee shall ~~retain their~~ RECEIVE A NEW classification date for purposes of merit pay increases and performance evaluations.

J. Transfer. A transfer occurs when an employee moves from one position to another in the same pay range or from one area of the organization to another in the same position. The employee will remain in the same pay range and will not receive an increase in pay. ~~The employee's rate of pay may decrease based on budget capacity.~~ The employee shall ~~retain their current~~ RECEIVE A NEW classification date for purposes of merit pay increases and performance evaluations.

**1-40-030. TRANSFER**

A.2. The employee will maintain his/her current rate of pay and will ~~retain his/her~~ RECEIVE A NEW classification date for purposes of merit increases and performance evaluations.

SECTION 2. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of June, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

**9. C.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Maria Robinson, Risk Management Director |
| **Date:** | 06/14/2022 |
| **Meeting Date:** | 06/21/2022 |

**TITLE:**

**Consideration and Approval of Contract:** FY 2022-23 Insurance Program Renewal

**STAFF RECOMMENDED ACTION:**

Accept the renewal premiums submitted by the Arizona Municipal Risk Retention Pool (AMRRP) for General Liability, E&O, SAM, Property, Auto, Marine, Crime, Cyber, Excess, and Worker's Compensation coverage; Chubb Limited for Airport Liability; Aon Risk Insurance Services West for International Travel; and Industrial Commission of Arizona to fund the Firefighters Presumptive Cancer Claims.

**Executive Summary:**

In FY2021-22, the City of Flagstaff expended an estimated $2,060,665 to cover all the City's exposures with the previously mentioned entities. If renewed, the new estimated premiums will total $2,172,062. This increase will be offset by a dividend AMRRP declared on May 10, 2022. Staff recommends approval of the renewal offered by the current carriers.

**Financial Impact:**

No increased financial impact.

**Policy Impact:**

None

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

**Priority Based Budget Key Community Priorities and Objectives**

Effective Governance

**Has There Been Previous Council Decision on This:**

No

**Background/History:**

In 2020, The City of Flagstaff marketed all lines of primary insurance and, apart from Airport and International Travel coverage, moved all insurance policies to AMRRP.
One advantage of insuring with AMRRP is that most years, dividends are issued based on net financial performance of the pool. This year was no different, *the pool issued a dividend of $249,450 to the City of Flagstaff, which the City has elected to take as a credit payable in July of 2022.*

Following are estimated premiums for FY22/23:

1. AMRRP Liability Insurance Coverage - $1,004,825 (increase of 5% from previous FY)
2. AMRRP Excess Insurance - $132,376 (decrease of 11% from previous FY)
3. Workers Compensation *estimate* - $788,861 (based on employee count)
4. Airport and International Travel *estimate* - $46,000
5. Industrial Commission of Arizona fee *estimate* (based on population, new in FY21) - $200,000

**Total estimated coverage for FY22/23 - $2,172,062. This represents a total anticipated increase of approximately $111,400 from FY21/22, which is 100% off set by the $249,450 dividend declared by the AMRRP board on May 10, 2022.**

---

**Attachments:**

**10. A.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council

**From:** Heidi Derryberry, Assistant Finance Director

**Co-Submitter:** Brandi Suda, Finance Director; Heidi Derryberry, Assistant Finance Director

**Date:** 06/14/2022

**Meeting Date:** 06/21/2022

---

**TITLE:**

**Public Hearing:** Fiscal Year 2022-2023 Budget and Property Tax Levy

**STAFF RECOMMENDED ACTION:**

1) Hold the public hearing to receive citizen input
3) Convene Special Meeting

**Executive Summary:**

This public hearing is being held to comply with law. Arizona budget laws require a public hearing on the proposed final budget and property tax levy, A.R.S. Section 42-17104.

**Financial Impact:**

Upon adopting the final Fiscal Year (FY) 2022-2023 Budget, the City may commit and spend funds for community needs as described in the budget. The budget is funded through numerous revenue sources, including property tax.

The City is proposing a flat primary property tax levy of $7,043,086 on existing properties, plus a levy of $90,600 on new construction, for a total primary property tax levy in Fiscal Year (FY) 2022-2023 of $7,133,686. The primary property tax rate to support this levy is $0.6954 per $100 of assessed valuation (lower than the prior fiscal year). The proposed levy is less than the maximum allowable primary property tax levy allowed for FY 2022-2023, which is $7,569,668.

The City is proposing a secondary property tax levy of $8,102,485 on existing properties, plus a levy of $104,229 on new construction, for a total secondary property tax levy in FY2022-2023 of $8,206,714. The proposed secondary property tax rate is 0.8000 per $100 of net assessed valuation (same as the prior fiscal year).

**Policy Impact:**

The FY 2022-2023 Budget is the financial plan of the City for the upcoming fiscal year.

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

The adoption of the Annual Budget and Financial Plan provides direction and financial resources to support the Key Community Priorities, Regional Plan and Team Flagstaff Strategic Plans.

**Has There Been Previous Council Decision on This:**

- December Budget Retreat on December 9, 2021
- February Budget Retreat on February 3, 2022 and February 4, 2022
- March Capital Improvement Program Budget Retreat on March 31, 2022
- Council Budget Work Session on April 21, 2022 and April 22, 2022
- Tentative Budget Adoption on June 7, 2022

**Options and Alternatives:**

1. Conduct the public hearing; or,
2. Delay the public hearing

**Background/History:**

Budget adoption:
The budget was presented for tentative adoption on June 7, 2022. The tentative adoption established the maximum appropriation for the City for the FY 2022-2023 budget year. The budget legal schedules were published in the Arizona Daily Sun on June 9, 2022, and June 16, 2022.

Property tax levy:
Primary property taxes are accumulated in the General Fund and pay for general services which include but are not limited to public safety, parks and recreation, other public work services, and general administrative and management functions within the City.

Secondary property taxes support debt service payments on numerous city capital projects including the Aquaplex, fire stations, open space, street/utility projects, forest restoration, the core services facility, and courthouse.

The current and proposed property tax rates are shown in the "Expanded Financial Consideration" section below.

Truth in Taxation legislation:
Every year, the Truth in Taxation legislation requires that the county assessor, on or before February 10, transmit to each city and town an estimate of the total net assessed valuation of the city, including new property added to the tax roll. If the proposed primary tax levy amount, excluding amounts attributable to new construction, is greater than the levy amount in the previous year, the City must go through the Truth in Taxation procedures. It is important to note that it is the levy amount and not the rate which triggers the Truth in Taxation procedure. The City of Flagstaff has not triggered the Truth in Taxation notification and hearing for FY 2022-2023 and no additional notifications are required.

**Key Considerations:**

The adoption of the tentative budget set forth into motion a legally mandated time sequence of actions of which the Council must adhere to adopt a final budget and to levy property taxes. If this time sequence is not met as required by statute, the tentative budget adoption, the final budget adoption, the property tax levy actions, and related publications must be started over. The final budget adoption must occur after a public hearing and Council must convene into a Special Meeting to adopt the final budget. The budget must be adopted by the third week of July. The County will adopt the property tax levy the first week of August. The key dates in the process have been presented as part of the action summary.

June 6, 2022 Tentative adoption of the budget by Council

June 21, 2022 Proposed budget and property tax levy public hearing
June 21, 2022 Final budget adoption (In a Special meeting)
June 21, 2022 First reading property tax ordinance
July 5, 2022 Final reading and adoption of the property tax ordinance

**Expanded Financial Considerations:**

The City has proposed a flat primary property tax levy in FY 2022-2023 of $7,133,686. The maximum allowable primary property revenue under state law for FY 2022-2023 is $7,569,668. The primary property tax rate will decrease from $0.7186 in FY 2021-2022 to $0.6954 in FY 2022-2023 due to a total valuation of all existing properties which are increasing 3.4%. Five years of historical data is shown below:

| Property Tax Rates | FY 2018-2019 | FY 2019-2020 | FY 2020-2021 | FY 2021-2022 | FY 2022-2023 Proposed |
|---|---|---|---|---|---|
| Primary | 0.8334 | 0.7933 | 0.7510 | 0.7186 | 0.6954 |
| Secondary | 0.8366 | 0.8366 | 0.8000 | 0.8000 | 0.8000 |
| Total | 1.6700 | 1.6299 | 1.5510 | 1.5186 | 1.4954 |

The final budget adoption allows the City to commit and expend resources as determined to be needed through the FY 2022-2023 budget process. There have been no changes in the final budget recommended for adoption from that presented as the tentative budget. The recommended City of Flagstaff appropriation for FY 2022-2023 is $540,887,795.

**Community Benefits and Considerations:**

The budget process has allowed for public participation which is vital for the City Council in determining the current year goals and objectives. The budget translates Key Community Goals and Objectives into a fiscal plan. Timely budget adoption allows the City to commit expenditures as related to the FY 2022-2023 Budget as needed for ongoing operational consistency to the citizenry. The FY 2022-2023 Budget is balanced.

**Community Involvement:**

Inform/Involve: This is the public hearing in the budget adoption process and it is open to public comment on the property tax levy and the final budget adoption. Budget legal schedules were published in the June 9, 2022, and June 16, 2022, Arizona Daily Sun to allow for additional community review. In addition, the legal and other budget schedules were made available at City Hall, at both Flagstaff Public Libraries, and on the official city website. The final opportunity for community involvement for budget adoption is at this public meeting. The final opportunity for public input on the tax levy will be at the July 5, 2022, Council Meeting.

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**Attachments:** Presentation

# City of Flagstaff FY 2022-2023 Budget and Property Taxes

**June 21, 2022**

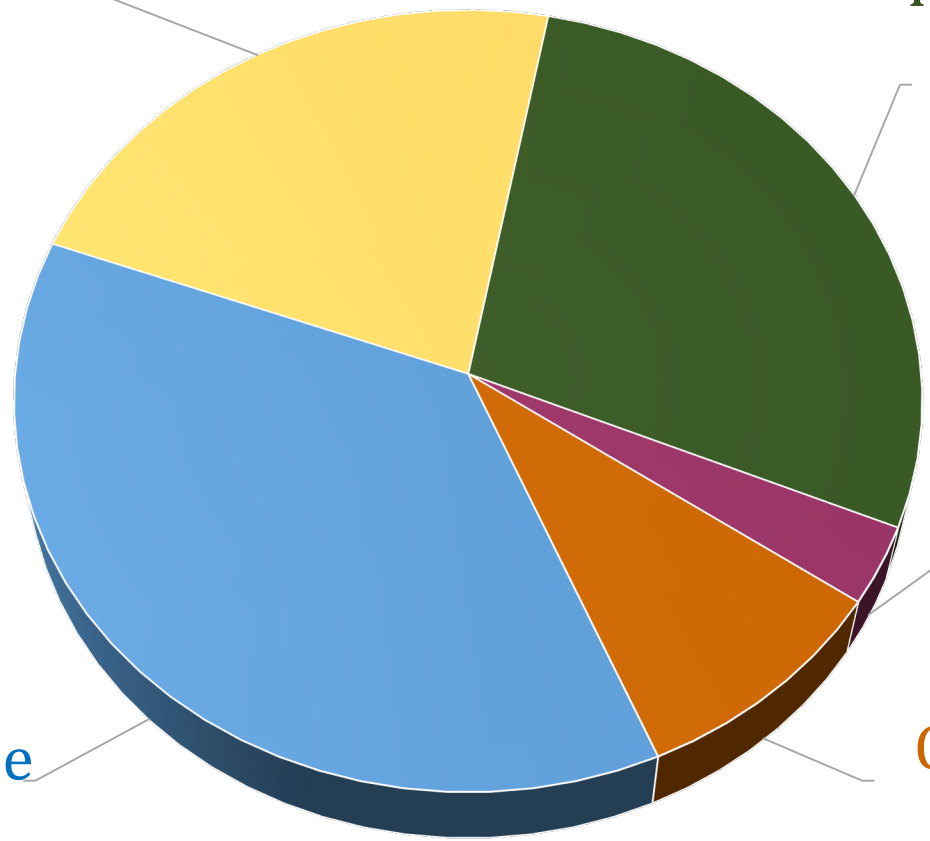
# Budget Timeline

- ✓ **June 7th – Tentative Budget Adoption**
- **June 21st**
  - Public Hearing for Budget and Tax Levy
  - Final Budget Adoption
  - 1st Reading of Property Tax Ordinance
- **July 5th**
  - 2nd Reading and Adoption of Property Tax Ordinance

# Legal Schedule A

Total FY 2022-2023 Budget: $540,887,795

$152.1M (39%) increase over FY 2021-2022



# Proposed Property Tax

## Total Proposed Primary Tax Levy: $7,133,686

- New construction revenue totals $90,600
- Assessed values increased 3.4% on average
- Proposed tax rate of 0.6954 per $100/AV
- Rate decrease from 0.7186 in the prior year
- Adopting $435,982 below maximum allowed
- Unrestricted revenue per state statutes

## Total Proposed Secondary Tax Levy: $8,102,485

- Proposed tax rate of $0.8000 per $100/AV, same as prior year
- 4.7% levy increase
- Cannot exceed the estimated general obligation debt service payments for FY 2022-2023

# Property Tax Rate History

| Property Tax | FY 2018-2019 | FY 2019-2020 | FY 2020-2021 | FY 2022-2022 | FY 2022-2023 Proposed |
|---|---|---|---|---|---|
| Primary | 0.8334 | 0.7933 | 0.7510 | 0.7186 | 0.6954 |
| Secondary | 0.8366 | 0.8366 | 0.8000 | 0.8000 | 0.8000 |
| Total | 1.6700 | 1.6299 | 1.5510 | 1.5186 | 1.4954 |

- Primary Property Tax Rate (FY 2022-2023)
  - Proposed: 0.6954 per $100/AV
  - Flat Levy: 0.6954 per $100/AV
  - Maximum: 0.7379 per $100/AV

# Property Assessed Values

| | Budget FY 2021-22 (Tax Year 2021) | Budget FY 2022-23 (Tax Year 2022) | % Increase |
|---|---|---|---|
| Limited Net AV | $ 979,496,706 | $ 1,025,839,285 | 4.7% |
| Full Cash Net AV | $ 1,187,412,636 | $ 1,229,276,002 | 3.5% |

- Determined by the County Assessor's Office
- New construction 1.3%, $13M assessed value
- Values based on valuation done in late 2020 for Tax Year 2022
- Limited assessed value is used to calculate both the primary and secondary property tax per State Statutes
- Limited assessed value is limited to maximum 5% increase per year for most real property

# City Property Tax Impact

## Residential Example:

| | $100,000 Property in 2021 | | $100,000 Property in 2022 | |
|---|---|---|---|---|
| City Taxing Authority | Rate | Taxes | Rate | Taxes |
| Primary Property Tax | 0.7186 | $ 71.86 | 0.6954 | $ 69.54 |
| Secondary Property Tax | 0.8000 | $ 80.00 | 0.8000 | $ 80.00 |
| Total: City Taxing Authority | 1.5186 | $ 151.86 | 1.4954 | $ 149.54 |
| | | | Change | $ (2.32) |

In FY 2021-2022, City property taxes were approximately 22% of the total residential property tax bill

# City Property Tax Impact

## Commercial Example:

| | $1,000,000 Property in 2021 | | $1,000,000 Property in 2022 | |
|---|---|---|---|---|
| City Taxing Authority | Rate | Taxes | Rate | Taxes |
| Primary Property Tax | 0.7186 | $ 1,293.48 | 0.6954 | $ 1,216.95 |
| Secondary Property Tax | 0.8000 | $ 1,440.00 | 0.8000 | $ 1,400.00 |
| Total: City Taxing Authority | 1.5186 | $ 2,733.48 | 1.4954 | $ 2,616.95 |
| | | | Change | $ (116.53) |

# Questions

**Brandi Suda, Finance Director**

**bsuda@flagstaffaz.gov**

**928-213-2217**

**11. A.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Heidi Derryberry, Assistant Finance Director |
| **Co-Submitter:** | Brandi Suda, Finance Director; Heidi Derryberry, Assistant Finance Director |
| **Date:** | 06/14/2022 |
| **Meeting Date:** | 06/21/2022 |

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**TITLE:**

**Consideration and Adoption of Resolution No. 2022-31:** A resolution of the Council of the City of Flagstaff, Arizona, adopting the Budget for the City of Flagstaff for Fiscal Year 2022-2023.

**STAFF RECOMMENDED ACTION:**

1) Read Resolution No. 2022-31 by title only
2) City Clerk reads Resolution No. 2022-31 by title only (if approved above)
3) Adopt Resolution No. 2022-31
4) Reconvene Regular Meeting

**Executive Summary:**

Each municipality is required to adopt a budget as prescribed by A.R.S. Title 42, Chapter 17, Articles 1 through 5. As published in the tentative adoption of the budget, the final budget is to be adopted on June 21, 2022, (during a Special Meeting), and following a public hearing to receive citizen comments.

**Financial Impact:**

The final budget adoption allows the City to commit and spend funds for community needs as described in the Fiscal Year (FY) 2022-2023 Budget. This will set the maximum allowable expenditures for FY 2022-2023.

**Policy Impact:**

The FY 2022-2023 budget is the financial plan of the City for the upcoming fiscal year.

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

The adoption of the Annual Budget and Financial Plan provides direction and financial resources to support the Key Community Priorities and Objectives, Regional Plan and Team Flagstaff Strategic Plan.

**Has There Been Previous Council Decision on This:**

- December Budget Retreat on December 9, 2021
- February Budget Retreat on February 3, 2022 and February 4, 2022
- March Capital Improvement Program Budget Retreat on March 31, 2022
- Council Budget Work Session on April 21, 2022 and April 22, 2022
- Tentative Budget Adoption on June 7, 2022

**Options and Alternatives:**

- Approve the budget as presented: As the City adopted the tentative budget on June 7, 2022, the maximum appropriation for FY 2022-2023 has been set.
- Amend and approve the budget: The Council could choose to make adjustments within that maximum appropriation or make reductions in the maximum appropriation.

**Background/History:**

The budget was presented for tentative adoption on June 7, 2022. The tentative adoption established the maximum appropriation for the City for FY 2022-2023. The budget legal schedules were published in the Arizona Daily Sun on June 9, 2022, and June 16, 2022.

**Key Considerations:**

The adoption of the tentative budget set forth into motion a legally mandated time sequence of actions of which the Council must adhere to adopt a final budget. If this time sequence is not met as required by statute, the tentative budget adoption, final budget adoption, and related publications must be started over. The final budget adoption must occur after a public hearing and Council must convene into a Special Meeting to adopt the final budget. The budget must be adopted by the third week of July.

June 7, 2022 Tentative adoption of the budget by Council
June 21, 2022 Public hearing on FY 2022-2023 Budget and Property Tax Levy
June 21, 2022 Final budget adoption (In a Special meeting)

**Expanded Financial Considerations:**

Funds must be appropriated to allow for expenditures to occur. The City can spend less than the adopted budget, however, we cannot exceed the budget even if revenues are higher than what was adopted.

The City Council adopted an Economic Recession Plan ("Recession Plan") which provides guidance in expenditure reduction measures to ensure we stay within the revenue resources we receive as a result changes in economic conditions. The City monitors financial revenue data throughout the year.

**Community Benefits and Considerations:**

The budget process has allowed for public participation which is vital for the City Council in determining the current year priorities and objectives. The budget assists in translating the community's priorities and objectives into fiscal reality. Timely budget adoption allows the City to commit expenditures as related to the FY 2022-2023 Budget as needed for ongoing operational consistency to the citizenry. The FY 2022-2023 Budget is balanced.

**Community Involvement:**

Inform/Involve: Earlier this evening there was a public hearing to receive any last public comments prior to final budget adoption. Budget legal schedules were published in the June 9, 2022, and June 16, 2022, Arizona Daily Sun to allow for community review. In addition, the legal and other budget schedules were made available at City Hall, at both Flagstaff Public Libraries, and on the official city website.

**Attachments:** Res. 2022-31
FY 2022-2023 Budget Schedules

**RESOLUTION NO. 2022-31**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ADOPTING THE BUDGET FOR THE CITY OF FLAGSTAFF FOR FISCAL YEAR 2022-2023.**

**RECITALS:**

WHEREAS, in accordance with the provisions of A.R.S. Title 42, Chapter 17, Articles 1 - 5, the City Council did, on June 7, 2022, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Flagstaff; and

WHEREAS, in accordance with said sections of said Title, and following due public notice, the Council met on June 7, 2022, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on June 21, 2022, in the City Council Chambers at City Hall for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in A.R.S. 42-17051 (A).

**ENACTMENTS:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

That said estimates of revenues and expenditures shown on the accompanying schedules as now increased, reduced, or changed, are hereby adopted as the budget of the City of Flagstaff for Fiscal Year 2022-2023.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of June 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:
Schedule A – Summary schedule of Estimated Revenues and Expenditures/Expenses
Schedule B – Tax Levy and Tax Rate Information
Schedule C – Revenues Other Than Property Taxes
Schedule D – Other Financing Sources/(Uses) and Interfund Transfers
Schedule E – Expenditures/Expenses by Fund
Schedule F – Expenditures/Expenses by Division (as applicable)
Schedule G – Full-Time Employees and Personnel Compensation

# Official Budget Forms
# City of Flagstaff
# Fiscal Year 2022-2023

**City of Flagstaff**

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**Fiscal Year 2022-2023**

Resolution for the Adoption of the Budget

Schedule A – Summary schedule of Estimated Revenues and Expenditures/Expenses

Schedule B – Tax Levy and Tax Rate Information

Schedule C – Revenues Other Than Property Taxes

Schedule D – Other Financing Sources/(Uses) and Interfund Transfers

Schedule E – Expenditures/Expenses by Fund

Schedule F – Expenditures/Expenses by Division (as applicable)

Schedule G – Full-Time Employees and Personnel Compensation

City of Flagstaff
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2022-2023

The final opportunity for public input on the City of Flagstaff Fiscal Year 2022-2023 budget will occur on June 21, 2022 at the 3:00 PM City Council meeting
The budget may be reviewed at the City of Flagstaff in the City Clerks Office, 211 West Aspen Avenue, Flagstaff, AZ 86001
or the official website "flagstaff.az.gov" or by request

| Fiscal Year | | Sch | Funds | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | General Fund | Special Revenue Funds | Debt Service Funds | Capital Project Funds | Permanent Fund | Enterprise Funds | Internal Service Funds | Total All Funds |
| 2022 | Adopted/Adjusted Budgeted Expenditures/Expenses* | E | 84,806,756 | 119,155,119 | 16,586,292 | 39,992,545 | 0 | 128,277,922 | 0 | 388,818,634 |
| 2022 | Actual Expenditures/Expenses** | E | 69,819,779 | 47,405,364 | 16,586,292 | 1,071,882 | 0 | 74,401,830 | 0 | 209,285,147 |
| 2023 | Fund Balance/Net Position at July 1*** | | 62,133,123 | 99,360,314 | 22,056,547 | 4,333,846 | 390,260 | 98,770,623 | 0 | 287,044,713 |
| 2023 | Primary Property Tax Levy | B | 7,133,686 | 0 | 0 | 0 | | 0 | 0 | 7,133,686 |
| 2023 | Secondary Property Tax Levy | B | 0 | 0 | 8,206,714 | 0 | | 0 | 0 | 8,206,714 |
| 2023 | Estimated Revenues Other than Property Taxes | C | 90,930,312 | 74,664,533 | 111,000 | 2,260,013 | 14,611 | 122,201,234 | 0 | 290,181,703 |
| 2023 | Other Financing Sources | D | 1,300,000 | 17,200,000 | 0 | 42,303,708 | 0 | 27,900,000 | 0 | 88,703,708 |
| 2023 | Other Financing (Uses) | D | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2023 | Interfund Transfers In | D | 5,664,338 | 25,711,376 | 17,500,376 | 210,500 | 0 | 3,314,224 | 0 | 52,400,814 |
| 2023 | Interfund Transfers (Out) | D | 12,436,971 | 26,961,259 | 8,302,508 | 0 | 0 | 4,700,076 | 0 | 52,400,814 |
| 2023 | Reduction for Amounts Not Available | | | | | | | | | |
| Less: | Amounts for Future Debt Retirement | | | | | | | | | 0 |
| | | | | | | | | | | 0 |
| | | | | | | | | | | 0 |
| | | | | | | | | | | 0 |
| 2023 | Total Financial Resources Available | | 154,724,488 | 189,974,964 | 39,572,129 | 49,108,067 | 404,871 | 247,486,005 | 0 | 681,270,524 |
| 2023 | Budgeted Expenditures/Expenses | E | 121,529,793 | 152,815,463 | 17,500,376 | 49,108,067 | 0 | 199,934,096 | 0 | 540,887,795 |

| Expenditure Limitation Comparison | 2022 | 2023 |
|---|---|---|
| 1. Budgeted Expenditures/Expenses | $ 388,818,634 | $ 540,887,795 |
| 2. Add/Subtract: Estimated Net Reconciling Items | 0 | 0 |
| 3. Budgeted Expenditures/Expenses Adjusted for Reconciling Items | 388,818,634 | 540,887,795 |
| 4. Less: Estimated Exclusions | 191,167,222 | 330,007,849 |
| 5. Amount Subject to the Expenditure Limitation | $ 197,651,412 | $ 210,879,946 |
| 6. EEC Expenditure Limitation | $ 197,894,236 | $ 211,134,938 |

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent fund balance/net position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City of Flagstaff
Expenditure Limitation and
Tax Levy Information
Fiscal Year 2022-2023

| | Estimate* FY 2021-2022 | Budget FY 2022-2023 |
|---|---|---|
| Expenditure Limitation [Economic Estimates Commission] | | $ 211,134,938 |
| Total Estimated Expenditures Subject to Expenditure Limitation | | |
| 1. Maximum Allowable Primary Property Tax Levy [ARS 42-17051.A] rev 6/06 HB 2876 | $ 7,322,717 | $ 7,569,668 |
| 2. Amount Received from Primary Property Taxation in FY 2021-2022 in Excess of the Sum of that Year's Maximum Allowable Primary Property Tax Levy [ARS 42-17102.A.18] | $ - | |
| 3. Property Tax Levy Amounts | | |
| A. Primary Property Taxes | $ 7,038,663 | $ 7,133,686 |
| B. Secondary Property Taxes | 7,835,974 | 8,206,714 |
| C. Total Property Tax Levy Amount | $ 14,874,637 | $ 15,340,400 |
| 4. Property Taxes Collected (Estimated) | | |
| A. Primary Property Taxes: | | |
| (1) FY 2021-2022 Levy | $ 6,938,663 | |
| (2) Prior Years' Levies | 100,000 | |
| (3) Total Primary Property Taxes Collected | 7,038,663 | |
| B. Secondary Property Taxes: | | |
| (1) FY 2021-2022 Levy | 7,835,974 | |
| (2) Total Secondary Property Taxes Collected | 7,835,974 | |
| C. Total Property Taxes Collected | $ 14,874,637 | |
| 5. Property Tax Rates | | |
| A. City of Flagstaff Tax Rate: | | |
| (1) Primary Property Tax Rate | 0.7186 | 0.6954 |
| (2) Secondary Property Tax Rate | 0.8000 | 0.8000 |
| (3) Total City Tax Rate | 1.5186 | 1.4954 |

B. Special Assessment District Tax Rates:
As of the date of the proposed budget, the City was operating one special assessment district for which secondary property taxes are levied. For information pertaining to this district and its tax rates, please contact the City Finance section.

* Includes actual property taxes collected as of the date the proposed budget was prepared plus estimated property tax

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2021-2022 and 2022-2023
(With Actuals for Fiscal Year 2020-2021)

| Source of Revenues | Actual Revenues 2020-2021 | Budgeted Revenues 2021-2022 | Estimated Revenues 2021-2022 | Budgeted Revenues 2022-2023 | Change (Bdgt-Bdgt) | % Change |
|---|---|---|---|---|---|---|
| **General Fund** | | | | | | |
| Local Taxes | | | | | | |
| City Sales Tax | $ 25,987,602 | 23,563,400 | 26,574,000 | 26,942,300 | 3,378,900 | 14.34% |
| Franchise Tax | 2,227,051 | 2,447,298 | 2,260,000 | 2,282,700 | (164,598) | (6.73%) |
| Excise Tax | 135,438 | 272,798 | 272,798 | 272,798 | - | 0.00% |
| Licenses and Permits | | | | | | |
| Business Licenses | 28,676 | 30,000 | 30,000 | 30,000 | - | 0.00% |
| Building Permits | 3,517,030 | 1,868,100 | 2,214,000 | 1,900,000 | 31,900 | 1.71% |
| Other Licenses and Permits | 1,629,550 | 996,880 | 996,880 | 997,380 | 500 | 0.05% |
| Intergovernmental | | | | | | |
| State Income Tax Sharing | 10,723,978 | 9,790,000 | 10,075,700 | 14,800,000 | 5,010,000 | 51.17% |
| State Shared Sales Tax | 8,874,787 | 8,285,200 | 10,300,000 | 10,403,000 | 2,117,800 | 25.56% |
| Auto Lieu Tax | 4,169,172 | 3,718,300 | 4,011,000 | 4,011,000 | 292,700 | 7.87% |
| Federal Grants | 1,130,718 | 3,269,668 | 2,849,157 | 17,177,243 | 13,907,575 | 425.35% |
| State/Local Grants | 1,200,444 | 3,071,419 | 2,150,965 | 3,988,076 | 916,657 | 29.84% |
| Local Intergovernmental Agreements | 1,204,117 | 1,154,418 | 1,154,418 | 1,098,718 | (55,700) | (4.82%) |
| Charges for Services | | | | | | |
| Community Development | 1,278,201 | 745,500 | 745,500 | 745,000 | (500) | (0.07%) |
| Parks and Recreation | 132,668 | 542,870 | 542,870 | 1,082,870 | 540,000 | 99.47% |
| Public Safety | 840,369 | 745,780 | 745,780 | 750,097 | 4,317 | 0.58% |
| Cemetery/General Government | 277,879 | 184,741 | 184,741 | 186,563 | 1,822 | 0.99% |
| Fines and Forfeits | 932,593 | 1,145,194 | 1,145,194 | 1,429,499 | 284,305 | 24.83% |
| Rents | 1,094,906 | 1,154,008 | 993,697 | 1,654,569 | 500,561 | 43.38% |
| Investment Earnings | 909,804 | 372,426 | 417,665 | 423,171 | 50,745 | 13.63% |
| Miscellaneous | 1,005,100 | 275,187 | 821,350 | 755,328 | 480,141 | 174.48% |
| Total General Fund | 67,300,083 | 63,633,187 | 68,485,715 | 90,930,312 | 27,297,125 | 42.90% |
| **Special Revenue Funds** | | | | | | |
| Housing and Community Services Fund | | | | | | |
| Intergovernmental | | | | | | |
| Federal Grants | 1,365,160 | 2,315,356 | 1,060,679 | 2,553,991 | 238,635 | 10.31% |
| State Grants | - | 900,000 | 900,000 | 780,000 | (120,000) | (13.33%) |
| Investment Earnings | 8,827 | 4,000 | 6,318 | 4,000 | - | 0.00% |
| Miscellaneous | 993,228 | - | 257,142 | - | - | 0.00% |
| Total Housing and Comm Svcs Fund | 2,367,215 | 3,219,356 | 2,224,139 | 3,337,991 | 118,635 | 3.69% |
| COVID Relief Fund | | | | | | |
| Intergovernmental | | | | | | |
| Federal Grants | 1,934,046 | 15,238,257 | 15,238,257 | - | (15,238,257) | (100.00%) |
| Total COVID Relief Fund | 1,934,046 | 15,238,257 | 15,238,257 | - | (15,238,257) | (100.00%) |
| Library Fund | | | | | | |
| Intergovernmental | | | | | | |
| Federal Grants | 41,120 | 45,000 | 45,000 | 100,000 | 55,000 | 122.22% |
| State/Local Grants | 25,000 | - | - | - | - | 0.00% |
| Library District Taxes | 3,837,589 | 3,836,302 | 3,836,302 | 4,006,938 | 170,636 | 4.45% |
| Miscellaneous | 35,779 | 41,000 | 41,000 | 41,000 | - | 0.00% |
| Investment Earnings | 66,165 | 39,529 | 39,529 | 39,727 | 198 | 0.50% |
| Total Library Fund | 4,005,653 | 3,961,831 | 3,961,831 | 4,187,665 | 225,834 | 5.70% |
| Highway User Revenue Fund | | | | | | |
| Intergovernmental | | | | | | |
| Highway User Tax | 9,191,151 | 8,556,425 | 9,374,974 | 9,539,036 | 982,611 | 11.48% |
| Licenses and Permits | 157,743 | - | - | - | - | 0.00% |

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2021-2022 and 2022-2023
(With Actuals for Fiscal Year 2020-2021)

| Source of Revenues | Actual Revenues 2020-2021 | Budgeted Revenues 2021-2022 | Estimated Revenues 2021-2022 | Budgeted Revenues 2022-2023 | Change (Bdgt-Bdgt) | % Change |
|---|---|---|---|---|---|---|
| Highway User Revenue Fund (Continued) | | | | | | |
| Marijuana Excise Tax | $ - | 80,000 | - | - | (80,000) | (100.00%) |
| Investment Earnings | 53,836 | 40,000 | 46,000 | 55,000 | 15,000 | 37.50% |
| Miscellaneous | 95,319 | 1,790,000 | - | 3,440,000 | 1,650,000 | 92.18% |
| Total Highway User Revenue Fund | 9,498,049 | 10,466,425 | 9,420,974 | 13,034,036 | 2,567,611 | 24.53% |
| Transportation Fund | | | | | | |
| Transportation Tax | 30,757,600 | 28,053,400 | 31,764,900 | 32,213,900 | 4,160,500 | 14.83% |
| Intergovernmental | | | | | | |
| Federal Grants | - | 6,041,624 | - | 6,285,699 | 244,075 | 4.04% |
| State/Local Grants | - | 100,000 | - | - | (100,000) | (100.00%) |
| Investment Earnings | 379,586 | 239,000 | 251,000 | 258,000 | 19,000 | 7.95% |
| Miscellaneous | 274,067 | 546,458 | - | 546,458 | - | 0.00% |
| Total Transportation Fund | 31,411,253 | 34,980,482 | 32,015,900 | 39,304,057 | 4,323,575 | 12.36% |
| FUTS Fund | | | | | | |
| Investment Earnings | 19,698 | 8,000 | 8,000 | - | (8,000) | (100.00%) |
| Total FUTS Fund | 19,698 | 8,000 | 8,000 | - | (8,000) | (100.00%) |
| Beautification Fund | | | | | | |
| BBB Tax | 1,809,530 | 1,756,700 | 1,990,000 | 2,029,800 | 273,100 | 15.55% |
| Intergovernmental | | | | | | |
| Federal Grants | - | 50,000 | 50,000 | - | (50,000) | (100.00%) |
| Investment Earnings | 65,593 | 38,000 | 38,000 | 44,000 | 6,000 | 15.79% |
| Miscellaneous | 3,575 | - | - | - | - | 0.00% |
| Total Beautification Fund | 1,878,698 | 1,844,700 | 2,078,000 | 2,073,800 | 229,100 | 12.42% |
| Economic Development Fund | | | | | | |
| BBB Tax | 860,205 | 834,400 | 945,250 | 964,200 | 129,800 | 15.56% |
| Investment Earnings | 4,371 | 6,437 | 8,172 | 11,677 | 5,240 | 81.40% |
| Rents | 321,090 | 380,686 | 380,686 | 403,100 | 22,414 | 5.89% |
| Miscellaneous | 50 | - | - | - | - | 0.00% |
| Total Economic Development Fund | 1,185,716 | 1,221,523 | 1,334,108 | 1,378,977 | 157,454 | 12.89% |
| Tourism Fund | | | | | | |
| BBB Tax | 2,716,233 | 2,635,000 | 2,985,000 | 3,044,700 | 409,700 | 15.55% |
| Retail Sales | 121,860 | 124,594 | 124,594 | 125,840 | 1,246 | 1.00% |
| Investment Earnings | 9,393 | 2,778 | 2,778 | 7,594 | 4,816 | 173.36% |
| Miscellaneous | 17,980 | 16,026 | 16,026 | 16,186 | 160 | 1.00% |
| Total Tourism Fund | 2,865,466 | 2,778,398 | 3,128,398 | 3,194,320 | 415,922 | 14.97% |
| Arts and Science Fund | | | | | | |
| BBB Tax | 678,089 | 658,800 | 746,250 | 761,200 | 102,400 | 15.54% |
| Investment Earnings | 7,371 | 4,000 | 4,000 | 5,000 | 1,000 | 25.00% |
| Total Arts and Science Fund | 685,460 | 662,800 | 750,250 | 766,200 | 103,400 | 15.60% |
| Recreation Fund | | | | | | |
| BBB Tax | 2,987,469 | 2,898,500 | 3,283,500 | 3,349,200 | 450,700 | 15.55% |
| Intergovernmental | | | | | | |
| State Grants | - | - | - | 300,000 | 300,000 | 100.00% |
| Investment Earnings | 7,298 | 5,000 | 5,000 | 6,000 | 1,000 | 20.00% |
| Total Recreation Fund | 2,994,767 | 2,903,500 | 3,288,500 | 3,655,200 | 751,700 | 25.89% |
| Parking District Fund | | | | | | |
| Parking | 357,090 | 1,230,850 | 1,202,850 | 1,225,907 | (4,943) | (0.40%) |
| Investment Earnings | 10,836 | 13,800 | 7,000 | 24,000 | 10,200 | 73.91% |

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2021-2022 and 2022-2023
(With Actuals for Fiscal Year 2020-2021)

| Source of Revenues | Actual Revenues 2020-2021 | Budgeted Revenues 2021-2022 | Estimated Revenues 2021-2022 | Budgeted Revenues 2022-2023 | Change (Bdgt-Bdgt) | % Change |
|---|---|---|---|---|---|---|
| Parking District Fund (Continued) | | | | | | |
| Miscellaneous | $ 1,136 | - | - | - | - | 0.00% |
| Total Parking District Fund | 369,062 | 1,244,650 | 1,209,850 | 1,249,907 | 5,257 | 0.42% |
| Water Resource and Infrastructure Protection (WRIP) Fund | | | | | | |
| Water Resource Protection Fee | 1,240,175 | 1,228,220 | 1,239,000 | 1,277,380 | 49,160 | 4.00% |
| Intergovernmental | | | | | | |
| Federal Grants | 3,863 | - | - | 1,200,000 | 1,200,000 | 100.00% |
| State/Local Grants | 5,000 | - | - | - | - | 0.00% |
| Investment Earnings | 2,145 | 3,000 | 3,000 | 5,000 | 2,000 | 66.67% |
| Total WRIP Fund | 1,251,183 | 1,231,220 | 1,242,000 | 2,482,380 | 1,251,160 | 101.62% |
| Total Special Revenue Funds | 60,466,266 | 79,761,142 | 75,900,207 | 74,664,533 | (5,096,609) | (6.39%) |
| Debt Service Funds | | | | | | |
| Secondary Property Tax Fund | | | | | | |
| Investment Earnings | 24,642 | 36,000 | 36,000 | 39,000 | 3,000 | 8.33% |
| Total Secondary Property Tax Fund | 24,642 | 36,000 | 36,000 | 39,000 | 3,000 | 8.33% |
| Pension Debt Service Fund | | | | | | |
| Investment Earnings | 12,445 | 71,000 | 71,000 | 72,000 | 1,000 | 1.41% |
| Total Pension Debt Service Fund | 12,445 | 71,000 | 71,000 | 72,000 | 1,000 | 1.41% |
| Total Debt Service Funds | 37,087 | 107,000 | 107,000 | 111,000 | 4,000 | 3.74% |
| Permanent Funds | | | | | | |
| Perpetual Care Fund | | | | | | |
| Contributions | 19,910 | 10,082 | 10,082 | 10,284 | 202 | 2.00% |
| Investment Earnings | 3,181 | 4,284 | 4,284 | 4,327 | 43 | 1.00% |
| Total Perpetual Care Fund | 23,091 | 14,366 | 14,366 | 14,611 | 245 | 1.71% |
| Total Permanent Funds | 23,091 | 14,366 | 14,366 | 14,611 | 245 | 1.71% |
| Capital Project Funds | | | | | | |
| Non GO Bonds Projects Fund | | | | | | |
| Real Estate Proceeds | - | 2,000,000 | - | 2,000,000 | - | 0.00% |
| Intergovernmental | | | | | | |
| State Grants | 30,000 | - | - | - | - | 0.00% |
| Investment Earnings | 6,122 | - | - | - | - | 0.00% |
| Total Non GO Bonds Projects Fund | 36,122 | 2,000,000 | - | 2,000,000 | - | 0.00% |
| GO Bonds Projects Fund | | | | | | |
| Intergovernmental | | | | | | |
| Federal Grants | 108,774 | - | 27,454 | 66,892 | 66,892 | 100.00% |
| State Grants | 137,233 | 601,676 | 390,496 | 193,121 | (408,555) | (67.90%) |
| Investment Earnings | 4,640 | - | - | - | - | 0.00% |
| Total GO Bonds Projects Fund | 250,647 | 601,676 | 417,950 | 260,013 | (341,663) | (56.79%) |
| Total Capital Projects Funds | 286,769 | 2,601,676 | 417,950 | 2,260,013 | (341,663) | (13.13%) |

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2021-2022 and 2022-2023
(With Actuals for Fiscal Year 2020-2021)

| Source of Revenues | Actual Revenues 2020-2021 | Budgeted Revenues 2021-2022 | Estimated Revenues 2021-2022 | Budgeted Revenues 2022-2023 | Change (Bdgt-Bdgt) | % Change |
|---|---|---|---|---|---|---|
| Enterprise Funds | | | | | | |
| Drinking Water Fund | | | | | | |
| Intergovernmental | | | | | | |
| Federal Grants | $ - | - | - | 4,250,000 | 4,250,000 | 100.00% |
| Water Fees | 20,493,491 | 18,939,698 | 19,449,216 | 19,662,250 | 722,552 | 3.82% |
| Investment Earnings | 235,473 | 134,424 | 124,727 | 138,186 | 3,762 | 2.80% |
| Rents | 20,000 | 5,150 | 5,150 | 5,150 | - | 0.00% |
| Miscellaneous | 36,865 | - | 3,900 | - | - | 0% |
| Total Drinking Water Fund | 20,785,829 | 19,079,272 | 19,582,993 | 24,055,586 | 4,976,314 | 26.08% |
| Wastewater Fund | | | | | | |
| Wastewater Fees | 14,005,043 | 11,981,398 | 12,724,150 | 12,102,662 | 121,264 | 1.01% |
| Investment Earnings | 165,549 | 202,857 | 145,000 | 128,000 | (74,857) | (36.90%) |
| Miscellaneous | 189,327 | - | 28,696 | - | - | 0.00% |
| Total Wastewater Fund | 14,359,919 | 12,184,255 | 12,897,846 | 12,230,662 | 46,407 | 0.38% |
| Reclaimed Water Fund | | | | | | |
| Reclaimed Water Fees | 1,453,038 | 1,046,439 | 1,067,516 | 1,068,158 | 21,719 | 2.08% |
| Investment Earnings | 16,088 | 9,933 | 12,341 | 13,860 | 3,927 | 39.53% |
| Total Reclaimed Water Fund | 1,469,126 | 1,056,372 | 1,079,857 | 1,082,018 | 25,646 | 2.43% |
| Stormwater Fund | | | | | | |
| Intergovernmental | | | | | | |
| Federal Grants | 47,122 | 1,480,630 | 7,332,932 | 1,500,000 | 19,370 | 1.31% |
| State Grants | 82,721 | - | - | - | - | 0.00% |
| Stormwater Fees | 4,415,057 | 4,311,858 | 4,311,858 | 4,355,418 | 43,560 | 1.01% |
| Investment Earnings | 3,870 | - | - | 65,051 | 65,051 | 100.00% |
| Total Stormwater Fund | 4,548,770 | 5,792,488 | 11,644,790 | 5,920,469 | 127,981 | 2.21% |
| Solid Waste Fund | | | | | | |
| Solid Waste | 12,971,880 | 13,053,187 | 14,024,255 | 13,741,358 | 688,171 | 5.27% |
| Investment Earnings | 106,988 | 81,821 | 81,821 | 118,139 | 36,318 | 44.39% |
| Sale of Property | 26,500 | - | - | - | - | 0.00% |
| Miscellaneous | 8,124 | 840,000 | - | 1,680,000 | 840,000 | 100.00% |
| Total Solid Waste Fund | 13,113,492 | 13,975,008 | 14,106,076 | 15,539,497 | 1,564,489 | 11.19% |
| Sustainability and Environmental Management Fund | | | | | | |
| Intergovernmental | | | | | | |
| Federal Grants | 2,851 | - | - | 3,500,000 | 3,500,000 | 100.00% |
| State Grants | 12,146 | - | - | 105,000 | 105,000 | 100.00% |
| Environmental Services | 1,212,258 | 1,213,478 | 1,213,478 | 1,225,551 | 12,073 | 0.99% |
| Investment Earnings | 7,152 | 5,000 | 5,000 | 10,000 | 5,000 | 100.00% |
| Miscellaneous | 100 | - | - | - | - | 0.00% |
| Total Sustainability and Env Mgmt Fund | 1,234,507 | 1,218,478 | 1,218,478 | 4,840,551 | 3,622,073 | 297.26% |
| Airport Fund | | | | | | |
| Intergovernmental | | | | | | |
| Federal Grants | 3,949,750 | 20,746,132 | 7,789,757 | 39,027,557 | 18,281,425 | 88.12% |
| State Grants | 70,791 | 1,847,392 | 6,457 | 3,878,069 | 2,030,677 | 109.92% |
| Airport | 958,392 | 1,158,025 | 1,645,137 | 1,175,390 | 17,365 | 1.50% |
| Rents | 966,689 | 1,407,096 | 888,345 | 1,512,999 | 105,903 | 7.53% |
| Parking | - | - | 200,000 | 893,520 | 893,520 | 100.00% |
| Investment Earnings | 12,982 | 7,000 | 8,000 | 10,000 | 3,000 | 42.86% |
| Miscellaneous | 635 | 1,000 | 16 | 1,000 | - | 0.00% |
| Total Airport Fund | 5,959,239 | 25,166,645 | 10,537,712 | 46,498,535 | 21,331,890 | 84.76% |

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2021-2022 and 2022-2023
(With Actuals for Fiscal Year 2020-2021)

| Source of Revenues | Actual Revenues 2020-2021 | Budgeted Revenues 2021-2022 | Estimated Revenues 2021-2022 | Budgeted Revenues 2022-2023 | Change (Bdgt-Bdgt) | % Change |
|---|---|---|---|---|---|---|
| Flagstaff Housing Authority Fund | | | | | | |
| Intergovernmental | | | | | | |
| Federal Grants | $ 6,384,752 | 8,140,331 | 7,139,081 | 9,619,317 | 1,478,986 | 18.17% |
| Rents and Other Tenant Income | 1,347,277 | 1,275,000 | 1,275,000 | 1,400,000 | 125,000 | 9.80% |
| Miscellaneous | 1,020,295 | 395,012 | 399,196 | 1,014,599 | 619,587 | 156.85% |
| Total Flagstaff Housing Authority Fund | 8,752,324 | 9,810,343 | 8,813,277 | 12,033,916 | 2,223,573 | 22.67% |
| Total Enterprise Funds | 70,223,206 | 88,282,861 | 79,881,029 | 122,201,234 | 33,918,373 | 38.42% |
| Total Revenues | $ 198,336,502 | 234,400,232 | 224,806,267 | 290,181,703 | 55,781,471 | 23.80% |

City of Flagstaff
Summary by Funding of Other Financing Sources
and Interfund Transfers
Fiscal Year 2022-2023

| Fund | Proceeds from Other Financing Sources | Interfund Transfers In | Interfund Transfers Out |
|---|---|---|---|
| General Fund | $ 1,300,000 | 5,664,338 | 12,436,971 |
| Special Revenue Funds | | | |
| Housing and Community Services | - | 518,669 | - |
| Library | - | 1,792,813 | - |
| Highway User Revenue | - | 21,355,593 | 13,000 |
| Transportation | 17,200,000 | 1,797,301 | 23,152,894 |
| Beautification | - | - | 488,392 |
| Economic Development | - | 247,000 | 393,757 |
| Tourism | - | - | 155,070 |
| Recreation | - | - | 2,574,189 |
| Water Resource and Infrastructure Protection | - | - | 183,957 |
| Total Special Revenue Funds | 17,200,000 | 25,711,376 | 26,961,259 |
| Debt Service Funds | | | |
| General Obligation Bonds | - | 8,302,508 | - |
| Secondary Property Tax | - | - | 8,302,508 |
| Pension Debt Service | - | 9,197,868 | - |
| Total Debt Service Funds | - | 17,500,376 | 8,302,508 |
| Capital Project Funds | | | |
| Non General Obligation Bond Funded Projects | - | 210,500 | - |
| General Obligation Bond Funded Projects | 42,303,708 | - | - |
| Total Capital Projects Funds | 42,303,708 | 210,500 | - |
| Enterprise Funds | | | |
| Drinking Water | - | 2,124,426 | - |
| Wastewater | 4,150,000 | - | 1,802,079 |
| Reclaimed Water | 850,000 | - | 114,230 |
| Stormwater | 22,900,000 | - | 208,117 |
| Solid Waste | - | 63,570 | 99,714 |
| Sustainability and Environmental Management | - | 1,126,228 | - |
| Airport | - | - | 2,475,936 |
| Total Enterprise Funds | 27,900,000 | 3,314,224 | 4,700,076 |
| Total All Funds | $ 88,703,708 | 52,400,814 | 52,400,814 |

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2021-2022 and 2022-2023
(With Actual for Fiscal Year 2020-2021)

| Fund/Division | Actual Expenditures/ Expenses 2020-2021 | Adopted Budgeted Expenditures/ Expenses 2021-2022 | Estimated Expenditures/ Expenses 2021-2022 | Proposed Budgeted Expenditures/ Expenses 2022-2023 | Change (Budget-Budget) | % Change |
|---|---|---|---|---|---|---|
| General Fund | | | | | | |
| General Administration | $ 11,378,043 | 16,816,843 | 13,171,816 | 32,676,034 | 15,859,191 | 94.3% |
| Management Services | 4,057,286 | 5,002,102 | 4,665,288 | 5,684,459 | 682,357 | 13.6% |
| Fire | 11,215,001 | 17,488,590 | 16,813,243 | 21,912,503 | 4,423,913 | 25.3% |
| Police | 18,916,316 | 21,887,143 | 21,221,952 | 24,025,033 | 2,137,890 | 9.8% |
| Community Development | 5,197,943 | 4,581,233 | 4,279,058 | 5,019,306 | 438,073 | 9.6% |
| Public Works | 7,456,505 | 14,978,665 | 10,874,279 | 5,157,021 | (9,821,644) | (65.6%) |
| Economic Vitality | 119,599 | 202,834 | 127,834 | 258,918 | 56,084 | 27.7% |
| Non-Departmental | (2,519,050) | (1,346,977) | (3,646,954) | 8,362,818 | 9,709,795 | (720.9%) |
| City Engineering | - | 1,999,513 | 1,944,513 | 2,124,281 | 124,768 | 6.2% |
| Parks, Recreation, Open Space & Events | - | - | - | 13,381,360 | 13,381,360 | 100.0% |
| Contingency | 24,006 | 3,196,810 | 368,750 | 2,928,060 | (268,750) | (8.4%) |
| Total General Fund | 55,845,649 | 84,806,756 | 69,819,779 | 121,529,793 | 36,723,037 | 43.3% |
| Special Revenue Funds | | | | | | |
| Housing and Community Service Fund | | | | | | |
| Community Development | 1,865,395 | 4,971,337 | 2,122,864 | 5,913,035 | 941,698 | 18.9% |
| Non-Departmental | 68,877 | 48,668 | 48,668 | 46,235 | (2,433) | (5.0%) |
| | 1,934,272 | 5,020,005 | 2,171,532 | 5,959,270 | 939,265 | 18.7% |
| COVID Relief Fund | | | | | | |
| Fire | 889,748 | - | - | - | - | 0.0% |
| Police | 1,044,298 | - | - | - | - | 0.0% |
| Non-Departmental | - | 6,171,965 | 2,119,741 | 3,118,516 | (3,053,449) | (49.5%) |
| | 1,934,046 | 6,171,965 | 2,119,741 | 3,118,516 | (3,053,449) | (49.5%) |
| Library Fund | | | | | | |
| General Administration | 184,047 | 272,459 | 272,459 | 280,520 | 8,061 | 3.0% |
| Management Services | 209,713 | 187,931 | 187,931 | 151,324 | (36,607) | (19.5%) |
| Public Works | 43,397 | 40,058 | 40,058 | 28,892 | (11,166) | (27.9%) |
| Economic Vitality | 4,394,792 | 7,495,180 | 5,916,569 | 7,174,059 | (321,121) | (4.3%) |
| Non-Departmental | 71,752 | 61,878 | 61,878 | 74,008 | 12,130 | 19.6% |
| Contingency | - | 100,000 | - | 100,000 | - | 0.0% |
| | 4,903,701 | 8,157,506 | 6,478,895 | 7,808,803 | (348,703) | (4.3%) |
| Highway User Revenue Fund | | | | | | |
| General Administration | 138,764 | 280,797 | 280,797 | 409,111 | 128,314 | 45.7% |
| Management Services | 201,018 | 78,002 | 78,002 | 80,664 | 2,662 | 3.4% |
| Community Development | 1,468,024 | - | - | - | - | 0.0% |
| Public Works | 8,568,321 | 12,177,155 | 6,550,542 | 14,382,887 | 2,205,732 | 18.1% |
| Economic Vitality | 2,706 | 220 | 220 | - | (220) | (100.0%) |
| Non-Departmental | 126,879 | 190,920 | 190,920 | 202,761 | 11,841 | 6.2% |
| City Engineering | - | 9,439,638 | 1,745,825 | 23,712,129 | 14,272,491 | 151.2% |
| Contingency | - | 100,000 | - | 100,000 | - | 0.0% |
| | 10,505,712 | 22,266,732 | 8,846,306 | 38,887,552 | 16,620,820 | 74.6% |
| Transportation Fund | | | | | | |
| General Administration | 72,462 | 68,686 | 68,686 | 51,325 | (17,361) | (25.3%) |
| Management Services | 188,863 | 132,446 | 132,446 | 98,601 | (33,845) | (25.6%) |
| Community Development | 9,042,855 | - | - | - | - | 0.0% |
| Public Works | 2,061,427 | 1,293,477 | 1,166,115 | 5,100,717 | 3,807,240 | 294.3% |
| Economic Vitality | 748 | 86 | 86 | - | (86) | (100.0%) |
| Non-Departmental | 7,498,961 | 9,579,751 | 6,278,437 | 14,347,388 | 4,767,637 | 49.8% |
| City Engineering | - | 50,918,527 | 12,475,132 | 58,363,165 | 7,444,638 | 14.6% |
| | 18,865,316 | 61,992,973 | 20,120,902 | 77,961,196 | 15,968,223 | 25.8% |
| FUTS Fund | | | | | | |
| Community Development | 1,162,550 | - | - | - | - | 0.0% |
| | 1,162,550 | - | - | - | - | 0.0% |

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2021-2022 and 2022-2023
(With Actual for Fiscal Year 2020-2021)

| Fund/Division | Actual Expenditures/ Expenses 2020-2021 | Adopted Budgeted Expenditures/ Expenses 2021-2022 | Estimated Expenditures/ Expenses 2021-2022 | Proposed Budgeted Expenditures/ Expenses 2022-2023 | Change (Budget-Budget) | % Change |
|---|---|---|---|---|---|---|
| Beautification Fund | | | | | | |
| Economic Vitality | $ 525,508 | 6,127,867 | 755,876 | 6,054,099 | (73,768) | (1.2%) |
| Contingency | - | 10,000 | - | 10,000 | - | 0.0% |
| | 525,508 | 6,137,867 | 755,876 | 6,064,099 | (73,768) | (1.2%) |
| | | | | | | 0.0% |
| Economic Development Fund | | | | | | |
| Economic Vitality | 1,162,765 | 1,742,551 | 1,349,928 | 1,745,230 | 2,679 | 0.2% |
| Contingency | - | 45,000 | - | 45,000 | - | 0.0% |
| | 1,162,765 | 1,787,551 | 1,349,928 | 1,790,230 | 2,679 | 0.1% |
| Tourism Fund | | | | | | |
| Economic Vitality | 2,314,873 | 3,156,284 | 3,076,284 | 3,271,449 | 115,165 | 3.6% |
| Contingency | - | 50,000 | - | 175,000 | 125,000 | 250.0% |
| | 2,314,873 | 3,206,284 | 3,076,284 | 3,446,449 | 240,165 | 7.5% |
| Arts and Science Fund | | | | | | |
| Economic Vitality | 623,631 | 1,340,007 | 619,507 | 1,258,679 | (81,328) | (6.1%) |
| Contingency | - | 10,000 | - | 10,000 | - | 0.0% |
| | 623,631 | 1,350,007 | 619,507 | 1,268,679 | (81,328) | (6.0%) |
| Recreation Fund | | | | | | |
| Parks, Recreation, Open Space & Events | - | - | - | 1,810,400 | 1,810,400 | 100.0% |
| Public Works | 10,358 | 10,400 | 10,400 | - | (10,400) | (100.0%) |
| | 10,358 | 10,400 | 10,400 | 1,810,400 | 1,800,000 | 17,307.7% |
| Parking District Fund | | | | | | |
| General Administration | 23,519 | 40,596 | 40,596 | 39,437 | (1,159) | (2.9%) |
| Management Services | 27,366 | 11,338 | 11,338 | 13,601 | 2,263 | 20.0% |
| Public Works | 567 | 4,063 | 4,063 | 420 | (3,643) | (89.7%) |
| Economic Vitality | 572,447 | 2,014,028 | 846,192 | 2,354,524 | 340,496 | 16.9% |
| Non-Departmental | 10,367 | 8,325 | 8,325 | 8,419 | 94 | 1.1% |
| Contingency | - | 30,000 | - | 30,000 | - | 0.0% |
| | 634,266 | 2,108,350 | 910,514 | 2,446,401 | 338,051 | 16.0% |
| Water Resource and Infrastructure Protection Fund | | | | | | |
| General Administration | - | - | - | 58,268 | 58,268 | 100.0% |
| Management Services | - | - | - | 10,945 | 10,945 | 100.0% |
| Fire | 363,568 | 945,479 | 945,479 | 2,174,900 | 1,229,421 | 130.0% |
| Public Works | - | - | - | 3,208 | 3,208 | 100.0% |
| Non-Departmental | - | - | - | 6,547 | 6,547 | 100.0% |
| | 363,568 | 945,479 | 945,479 | 2,253,868 | 1,308,389 | 138.4% |
| Total Special Revenue Funds | 44,940,566 | 119,155,119 | 47,405,364 | 152,815,463 | 33,660,344 | 28.2% |
| Debt Service Funds | | | | | | |
| General Obligation Bonds Fund | | | | | | |
| Non-Departmental | 7,303,370 | 7,388,402 | 7,388,402 | 8,302,508 | 914,106 | 12.4% |
| | 7,303,370 | 7,388,402 | 7,388,402 | 8,302,508 | 914,106 | 12.4% |
| Pension Debt Service Fund | | | | | | |
| Non-Departmental | 120,578,514 | 9,197,890 | 9,197,890 | 9,197,868 | (22) | (0.0%) |
| | 120,578,514 | 9,197,890 | 9,197,890 | 9,197,868 | (22) | (0.0%) |
| Total Debt Service Funds | 127,881,884 | 16,586,292 | 16,586,292 | 17,500,376 | 914,084 | 5.5% |

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2021-2022 and 2022-2023
(With Actual for Fiscal Year 2020-2021)

| Fund/Division | Actual Expenditures/ Expenses 2020-2021 | Adopted Budgeted Expenditures/ Expenses 2021-2022 | Estimated Expenditures/ Expenses 2021-2022 | Proposed Budgeted Expenditures/ Expenses 2022-2023 | Change (Budget-Budget) | % Change |
|---|---|---|---|---|---|---|
| Capital Project Funds | | | | | | |
| Non GO Bond Funded Projects Fund | | | | | | |
| Non-Departmental | $ 5,624,628 | 34,303,906 | 10,914 | 4,458,057 | (29,845,849) | (87.0%) |
| | 5,624,628 | 34,303,906 | 10,914 | 4,458,057 | (29,845,849) | (87.0%) |
| GO Bonds Funded Projects Fund | | | | | | |
| Non-Departmental | 1,143,971 | 5,688,639 | 1,060,968 | 44,650,010 | 38,961,371 | 684.9% |
| | 1,143,971 | 5,688,639 | 1,060,968 | 44,650,010 | 38,961,371 | 684.9% |
| Total Capital Project Funds | 6,768,599 | 39,992,545 | 1,071,882 | 49,108,067 | 9,115,522 | 22.8% |
| Enterprise Funds | | | | | | |
| Drinking Water Fund | | | | | | |
| General Administration | 253,035 | 395,960 | 395,960 | 408,622 | 12,662 | 3.2% |
| Management Services | 1,190,547 | 1,102,524 | 1,102,524 | 1,134,086 | 31,562 | 2.9% |
| Community Development | - | 50,436 | 50,436 | 66,572 | 16,136 | 32.0% |
| Public Works | 105,173 | 149,725 | 149,725 | 122,584 | (27,141) | (18.1%) |
| Economic Vitality | 5,640 | 543 | 543 | - | (543) | (100.0%) |
| Water Services | 20,465,940 | 36,955,509 | 16,898,049 | 35,705,179 | (1,250,330) | (3.4%) |
| Non-Departmental | 157,666 | 148,373 | 148,373 | 189,267 | 40,894 | 27.6% |
| Contingency | - | 1,000,000 | - | 1,000,000 | - | 0.0% |
| | 22,178,001 | 39,803,070 | 18,745,610 | 38,626,310 | (1,176,760) | (3.0%) |
| Wastewater Fund | | | | | | |
| General Administration | 241,162 | 232,368 | 232,368 | 230,375 | (1,993) | (0.9%) |
| Management Services | 360,381 | 327,001 | 327,001 | 343,692 | 16,691 | 5.1% |
| Community Development | - | 16,812 | 16,812 | - | (16,812) | (100.0%) |
| Public Works | 19,939 | 23,859 | 23,859 | 31,232 | 7,373 | 30.9% |
| Economic Vitality | 2,383 | 209 | 209 | - | (209) | (100.0%) |
| Water Services | 5,707,606 | 16,580,973 | 8,462,292 | 32,290,176 | 15,709,203 | 94.7% |
| Non-Departmental | 65,901 | 55,653 | 55,653 | 64,525 | 8,872 | 15.9% |
| Contingency | - | 800,000 | - | 800,000 | - | 0.0% |
| | 6,397,372 | 18,036,875 | 9,118,194 | 33,760,000 | 15,723,125 | 87.2% |
| Reclaimed Water Fund | | | | | | |
| General Administration | 28,900 | 21,139 | 21,139 | 31,345 | 10,206 | 48.3% |
| Management Services | 32,038 | 42,806 | 42,806 | 40,969 | (1,837) | (4.3%) |
| Economic Vitality | 240 | 20 | 20 | - | (20) | (100.0%) |
| Water Services | 647,286 | 1,779,601 | 581,032 | 2,300,344 | 520,743 | 29.3% |
| Non-Departmental | 8,161 | 6,569 | 6,569 | 5,272 | (1,297) | (19.7%) |
| Contingency | - | 50,000 | - | 50,000 | - | 0.0% |
| | 716,625 | 1,900,135 | 651,566 | 2,427,930 | 527,795 | 27.8% |
| Stormwater Fund | | | | | | |
| General Administration | 23,285 | 84,847 | 84,847 | 71,614 | (13,233) | (15.6%) |
| Management Services | 119,602 | 146,630 | 146,630 | 110,656 | (35,974) | (24.5%) |
| Community Development | - | - | - | 73,907 | 73,907 | 100.0% |
| Public Works | 108 | 529 | 529 | 2,098 | 1,569 | 296.6% |
| Economic Vitality | 397 | 37 | 37 | - | (37) | (100.0%) |
| Water Services | 17,211,272 | 10,813,591 | 12,313,139 | 37,375,898 | 26,562,307 | 245.6% |
| Non-Departmental | 13,450 | 12,059 | 12,059 | 10,236 | (1,823) | (15.1%) |
| Contingency | - | 300,000 | - | 300,000 | - | 0.0% |
| | 17,368,114 | 11,357,693 | 12,557,241 | 37,944,409 | 26,586,716 | 234.1% |
| Solid Waste Fund | | | | | | |
| General Administration | 238,034 | 400,506 | 400,506 | 421,188 | 20,682 | 5.2% |
| Management Services | 583,165 | 449,680 | 449,680 | 477,379 | 27,699 | 6.2% |
| Public Works | 11,640,371 | 17,994,694 | 12,004,350 | 22,480,088 | 4,485,394 | 24.9% |

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2021-2022 and 2022-2023
(With Actual for Fiscal Year 2020-2021)

| Fund/Division | Actual Expenditures/ Expenses 2020-2021 | Adopted Budgeted Expenditures/ Expenses 2021-2022 | Estimated Expenditures/ Expenses 2021-2022 | Proposed Budgeted Expenditures/ Expenses 2022-2023 | Change (Budget-Budget) | % Change |
|---|---|---|---|---|---|---|
| Solid Waste Fund - Continued | | | | | | |
| Economic Vitality | $ 5,332 | 480 | 480 | - | (480) | (100.0%) |
| Non-Departmental | 177,790 | 187,937 | 187,937 | 258,843 | 70,906 | 37.7% |
| Contingency | - | 500,000 | - | 500,000 | - | 0.0% |
| | 12,644,692 | 19,533,297 | 13,042,953 | 24,137,498 | 4,604,201 | 23.6% |
| Sustainability and Environmental Management Fund | | | | | | |
| General Administration | 28,022 | 1,970,635 | 1,155,385 | 127,733 | (1,842,902) | (93.5%) |
| Management Services | 112,275 | 110,619 | 110,619 | 106,664 | (3,955) | (3.6%) |
| Public Works | 897,632 | 25,665 | 25,665 | 137,982 | 112,317 | 437.6% |
| Economic Vitality | 444 | 39 | 39 | - | (39) | (100.0%) |
| Non-Departmental | 15,465 | 11,138 | 11,138 | 14,861 | 3,723 | 33.4% |
| Sustainability | - | - | - | 6,175,947 | 6,175,947 | 100.0% |
| Contingency | - | 30,000 | - | 30,000 | - | 0.0% |
| | 1,053,838 | 2,148,096 | 1,302,846 | 6,593,187 | 4,445,091 | 206.9% |
| Airport Fund | | | | | | |
| General Administration | 57,956 | 122,351 | 122,351 | 128,782 | 6,431 | 5.3% |
| Management Services | 168,268 | 134,383 | 134,383 | 140,153 | 5,770 | 4.3% |
| Public Works | 76,177 | 109,899 | 109,899 | 108,393 | (1,506) | (1.4%) |
| Economic Vitality | 5,984,828 | 25,201,385 | 9,787,299 | 44,236,676 | 19,035,291 | 75.5% |
| Non-Departmental | 29,338 | 38,183 | 38,183 | 43,078 | 4,895 | 12.8% |
| Contingency | - | 100,000 | - | 100,000 | - | 0.0% |
| | 6,316,567 | 25,706,201 | 10,192,115 | 44,757,082 | 19,050,881 | 74.1% |
| Flagstaff Housing Authority Fund | | | | | | |
| Community Development | 8,354,956 | 8,791,305 | 8,791,305 | 10,686,430 | 1,895,125 | 21.6% |
| Contingency | - | 1,001,250 | - | 1,001,250 | - | 0.0% |
| | 8,354,956 | 9,792,555 | 8,791,305 | 11,687,680 | 1,895,125 | 19.4% |
| Total Enterprise Funds | 75,030,165 | 128,277,922 | 74,401,830 | 199,934,096 | 71,656,174 | 55.9% |
| Total All Funds | $ 310,466,863 | 388,818,634 | 209,285,147 | 540,887,795 | 152,069,161 | 39.1% |

City of Flagstaff
Budget Summary by Division of Expenditures
Comparison of Fiscal Year 2021-2022 and 2022-2023
(With Actual for Fiscal Year 2020-2021)

| Division/Fund | Actual Expenditures/ Expenses 2020-2021 | Adopted Budgeted Expenditures/ Expenses 2021-2022 | Estimated Expenditures/ Expenses * 2021-2022 | Proposed Budgeted Expenditures/ Expenses 2022-2023 | Change (Budget-Budget) | % Change |
|---|---|---|---|---|---|---|
| General Administration | | | | | | |
| General Fund | $ 11,378,043 | 16,816,843 | 13,171,816 | 32,676,034 | 15,859,191 | 94.3% |
| Library | 184,047 | 272,459 | 272,459 | 280,520 | 8,061 | 3.0% |
| HURF | 138,764 | 280,797 | 280,797 | 409,111 | 128,314 | 45.7% |
| Transportation | 72,462 | 68,686 | 68,686 | 51,325 | (17,361) | (25.3%) |
| Parking District | 23,519 | 40,596 | 40,596 | 39,437 | (1,159) | (2.9%) |
| Drinking Water | 253,035 | 395,960 | 395,960 | 408,622 | 12,662 | 3.2% |
| Wastewater | 241,162 | 232,368 | 232,368 | 230,375 | (1,993) | (0.9%) |
| Reclaimed Water | 28,900 | 21,139 | 21,139 | 31,345 | 10,206 | 48.3% |
| Stormwater | 23,285 | 84,847 | 84,847 | 71,614 | (13,233) | (15.6%) |
| Solid Waste | 238,034 | 400,506 | 400,506 | 421,188 | 20,682 | 5.2% |
| Sustainability and Environmental Mgmt | 28,022 | 1,970,635 | 1,155,385 | 127,733 | (1,842,902) | (93.5%) |
| Airport | 57,956 | 122,351 | 122,351 | 128,782 | 6,431 | 5.3% |
| | 12,667,229 | 20,707,187 | 16,246,910 | 34,934,354 | 14,227,167 | 68.7% |
| Community Development | | | | | | |
| General Fund | 5,197,943 | 4,581,233 | 4,279,058 | 5,019,306 | 438,073 | 9.6% |
| HURF | 1,468,024 | 9,439,638 | 1,745,825 | - | (9,439,638) | (100.0%) |
| Transportation | 9,042,855 | - | - | - | - | 0.0% |
| FUTS | 1,162,550 | - | - | - | - | 0.0% |
| Housing and Community Services | 1,865,395 | 4,971,337 | 2,122,864 | 5,913,035 | 941,698 | 18.9% |
| Drinking Water | - | 50,436 | 50,436 | 66,572 | 16,136 | 32.0% |
| Wastewater | - | 16,812 | 16,812 | - | (16,812) | (100.0%) |
| Stormwater | - | - | - | 73,907 | 73,907 | 100.0% |
| Flagstaff Housing Authority | 8,354,956 | 8,791,305 | 8,791,305 | 10,686,430 | 1,895,125 | 21.6% |
| | 27,091,723 | 27,850,761 | 17,006,300 | 21,759,250 | (6,091,511) | (21.9%) |
| Management Services | | | | | | |
| General Fund | 4,057,286 | 5,002,102 | 4,665,288 | 5,684,459 | 682,357 | 13.6% |
| Library | 209,713 | 187,931 | 187,931 | 151,324 | (36,607) | (19.5%) |
| HURF | 201,018 | 78,002 | 78,002 | 80,664 | 2,662 | 3.4% |
| Transportation | 188,863 | 132,446 | 132,446 | 98,601 | (33,845) | (25.6%) |
| Parking District | 27,366 | 11,338 | 11,338 | 13,601 | 2,263 | 20.0% |
| Drinking Water | 1,190,547 | 1,102,524 | 1,102,524 | 1,134,086 | 31,562 | 2.9% |
| Wastewater | 360,381 | 327,001 | 327,001 | 343,692 | 16,691 | 5.1% |
| Reclaimed Water | 32,038 | 42,806 | 42,806 | 40,969 | (1,837) | (4.3%) |
| Stormwater | 119,602 | 146,630 | 146,630 | 110,656 | (35,974) | (24.5%) |
| Solid Waste | 583,165 | 449,680 | 449,680 | 477,379 | 27,699 | 6.2% |
| Sustainability and Environmental Mgmt | 112,275 | 110,619 | 110,619 | 106,664 | (3,955) | (3.6%) |
| Airport | 168,268 | 134,383 | 134,383 | 140,153 | 5,770 | 4.3% |
| | 7,250,522 | 7,725,462 | 7,388,648 | 8,393,193 | 667,731 | 8.6% |
| Fire | | | | | | |
| General Fund | 11,215,001 | 17,488,590 | 16,813,243 | 21,912,503 | 4,423,913 | 25.3% |
| COVID Relief Fund | 889,748 | - | - | - | - | 0.0% |
| Water Resource & Infrastructure Fund | 363,568 | 945,479 | 945,479 | 2,174,900 | 1,229,421 | 130.0% |
| | 12,468,317 | 18,434,069 | 17,758,722 | 24,087,403 | 5,653,334 | 30.7% |
| Police | | | | | | |
| General Fund | 18,916,316 | 21,887,143 | 21,221,952 | 24,025,033 | 2,137,890 | 9.8% |
| COVID Relief Fund | 1,044,298 | - | - | - | - | 0.0% |
| | 19,960,614 | 21,887,143 | 21,221,952 | 24,025,033 | 2,137,890 | 9.8% |
| Public Works | | | | | | |
| General Fund | 7,456,505 | 14,978,665 | 10,874,279 | 5,157,021 | (9,821,644) | (65.6%) |
| Library | 43,397 | 40,058 | 40,058 | 28,892 | (11,166) | (27.9%) |
| HURF | 8,568,321 | 12,177,155 | 6,550,542 | 14,382,887 | 2,205,732 | 18.1% |
| Transportation | 2,061,427 | 1,293,477 | 1,166,115 | 5,100,717 | 3,807,240 | 294.3% |
| Recreation | 10,358 | 10,400 | 10,400 | - | (10,400) | (100.0%) |

City of Flagstaff
Budget Summary by Division of Expenditures
Comparison of Fiscal Year 2021-2022 and 2022-2023
(With Actual for Fiscal Year 2020-2021)

| Division/Fund | Actual Expenditures/ Expenses 2020-2021 | Adopted Budgeted Expenditures/ Expenses 2021-2022 | Estimated Expenditures/ Expenses * 2021-2022 | Proposed Budgeted Expenditures/ Expenses 2022-2023 | Change (Budget-Budget) | % Change |
|---|---|---|---|---|---|---|
| Public Works - Continued | | | | | | |
| Parking District | $ 567 | 4,063 | 4,063 | 420 | (3,643) | (89.7%) |
| Drinking Water | 105,173 | 149,725 | 149,725 | 122,584 | (27,141) | (18.1%) |
| Wastewater | 19,939 | 23,859 | 23,859 | 31,232 | 7,373 | 30.9% |
| Stormwater | 108 | 529 | 529 | 2,098 | 1,569 | 296.6% |
| Solid Waste | 11,640,371 | 17,994,694 | 12,004,350 | 22,480,088 | 4,485,394 | 24.9% |
| Sustainability and Environmental Mgmt | 897,632 | 25,665 | 25,665 | 137,982 | 112,317 | 437.6% |
| Airport | 76,177 | 109,899 | 109,899 | 108,393 | (1,506) | (1.4%) |
| | 30,879,975 | 46,808,189 | 30,959,484 | 47,555,522 | 747,333 | 1.6% |
| Economic Vitality | | | | | | |
| General Fund | 119,599 | 202,834 | 127,834 | 258,918 | 56,084 | 27.7% |
| Library | 4,394,792 | 7,495,180 | 5,916,569 | 7,174,059 | (321,121) | (4.3%) |
| HURF | 2,706 | 220 | 220 | - | (220) | (100.0%) |
| Transportation | 748 | 86 | 86 | - | (86) | (100.0%) |
| Beautification | 525,508 | 6,127,867 | 755,876 | 6,054,099 | (73,768) | (1.2%) |
| Economic Development | 1,162,765 | 1,742,551 | 1,349,928 | 1,745,230 | 2,679 | 0.2% |
| Tourism | 2,314,873 | 3,156,284 | 3,076,284 | 3,271,449 | 115,165 | 3.6% |
| Arts and Science | 623,631 | 1,340,007 | 619,507 | 1,258,679 | (81,328) | (6.1%) |
| Parking District | 572,447 | 2,014,028 | 846,192 | 2,354,524 | 340,496 | 16.9% |
| Drinking Water | 5,640 | 543 | 543 | - | (543) | (100.0%) |
| Wastewater | 2,383 | 209 | 209 | - | (209) | (100.0%) |
| Reclaimed Water | 240 | 20 | 20 | - | (20) | (100.0%) |
| Stormwater | 397 | 37 | 37 | - | (37) | (100.0%) |
| Solid Waste | 5,332 | 480 | 480 | - | (480) | (100.0%) |
| Sustainability and Environmental Mgmt | 444 | 39 | 39 | - | (39) | (100.0%) |
| Airport | 5,984,828 | 25,201,385 | 9,787,299 | 44,236,676 | 19,035,291 | 75.5% |
| | 15,716,333 | 47,281,770 | 22,481,123 | 66,353,634 | 19,071,864 | 40.3% |
| Water Services | | | | | | |
| Drinking Water | 20,465,940 | 36,955,509 | 16,898,049 | 35,705,179 | (1,250,330) | (3.4%) |
| Wastewater | 5,707,606 | 16,580,973 | 8,462,292 | 32,290,176 | 15,709,203 | 94.7% |
| Reclaimed Water | 647,286 | 1,779,601 | 581,032 | 2,300,344 | 520,743 | 29.3% |
| Stormwater | 17,211,272 | 10,813,591 | 12,313,139 | 37,375,898 | 26,562,307 | 245.6% |
| | 44,032,104 | 66,129,674 | 38,254,512 | 107,671,597 | 41,541,923 | 62.8% |
| Non-Departmental | | | | | | |
| General Fund | (2,519,050) | (1,346,977) | (3,646,954) | 8,362,818 | 9,709,795 | (720.9%) |
| COVID Relief Fund | - | 6,171,965 | 2,119,741 | 3,118,516 | (3,053,449) | (49.5%) |
| Library | 71,752 | 61,878 | 61,878 | 74,008 | 12,130 | 19.6% |
| HURF | 126,879 | 190,920 | 190,920 | 202,761 | 11,841 | 6.2% |
| Transportation | 7,498,961 | 9,579,751 | 6,278,437 | 14,347,388 | 4,767,637 | 49.8% |
| Housing and Community Services | 68,877 | 48,668 | 48,668 | 46,235 | (2,433) | (5.0%) |
| Parking District | 10,367 | 8,325 | 8,325 | 8,419 | 94 | 1.1% |
| General Obligation Bonds | 7,303,370 | 7,388,402 | 7,388,402 | 8,302,508 | 914,106 | 12.4% |
| Pension Debt Service Fund | 120,578,514 | 9,197,890 | 9,197,890 | 9,197,868 | (22) | (0.0%) |
| GO Bond Funded Projects | 1,143,971 | 5,688,639 | 1,060,968 | 44,650,010 | 38,961,371 | 684.9% |
| Non GO Bond Funded Projects | 5,624,628 | 34,303,906 | 10,914 | 4,458,057 | (29,845,849) | (87.0%) |
| Drinking Water | 157,666 | 148,373 | 148,373 | 189,267 | 40,894 | 27.6% |
| Wastewater | 65,901 | 55,653 | 55,653 | 64,525 | 8,872 | 15.9% |
| Reclaimed Water | 8,161 | 6,569 | 6,569 | 5,272 | (1,297) | (19.7%) |
| Stormwater | 13,450 | 12,059 | 12,059 | 10,236 | (1,823) | (15.1%) |
| Solid Waste | 177,790 | 187,937 | 187,937 | 258,843 | 70,906 | 37.7% |
| Sustainability and Environmental Mgmt | 15,465 | 11,138 | 11,138 | 14,861 | 3,723 | 33.4% |
| Airport | 29,338 | 38,183 | 38,183 | 43,078 | 4,895 | 12.8% |
| | 140,376,040 | 71,753,279 | 23,179,101 | 93,361,217 | 21,607,938 | 30.1% |

City of Flagstaff
Budget Summary by Division of Expenditures
Comparison of Fiscal Year 2021-2022 and 2022-2023
(With Actual for Fiscal Year 2020-2021)

| Division/Fund | Actual Expenditures/ Expenses 2020-2021 | Adopted Budgeted Expenditures/ Expenses 2021-2022 | Estimated Expenditures/ Expenses * 2021-2022 | Proposed Budgeted Expenditures/ Expenses 2022-2023 | Change (Budget-Budget) | % Change |
|---|---|---|---|---|---|---|
| City Engineering | | | | | | |
| General Fund | $ - | 1,999,513 | 1,944,513 | 2,124,281 | 124,768 | 6.2% |
| HURF | - | 9,439,638 | 1,745,825 | 23,712,129 | 14,272,491 | 151.2% |
| Transportation | - | 41,478,889 | 10,729,307 | 58,363,165 | 16,884,276 | 40.7% |
| | - | 52,918,040 | 14,419,645 | 84,199,575 | 31,281,535 | 59.1% |
| Parks, Recreation, Open Space & Events | | | | | | |
| General Fund | - | - | - | 13,381,360 | 13,381,360 | 100.0% |
| BBB-Recreation | - | - | - | 1,810,400 | 1,810,400 | 100.0% |
| | - | - | - | 15,191,760 | 15,191,760 | 100.0% |
| Sustainability | | | | | | |
| Sustainability and Environmental Mgmt | - | - | - | 6,175,947 | 6,175,947 | 100.0% |
| | - | - | - | 6,175,947 | 6,175,947 | 100.0% |
| Reserves/Contingencies | | | | | | |
| General Fund | 24,006 | 3,196,810 | 368,750 | 2,928,060 | (268,750) | (8.4%) |
| Library | - | 100,000 | - | 100,000 | - | 0.0% |
| HURF | - | 100,000 | - | 100,000 | - | 0.0% |
| Beautification | - | 10,000 | - | 10,000 | - | 0.0% |
| Economic Development | - | 45,000 | - | 45,000 | - | 0.0% |
| Tourism | - | 50,000 | - | 175,000 | 125,000 | 250.0% |
| Arts and Science | - | 10,000 | - | 10,000 | - | 0.0% |
| Parking District | - | 30,000 | - | 30,000 | - | 0.0% |
| Drinking Water | - | 1,000,000 | - | 1,000,000 | - | 0.0% |
| Wastewater | - | 800,000 | - | 800,000 | - | 0.0% |
| Reclaimed Water | - | 50,000 | - | 50,000 | - | 0.0% |
| Stormwater | - | 300,000 | - | 300,000 | - | 0.0% |
| Solid Waste | - | 500,000 | - | 500,000 | - | 0.0% |
| Sustainability and Environmental Mgmt | - | 30,000 | - | 30,000 | - | 0.0% |
| Airport | - | 100,000 | - | 100,000 | - | 0.0% |
| Flagstaff Housing Authority | - | 1,001,250 | - | 1,001,250 | - | 0.0% |
| | 24,006 | 7,323,060 | 368,750 | 7,179,310 | (143,750) | (2.0%) |
| All Funds Total | $ 310,466,863 | 388,818,634 | 209,285,147 | 540,887,795 | 152,069,161 | 39.1% |

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Flagstaff
Full-Time Employee and Personnel Compensation
Fiscal Year 2022-2023

| Fund | Full-Time Equivalent (FTE) 2022-2023 | Employee Salaries and Hourly Costs 2022-2023 | Retirement Costs 2022-2023 | Healthcare Costs 2022-2023 | Other Benefit Costs 2022-2023 | Total Estimated Personnel Compensation 2022-2023 |
|---|---|---|---|---|---|---|
| General Fund | 619.42 | $ 43,462,754 | $ 4,509,306 | $ 6,721,069 | $ 4,217,842 | $ 58,910,971 |
| Special Revenue Funds | | | | | | |
| Housing and Community Services | 1.00 | 78,771 | 9,586 | 11,254 | 6,551 | 106,162 |
| Library | 55.76 | 2,812,015 | 304,929 | 599,634 | 255,567 | 3,972,145 |
| HURF | 35.27 | 2,597,114 | 228,812 | 407,775 | 422,620 | 3,656,321 |
| Beautification | 2.50 | 212,473 | 25,902 | 25,788 | 16,752 | 280,915 |
| Economic Development | 2.95 | 212,262 | 25,898 | 25,220 | 16,545 | 279,925 |
| Tourism | 17.50 | 1,079,427 | 122,811 | 189,062 | 92,405 | 1,483,705 |
| Arts and Science | 0.40 | 65,865 | 8,037 | 7,998 | 5,185 | 87,085 |
| Parking District | 7.00 | 340,658 | 41,094 | 98,663 | 34,866 | 515,281 |
| Water Resource & Infrastructure Protection | 9.00 | 448,541 | 48,897 | 207,969 | 37,843 | 743,250 |
| Total Special Revenue Funds | 131.38 | 7,847,126 | 815,966 | 1,573,363 | 888,334 | 11,124,789 |
| Enterprise Funds | | | | | | |
| Drinking Water | 55.20 | 3,875,170 | 458,933 | 595,471 | 428,205 | 5,357,779 |
| Wastewater | 19.00 | 1,426,817 | 171,063 | 266,863 | 152,333 | 2,017,076 |
| Reclaimed Water | 6.00 | 134,190 | 16,332 | 21,867 | 11,873 | 184,262 |
| Stormwater | 5.00 | 578,678 | 69,566 | 83,741 | 49,494 | 781,479 |
| Solid Waste | 47.00 | 2,767,158 | 331,447 | 523,466 | 706,978 | 4,329,049 |
| Sustainability and Environmental Mgmt | 9.00 | 567,550 | 69,071 | 118,301 | 45,619 | 800,541 |
| Airport | 14.75 | 1,115,218 | 116,659 | 165,429 | 59,810 | 1,457,116 |
| Flagstaff Housing Authority | 24.00 | 1,422,811 | 173,156 | 287,036 | 212,612 | 2,095,615 |
| Total Enterprise Funds | 179.95 | 11,887,592 | 1,406,227 | 2,062,174 | 1,666,924 | 17,022,917 |
| Total All Funds | 930.75 | $ 63,197,472 | $ 6,731,499 | $ 10,356,606 | $ 6,773,100 | $ 87,058,677 |

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Brandi Suda, Finance Director |
| **Co-Submitter:** | Heidi Derryberry |
| **Date:** | 06/14/2022 |
| **Meeting Date:** | 06/21/2022 |

**TITLE:**

**Consideration and Adoption of Ordinance No. 2022-16:** An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars ($100.00) of valuation sufficient to raise the amount estimated to be required in the Annual Budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June 2023. **(Primary and secondary property tax levies for FY 2022-2023)**

**STAFF RECOMMENDED ACTION:**

At the June 21, 2022 Council Meeting:
1) Read Ordinance No. 2022-16 by title only for the first time
2) City Clerk reads Ordinance No. 2022-16 by title only (if approved above)
At the July 5, 2022 Council Meeting:
3) Read Ordinance No. 2022-16 by title only for the final time
4) City Clerk reads Ordinance No. 2022-16 by title only (if approved above)
5) Adopt Ordinance No. 2022-16

**Executive Summary:**

The City Council is required to fix and levy the amount to be raised from property taxation after the adoption of the final budget, per A.R.S. Section 42-17151. The final budget is anticipated to be adopted on June 21, 2022.

**Financial Impact:**

The City is proposing a flat primary property tax levy of $7,043,086 on existing properties, plus a levy of $90,600 on new construction, for a total primary property tax levy in Fiscal Year (FY) 2022-2023 of $7,133,686. The primary property tax rate to support this levy is $0.6954 per $100 of assessed valuation (lower than the prior fiscal year). The proposed levy is less than the maximum allowable primary property tax levy allowed for FY 2022-2023, which is $7,569,668.

The City is proposing a secondary property tax levy of $8,102,485 on existing properties, plus a levy of $104,229 on new construction, for a total secondary property tax levy in FY 2021-2022 of $8,206,714. The proposed secondary property tax rate is $0.8000 per $100 of assessed valuation (same as the prior fiscal year).

**Policy Impact:**

Adoption of the proposed property tax levies will generate revenues to help fund the community needs as identified in the FY 2022-2023 Final Budget and policies reflected therein.

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

The adoption of the Annual Budget and Financial Plan provides direction and financial resources to support the Key Community Priorities and Objectives, Regional Plan and Carbon Neutrality Plan .The property tax adoption is part of the overall City budget adoption.

**Has There Been Previous Council Decision on This:**

Property tax information has been discussed or presented at the following public meetings:

- December Budget Retreat on December 9, 2021
- February Budget Retreat on February 3, 2022 and February 4, 2022
- March Capital Improvement Program Budget Retreat on March 31, 2022
- Council Budget Work Session on April 21, 2022 and April 22, 2022
- Tentative Budget Adoption on June 7, 2022

**Options and Alternatives:**

1) Adopt the primary and secondary property tax rates as proposed.
2) Adopt lower primary and secondary property tax rates than proposed.
3) Adopt higher tax rates than proposed, however, this action may be barred by Truth in Taxation Notice publication deadlines or other legal considerations.

**Background/History:**

Primary property tax revenues may be used for all purposes. Primary property tax levies are limited, per A.R.S. Section 42-17051. The City has the ability to increase the amount received from the primary property tax levy by a maximum of 2% each year excluding new construction. The maximum allowable increase for FY 2022-2023 is 6.0%. FY 2022-2023 proposed primary property tax levy is set at $7,133,686, which is less than the maximum allowable levy of $7,569,668.

Primary property tax levies are also subject to "Truth in Taxation" notice and hearing requirements, per A.R.S. Section 42-17107. On or before February 10 of each year, the county assessor must transmit to each city and town an estimate of the total net assessed valuation of the city, including new property added to the tax roll. If the proposed primary tax levy amount, excluding amounts attributable to new construction, is greater than the levy amount in the previous year, the city must follow the "Truth in Taxation" procedures. It is important to note that it is the levy amount and not the rate which triggers the "Truth in Taxation" procedures. The proposed FY2022-2023 primary tax levy amount did not trigger the "Truth in Taxation" procedures.

Secondary property tax revenues may only be used by cities and towns to retire the principal and interest or redemption charges on general obligation bonds issued to pay for capital projects. Secondary property tax levies are not limited.

The adoption of the property tax levy is the final step in the entire budget approval process.

**Key Considerations:**

The key dates for budget and property tax levy adoption have been determined and have been followed throughout this process. The County will adopt the property tax levy as approved by the City in August 2022.

**Expanded Financial Considerations:**

The City is budgeting primary property tax revenues of $7,046,000 in its FY 2022-2023 Budget. This budgeted amount is less than the levy amount because the City is allowing for approximately 1.2% in bad debt (taxes not able to be collected). The City anticipates an overall 1.0**%** increase in primary property tax revenues in FY 2022-2023, due to the increase from new construction (properties added to tax roll). Primary property tax revenues may be used for any general purpose use of the City government. Statutorily, the maximum allowable primary property levy for FY 2022-2023 is $7,569,668

The City has budgeted a total of $8,206,714 in FY 2022-2023 secondary property tax, an approximate 5% increase over the FY 2021-2022 budget ($7,835,974). The increase is directly related to the increased assessed valuation (increase in property values) and new construction. Secondary property tax revenues are used to pay general obligation debt issued for City capital projects.

Five years of historical data is shown below:

| Property Tax Rates | FY 2018-2019 | FY 2019-2020 | FY 2020-2021 | FY 2021-2022 | FY 2022-2023 Proposed |
|---|---|---|---|---|---|
| Primary | 0.8334 | 0.7933 | 0.7510 | 0.7186 | 0.6954 |
| Secondary | 0.8366 | 0.8366 | 0.8000 | 0.8000 | 0.8000 |
| Total | 1.6700 | 1.6299 | 1.5510 | 1.5186 | 1.4954 |

Primary property taxes account for 7% of the General Fund revenues budgeted for FY 2022-2023.

**Community Benefits and Considerations:**

Primary property taxes help support a number of City services including public safety, parks and recreation, other public works services, and general administrative and management functions within the City.

Secondary property taxes support the debt service payment on numerous city capital projects including Aquaplex, Fire Stations, Open Space, numerous street/utility projects, Forest Restoration, Core Services Facility, and the Courthouse.

**Community Involvement:**

Inform & Involve: Budget legal schedules were published in the June 9, 2022, and June 16, 2022, Arizona Daily Sun to allow for additional community review. In addition, the legal and other budget schedules were made available at City Hall, and on the official city website or by request. At a public hearing on June 21, 2022, the final budget adoption and the property tax levy is open for public comment and allows citizens to provide input. The final opportunity for public input on the tax levy will be at the July 5, 2022, Council Meeting.

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**Attachments:** Ord. 2022-16

**ORDINANCE NO. 2022-16**

**AN ORDINANCE LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF FLAGSTAFF, ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2023**

**RECITALS:**

WHEREAS, by the provisions of State law, the ordinance levying taxes for fiscal year 2022-2023 is required to be finally adopted not later than the third Monday in August; and

WHEREAS, the County of Coconino is the assessing and collecting authority for the City of Flagstaff.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. There is hereby levied on each one hundred dollars ($100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Flagstaff, except such property as may be by law exempt from taxation, a primary property tax rate of 0.6954 for the fiscal year ending on the 30th day of June 2023. If this tax rate exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Coconino is hereby authorized to reduce the levy to the maximum allowable by law after providing notice to the City.

SECTION 2. In addition to the rate set in Section 1 hereof, there is hereby levied on each one hundred dollars ($100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Flagstaff, except such property as may be by law exempt from taxation, a secondary property tax rate of 0.8000 for the fiscal year ending June 30, 2023.

SECTION 3. Failure by the county officials of Coconino County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Flagstaff upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien thereon or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. That the Clerk is hereby directed to transmit a certified copy of this ordinance to the County Assessor and the Board of Supervisors of the County of Coconino, Arizona.

SECTION 6. Effective Date. The tax levies imposed by this Ordinance shall take effect August 4, 2022.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of July, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

**12. B.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Christina Rubalcava, Senior Assistant City Attorney CR |
| **Date:** | 06/14/2022 |
| **Meeting Date:** | 06/21/2022 |

**TITLE:**

**Consideration and Adoption of Resolution No. 2022-33:** A resolution approving Binding Waivers of Enforcement for four parcels of land located in the City of Flagstaff.

**STAFF RECOMMENDED ACTION:**

1) Read Resolution No. 2022-33 by title only
2) City Clerk reads Resolution No. 2022-33 by title only (if approved above)
3) Adopt Resolution No. 2022-33

**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.

On March 1, 2022, the Flagstaff City Council adopted Ordinance 2022-04, which made various amendments to the Residential Sustainable Building Incentive in 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 and Ordinance 2022-04, respectively, reduced their rights to use their respective properties and thereby collectively reduced the fair market value of the four properties by approximately $9.8 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 four properties identified therein, two of these properties will not be subject to the High Occupancy Housing amendments adopted by Ordinance 2020-28, and the remainder will be subject to a modified form of the Residential Sustainable Building Incentive, as set forth in the attached

Binding Waiver of Enforcement.

**Financial Impact:**

Adoption of the resolution and approval of the Binding Waivers of Enforcement will moot the pending claims for just compensation.

**Policy Impact:**

None.

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

None.

**Has There Been Previous Council Decision on This:**

No.

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**Attachments:**

Res. 2022-33
Ex. A Binding Waiver of Enforcement
Ord. 2020-28 (HOH)
Res. 2020-59 (HOH)
Ord. 2022-04 (Residential Sustainable Building Incentive)
Res. 2022-05 (Residential Sustainable Building Incentive)
Presentation

**RESOLUTION NO. 2022-33**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING BINDING WAIVERS OF ENFORCEMENT FOR FOUR 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 on March 1, 2022, the Flagstaff City Council adopted Ordinance 2022-04, 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 reduced their rights to use the four 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 and Ordinance 2022-04 as set forth therein.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of June, 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 HOH Properties") owned the Properties on the date of enactment listed above:

| | APN | Property Owner | Address |
|---|---|---|---|
| 1. | 104-04-012C | R66R Commercial Properties, LLC | 524 East Brannen Avenue |
| 2. | 100-19-018 | Able Building, LLC | 117 North Beaver Street |

C. On March 1, 2022, the Flagstaff City Council adopted Ordinance 2022-04, which made various amendments to the Flagstaff Zoning Code.

D. The respective owners of the following parcels in Flagstaff, (collectively "the Residential Sustainable Building Incentive Properties") owned the Properties on the date of enactment listed above:

| | APN | Property Owner | Address |
|---|---|---|---|
| 1. | 104-14-003C | JP325, LLC | 2000 East John Wesley Powell Blvd |
| 2. | 104-14-001B | JP325, LLC | 2000 East John Wesley Powell Blvd |

E. 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.

F. In May 2022, the owners of the HOH and Residential Sustainable Building Incentive Properties filed with the City a request for just compensation pursuant to Prop 207.

G. 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) HOH Properties 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 HOH Properties.

3) Residential Sustainable Building Incentive Properties Binding Waiver of Enforcement. That the amendments to the Flagstaff Zoning Code adopted by Ordinance 2022-04 shall be modified for the Residential Sustainable Building Incentive Properties as follows:

   a. Section 10-30.70.040(C) shall be satisfied by the submission of a Waste Reduction and Management plan that includes at least two of the following:

      i. A plan for the recycling or reuse of all paper, cardboard, plastic and metals,
      ii. A plan for the recycling or reuse of all lumber scraps so that they are diverted from the landfill, or
      iii. A plan for the diversion of all masonry, gypsum and cementitious materials so that they are diverted from the landfill.

   b. Section 10-30.70.040(D) shall be satisfied by the installation of electrical runs, including electrical outlets and a minimum 200 amp electrical box, in each home on the property to enable buyers to elect an all-electric home at the time or purchase or convert the home to all electric in the future, and the property owner will also distribute to prospective buyers prior to the election of electric or natural gas appliances for the home written material provided by the City of Flagstaff regarding the benefits of all-electric homes. The requirement to distribute written materials only applies to the first purchaser of each home in the development and not subsequent purchasers.

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: _____

In full satisfaction of the claim for just compensation filed pursuant to Arizona Revised Statutes §12-1134 on May 4, 2022:

_____

JP325, LLC by its

_____

Date

**ORDINANCE NO. 2020-28**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED *"CASE NO. PZ-19-00125 UPDATES TO ZONING CODE 2020 – HIGH OCCUPANCY HOUSING LAND USE"*; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, the City of Flagstaff wishes to amend Title 10 Flagstaff Zoning Code of the Flagstaff City Code, to implement the High Occupancy Housing Plan by adopting modifications to the land use and property development tables, specific to use standards, parking standards, definitions, and the appendixes; and

WHEREAS, a citizen review session was held at the Planning Commission work session on September 23, 2020, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held public hearing on October 28, 2020, and provided a recommendation to City Council on proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services section of the Community Development division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings of Section 10- 20.50.040 of the Flagstaff Zoning Code have been met; and

WHEREAS, that certain document known as "*Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use*", one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2020-59.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. That certain document known as "*Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use*", one(1) paper copy and (1) electronic copy are on file in the office of the City Clerk of the City of Flagstaff, Arizona, which document is declared a public record by Resolution No. 2020-59 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

SECTION 3. The Zoning Code text amendment is consistent with and conforms to the goals of the Regional Plan.

SECTION 4. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 8. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 9. Effective Date

This resolution shall be effective on March 1, 2021.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of November, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**RESOLUTION NO. 2020-59**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "*CASE NO. PZ-19-00125 UPDATES TO ZONING CODE 2020 – HIGH OCCUPANCY HOUSING LAND USE*"**

**RECITALS:**

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2020-59, by first declaring said amendments to be a public record.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. In General.

That certain document known as *"Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041, and said copies shall remain on file with the City Clerk.

SECTION 2. Effective Date.

This resolution shall be effective on March 1, 2021.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of November, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
A. Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use

**Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use**

Amendment for Adoption in Flagstaff Zoning Code

**HOW TO READ THIS DOCUMENT**

Unless otherwise stated, existing provisions that are being deleted are shown in bold red strikethrough text, like this: ~~**Provisions that are being deleted are shown with a bold red strikethrough text.**~~

Provisions that are being added are shown in bold blue text, like this: **Provisions that are being added are shown in bold blue text.**

**Graphics/Figures that are being deleted are indicated with an "X" over the graphic/figure.**

Graphics/Figures that are being added are indicated with a border  around the graphic/figure.

**Tables that are being deleted are indicated with an "X" over the Tables.**

Tables that are being added are indicated with a thick border  around the Tables.

Bold blue capitalized text, **BOLD BLUE CAPITALIZED TEXT LIKE THIS**, are additions that the City Council made at the November 17, 2020 City Council Meeting

Section 1. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.030 Residential Zones, Subsection B. Residential Zones – Allowed Uses, as follows:

**Section 10-40.30.030 Residential Zones**

B. Residential Zones – Allowed Uses. The allowed land uses of each of the Residential Zones are shown in Table 10-40.30.030.B.

**Table 10-40.30.030.B.**
**Residential Zones – Allowed Uses.**

| Primary Land Use[1] | Specific Use Regulations | Residential Zones | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | RR | ER | R1 | R1N | MR | HR | MH |
| **Ranching, Forestry and Animal Keeping** | | | | | | | | |
| Animal Keeping | 10-40.60.070 | P[6] | P[6] | -- | -- | -- | -- | -- |
| **Recreation, Education and Assembly** | | | | | | | | |
| Commercial Campgrounds | 10-40.60.130 | UP | -- | -- | -- | -- | -- | -- |
| Equestrian Recreational Facilities | | UP | UP | UP | -- | -- | -- | -- |
| Golf Courses and Facilities | | UP | UP | UP | -- | -- | -- | -- |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Libraries, Museums | | UP | UP | UP | UP | UP | UP | UP |
| Meeting Facilities, Public and Private | 10-40.60.230 | | | | | | | |
| Regional | | -- | -- | -- | -- | -- | -- | -- |
| Neighborhood | | P/UP[2] | P/UP[2] | P/UP[2] | P/UP[2] | P/UP[2] | P/UP[2] | P/UP[2] |
| Outdoor Public Uses, General | | P | P | P | -- | P | P | P |
| Places of Worship | | P/UP[5] | P/UP[5] | P/UP[5] | P/UP[5] | P/UP[5] | P/UP[5] | P/UP[5] |
| Schools – Private | | P | P | P | P | P | P | P |
| Schools – Public and Charter | | P[3] | P[3] | P[3] | P[3] | P | P | P[3] |
| Trade Schools | | -- | -- | -- | -- | -- | -- | -- |
| **Residential** | | | | | | | | |
| Co-housing | 10-40.60.120 | P | P | PRD | -- | P | P | -- |
| Congregate Care Facilities | | UP | UP | UP | UP | P | P | UP |
| Day Care, Centers | 10-40.60.150.B | UP | UP | UP | UP | UP | UP | UP |
| Day Care, Home | 10-40.60.150.A | P | P | P | P | P | P | P |
| Development, Duplex | | PRD | PRD | PRD | P | P | P | -- |
| Development - Cluster, Single-Family | 10-40.60.170 | P | P | — PRD | -- | -- | -- | -- |
| Development, Multiple-Family | | PRD | PRD | PRD | -- | P | P | -- |
| Development, Single-Family | | P | P | P | P | PRD[4] | PRD[4] | P |
| Dormitories | | -- | -- | -- | -- | UP | UP | -- |
| Group Home | | P | P | P | P | P | P | P |
| **High Occupancy Housing Development, Single-Family** | **10-40.60.175** | **UP** | **UP** | **UP** | **UP** | **UP/PRD** | **UP/PRD** | **UP** |
| **High Occupancy Housing Development, Two-units** | **10-40.60.175** | **UP/PRD** | **UP/PRD** | **UP/PRD** | **UP** | **UP** | **UP** | **--** |
| **High Occupancy Housing Development, Three-units** | **10-40.60.175** | **UP/PRD** | **UP/PRD** | **UP/PRD** | **--** | **UP** | **UP** | **--** |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **High Occupancy Housing Development, Four-units and Greater** | **10-40.60.175** | **UP/PRD** | **UP/PRD** | **UP/PRD** | **--** | **UP** | **UP** | **--** |
| Home Occupation | 10-40.60.180 | P | P | P | P | P | P | P |
| Institutional Residential | | | | | | | | |
| Custodial Care Facilities | | UP | UP | UP | UP | UP | UP | UP |
| Homeless Shelters | 10-40.60.190 | | | | | | | |
| Emergency Shelters | | UP | UP | UP | UP | UP | UP | UP |
| Short Term Housing | | UP | UP | UP | UP | UP | UP | UP |
| Transitional Housing | | UP | UP | UP | UP | UP | UP | UP |
| Sheltered Care Homes | | UP | UP | UP | UP | UP | UP | UP |
| Nursing Homes | | -- | UP | UP | UP | UP | UP | UP |
| Live/Work | 10-40.60.200 | -- | -- | -- | -- | UP/PRD | UP/PRD | -- |
| Manufactured Home | 10-40.60.210 | -- | -- | -- | -- | -- | -- | P |
| Manufactured Home Park | 10-40.60.210.D | -- | -- | -- | -- | -- | -- | P |
| Manufactured Home Subdivision | 10-40.60.210.C | -- | -- | -- | -- | -- | -- | P |
| Mobile Home | | -- | -- | -- | -- | -- | -- | P |
| Planned Residential Development | 10-40.60.280 | P | P | P | P | P | P | -- |
| ~~**Rooming and Boarding Facilities**~~ | | ~~--~~ | ~~**UP**~~ | ~~--~~ | ~~--~~ | ~~**UP**~~ | ~~**UP**~~ | ~~**UP**~~ |
| Single Room Occupancy, Fraternities and Sororities | | -- | -- | -- | -- | UP | UP | -- |
| **Retail Trade** | | | | | | | | |
| Neighborhood Market | | | | | | | | |
| ≤ 1,500 sf | | -- | -- | UP | -- | -- | -- | UP |
| ≤ 2,500 sf | | -- | -- | -- | -- | UP | -- | -- |
| ≤ 5,000 sf | | -- | -- | -- | -- | -- | UP | -- |
| Offices | | -- | -- | -- | -- | -- | UP | -- |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Services** | | | | | | | | |
| Bed and Breakfast Establishments | 10-40.60.110 | P | P | P | P | P | P | P |
| Cemeteries | | UP | UP | UP | -- | UP | UP | UP |
| Hospitals | | UP | UP | UP | UP | UP | UP | UP |
| **Public Services** | | | | | | | | |
| Emergency Services | | UP | UP | UP | UP | UP | UP | UP |
| Public Services Minor | | P | P | P | P | P | P | P |
| Public Services Major | | -- | -- | -- | -- | -- | -- | -- |
| Telecommunications Facilities | | | | | | | | |
| AM Broadcasting Facilities | 10-40.60.310 | UP | UP | UP | UP | UP | UP | UP |
| Antenna-supporting Structure | 10-40.60.310 | UP | UP | UP | UP | UP | UP | UP |
| Attached Telecommunication Facilities | 10-40.60.310 | P | P | P | P | P | P | P |
| Colocation Facility | 10-40.60.310 | P | P | P | UP | P | P | P |
| FM/DTV/Low Wattage AM Broadcasting Facilities | 10-40.60.310 | UP | UP | UP | UP | UP | UP | UP |
| Stealth Telecommunication Facilities | 10-40.60.310 | P | P | P | P | P | P | P |
| **Transportation and Infrastructure** | | | | | | | | |
| Accessory Wind Energy Systems | 10-40.60.040 | P | P | P | -- | P | P | P |
| **Urban Agriculture** | | | | | | | | |
| Community Garden | 10-40.60.140 | P | P | P | P | P | P | P |
| Nurseries | | UP | -- | -- | -- | -- | -- | -- |

| **End Notes** |
|---|
| 1. A definition of each listed use type is in Chapter 10-80, Definitions. |
| 2. A conditional use permit is required if liquor is sold or if facilities exceed 250 seats. |
| 3. Charter schools proposed in existing single-family residences shall be located on residential lots one acre or greater. Charter schools shall be subject to the review processes established in A.R.S. §15-189.01., as amended. |

| | |
|---|---|
| 4. | Existing single-family uses and lots recorded in MR and HR, prior to the effective date of this Zoning Code, are considered legal, conforming uses. |
| 5. | A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use. |
| 6. | Use is allowed only on a lot or parcel with a net lot area of five acres, or greater. |

| **Key** | |
|---|---|
| P | = Permitted Use |
| UP | = Conditional Use – Requires the Approval of a Conditional Use Permit |
| PRD | = Allowed Use only when part of a Planned Residential Development (see Section 10-40.60.280) |
| UP/PRD | = Conditional Use – Requires the Approval of a Conditional Use Permit, and the use shall be part of a Planned Residential Development (see Section 10-40.60.280) |
| - - | = Use Not Allowed |

Section 2. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.030 Residential Zones, Subsection C. Residential Zones – Building Form Standards and Property Development Standards, as follows:

**10-40.30.030 Residential Zones**

C. Residential Zones – Building Form Standards and Property Development Standards. The building form and property development standards shown in Table 10-40.30.030.C. shall apply to all property within the corresponding residential zone.

**Table 10-40.30.030.C.**
**Residential Zones – Building Form and Property Development Standards.**

| | **Residential Zones** | | | | | | |
|---|---|---|---|---|---|---|---|
| | **RR** | **ER** | **R1** | **R1N** | **MR** | **HR** | **MH** |
| **Residential development subdivided by a plat that was recorded before December 5, 2011** | | | | | | | |
| Lot sizes | (1) Lot sizes and setbacks shall be provided in accordance with the requirements delineated on the final plat approved by the City Council and recorded. When a recorded plat does not have setbacks delineated, the Building Placement Requirements of this table shall govern. (2) Any lot(s) created or reconfigured in accordance with the subdivision code shall conform with the current requirements of | | | | | | |
| Setbacks | | | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | the property's zone, unless alternate lot sizes and setbacks are approved by the City Council on a final plat that is recorded. | | | | | | |
| **Building Placement Requirements** | | | | | | | |
| Setbacks | | | | | | | |
| Front (min.) | | | | | | | |
| 2nd Floor and Below | 75' | 50' | 15' | 15' | 10' | 10' | 15' |
| Above 2nd Floor | 75' | 50' | 15' | 15' | 15' | 15' | 15' |
| For Parking | -- | -- | 25'[1] | -- | -- | -- | -- |
| Side (min.) | | | | | | | |
| Side Yard | 10' | 20'min./ 45'total | 8' | 6' | 5' | 5' | 8' |
| Street Side Yard | 25' | 20' | 15' | 6' | 5' | 5' | 12' |
| Rear (min.) | 10' | 60' | 25'[2] | 15' | 15'[3] | 15'[3] | 10' |
| **Building Form Requirements** | | | | | | | |
| Building Height (max.)[12,13, and 14] | 35' | 35' | 35' | 35' | 35' | 60'[4] | 30' |
| Coverage (max.) | 20% | 17% | 35% | 35% | 40% | 50% | 43% |
| **Density Requirements (See Division 10-30.20, Affordable Housing Incentives)** | | | | | | | |
| Gross Density (units/acre) | | | | | | | |
| Min. | -- | -- | 2 | 2 | 6 | 10 | -- |
| ~~**Max. Outside the RPO**~~ | ~~**1**~~ | ~~**1**~~ | ~~**6**~~ | ~~**14**~~ | ~~**14**~~ | ~~**29**[5]~~ | ~~**11**~~ |
| **Maximum without the Resource Protection Overlay (RPO)** | **1** | **1** | **6** | **14** | **14** | **29**[5] | **11** |
| **Maximum with the RPO, inside of a pedestrian shed of an activity center**[(18)] | **1** | **1** | **6** | **14** | **14** | **29**[5] | **11** |
| ~~**Max. Within the RPO**~~ **Maximum with the RPO, outside of a pedestrian shed of an activity center**[(18)] | 1 | 1 | 5 | -- | 9 | 22 | 4 |
| **Multiple-Family Developments with four dwelling units or more, Bedrooms per Acre** | | | | | | | |
| **Maximum without the RPO** | **---End note 15---** | | **15** | **--** | **35** | **72.5** | **--** |
| **Maximum without the RPO with a Conditional Use Permit for a High Occupancy Housing Development inside of a** | **---End note 16---** | | **21** | **--** | **49**[17] | **101.5**[17] | **--** |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **pedestrian shed of an activity center[18]** | | | | | | | |
| **Maximum with the RPO** | **---End note 15---** | **12.5** | **--** | **22.5** | **55** | **--** |
| **Maximum with the RPO and a Conditional Use Permit for a High Occupancy Housing Development inside of a pedestrian shed of an activity center[18]** | **---End note 16---** | **17.5** | **--** | **31.5[17]** | **77[17]** | **--** |
| **Lot Requirements** | | | | | | | |
| Area | | | | | | | |
| Gross (min.) | 1 ac[6] | 1 ac | 6,000 sf | 6,000 sf | 6,000 sf | 6,000 sf | 5 ac |
| Per Unit (min.) | 1 ac[6] | 1 ac | 6,000 sf | 3,000 sf | End note 5 | End note 5 | 4,000 sf |
| Width | | | | | | | |
| Interior Lots (min.) | 100'[7] | 149'[8] | 60'[8,9] | 50' | 50'[8,9] | 50'[8,10] | -- |
| Corner Lots (min.) | 100'[7] | 149'[8] | 60'[8,9] | 50' | 50'[8,9] | 50'[8,10] | -- |
| Depth (min.) | 200'[7] | -- | 100'[8] | 100' | 100'[8] | 75'[8,10] | -- |
| **Other Requirements** | | | | | | | |
| Open Space (% of Development Site Area)[11] | -- | -- | -- | -- | See Table 10-40.30.030.A | | |
| Fences and Screening | See Division 10-50.50 | | | | | | |
| Landscaping | See Division 10-50.60 | | | | | | |
| Lighting | See Division 10-50.70 | | | | | | |
| Parking | See Division 10-50.80 | | | | | | |
| Signs | See Division 10-50.100 | | | | | | |

**End Notes**

1. 15' for side entrance garages, where the garage is designed as an integral element of the primary dwelling (i.e., doors and windows are consistent with the overall architectural character).
2. One or two story residential buildings and decks attached to those buildings may be built to 15' from the rear property line; provided, that any portion of the structure located closer than 25' to the rear property line does not exceed 50% of the lot width.
3. May be reduced for zones not subject to the Resource Protection Overlay when a minimum of 350 sf of open yard area per unit is provided, see Section 10-40.30.030(H).
4. Building height can be exceeded with approval of a Conditional Use Permit.
5. The maximum number of units for each lot is based on the following:

| Area of Lot | Required Lot Area Per Dwelling Units |
|---|---|
| 5,000 to 14,000 square feet | 2,500 square feet |
| 14,001 to 24,000 square feet | 2,000 square feet |
| 24,001 square feet and over | 1,500 square feet |

6. Five-acre minimum where public water supply and public streets are not available to serve the property.

7. Where public water supply and public streets are not available to serve the property a minimum lot width of 200' and lot depth of 250' are required.

8. Within a Planned Residential ~~Development~~ **Development,** the minimum width and depth of a lot may vary based on the minimum lot standards applicable to the building types selected for application within a Planned Residential Development (See Section 10-40.60.280, Planned Residential Development).

9. Lot width measured at the setback line.

10. On lots greater than 9,000 sf: 70' minimum width on interior lots, 75' minimum width on corner lots and 100' minimum depth on all lots.

11. ~~Any required common~~ **Common** open space as required in Division 10-50.110, Specific to Building Types, and areas set aside for resource preservation such as floodplains, slopes and forests (Division 10-50.90, Resource Protection Standards) may be used to satisfy this standard. In this context, **"open space" includes active and passive recreation uses, landscape areas, and community gardens.**

12. Primary structures, excluding accessory structures, with a roof pitch greater than, or equal to, 6:12 shall be allowed an additional five feet above the maximum building height.

13. The elevator and stairwell bulkheads shall be architecturally integrated with the building. Elevator and stairwells bulkheads are allowed an additional 15 feet above the maximum building height. The Director may approve a height greater than 15 feet when the additional height is necessary to accommodate an elevator or stairwell bulkhead, related equipment, or the requirements of the Building or Fire Code.

14. Steeples, solar collectors, towers and other unoccupied architectural features are allowed an additional height above the maximum building height equal to 20 percent multiplied by the **maximum building height allowed for property's zone. The total area of the referenced allowances** above the building height shall not exceed 20 percent of the total roof area.

**15. Multiple-Family Developments are allowed 3 bedrooms for the first acre of a Development Site and 2.5 bedrooms per acre for each additional acre of a Development Site.**

**16. Multiple-Family Developments are allowed 4 bedrooms for the first acre of a Development Site and 3.5 bedrooms per acre for each additional acre of a Development Site.**

**17. Additional bedrooms per acre may be approved on a lot or parcel inside of a pedestrian shed of a Regional Activity Center delineated on the General Plan or applicable Specific Plan with an HOHD Conditional Use Permit.**

**18. Activity centers are delineated on the General Plan or applicable Specific Plan.**

| Key |
|---|
| - - Not Applicable |

Section 3. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.040 Commercial Zones, Subsection B. Commercial Zones – Allowed Uses., as follows:

**10-40.30.040 Commercial Zones**

B. **Commercial Zones – Allowed Uses.** The allowed land uses of each of the Commercial zones are shown in Table 10-40.30.040.B.

**Table 10-40.30.040.B.**

**Commercial Zones – Allowed Uses**

| Primary Land Use[1] | Specific Use Regulations | Commercial Zones | | | | |
|---|---|---|---|---|---|---|
| | | SC | CC | HC | CS | CB |
| **Industrial, Manufacturing, Processing and Wholesaling** | | | | | | |
| Carpenter or Cabinet Shops | | -- | -- | -- | P | - |
| Flammable Liquid, Gas, and Bulk Fuel – Storage and Sale | | -- | -- | UP | -- | |
| Machine or Metal Working Shops | | -- | -- | -- | P | -- |
| Manufacturing and Processing – Incidental | | -- | P | P | P | P |
| Micro-brewery or Micro-distillery | 10-40.60.240 | -- | P | P | P | P |
| Mini-storage Warehousing | 10-40.60.250 | -- | -- | UP[2] | P | -- |
| Research and Development Uses | 10-40.60.300 | -- | -- | UP | -- | -- |
| Transportation or Trucking Yards | | -- | -- | -- | P | -- |
| Vehicle Towing/Impound Yard | | -- | -- | P[4] | -- | -- |
| Warehousing | 10-40.60.330 | -- | P[3] | P[3] | -- | P[3] |

| | | | | | | |
|---|---|---|---|---|---|---|
| Wholesaling and Distribution | | -- | -- | -- | P | P[3] |
| **Recreation, Education and Assembly** | | | | | | |
| Automobile, Go-kart, Miniature Automobile Racing | 10-40.60.080 | -- | UP | UP | -- | -- |
| Commercial Campgrounds | 10-40.60.130 | -- | -- | P | -- | -- |
| Commercial Recreation Facilities, Indoor | | P | P | P | -- | P |
| Commercial Recreation Facilities, Outdoor | 10-40.60.270 | -- | UP | UP | -- | -- |
| Libraries, Museums | | P | P | P | P | P |
| Meeting Facilities, Public or Private | 10-40.60.230 | | | | | |
| Regional | | -- | P/UP[5] | P/UP[5] | P/UP[5] | P/UP[5] |
| Neighborhood | | P[5] | P/UP[5] | -- | -- | -- |
| Outdoor Public Uses, General | | P | P | P | -- | -- |
| Places of Worship | | P/UP[10] | P/UP[10] | P/UP[10] | P/UP[10] | P/UP[10] |
| Schools – Public and Charter | | P | P | P | P | P |
| Schools – Private | | P | P | P | P | P |
| Theaters | | P | P | P | -- | P |
| Trade Schools | | -- | UP | UP | UP | UP |
| **Residential[7]** | | | | | | |
| Co-housing | 10-40.60.120 | P[6] | P[6] | P[6] | P[6] | P[6] |
| Congregate Care Facilities | | UP | P | P | P | UP |
| Day Care, Centers | 10-40.60.150.B | P | P | P | UP | UP |
| Day Care, Home | 10-40.60.150.A | P | P | P | P | P |
| Development, Duplex | | P[6] | P[6,9] | P[6] | P[6] | P[6] |
| Development, Multiple-Family | | P[6] | P[6] | P[6] | P[6] | P[6] |
| Development, Single-Family | | -- | P[9] | -- | -- | -- |

| | | | | | | |
|---|---|---|---|---|---|---|
| Dormitories | | UP[6] | UP[6] | UP[6] | UP[6] | UP[6] |
| Fraternities and Sororities | | UP[6] | UP[6] | UP[6] | UP[6] | UP[6] |
| Group Homes | | P[6] | P[6] | P[6] | P[6] | P[6] |
| **High Occupancy Housing Development, Single-Family** | **10-40.60.175** | -- | **UP** | -- | -- | -- |
| **High Occupancy Housing Development, Two-units** | **10-40.60.175** | **UP[6]** | **UP[6]** | **UP[6]** | **UP[6]** | **UP[6]** |
| **High Occupancy Housing Development, Three-units** | **10-40.60.175** | **UP[6]** | **UP[6]** | **UP[6]** | **UP[6]** | **UP[6]** |
| **High Occupancy Housing Development, Four-units and Greater** | **10-40.60.175** | **UP[6]** | **UP[6]** | **UP[6]** | **UP[6]** | **UP[6]** |
| Home Occupation | 10-40.60.180 | P | P | P | P | P |
| Institutional Residential | | | | | | |
| Custodial Care Facilities | | P[8] | P[8] | P[8] | P[8] | P[8] |
| Homeless Shelters | 10-40.60.190 | | | | | |
| Emergency Shelters | | P[8] | P[8] | P[8] | P[8] | P[8] |
| Short Term Housing | | P[8] | P[8] | P[8] | P[8] | P[8] |
| Transitional Housing | | P | P | P | P | P |
| Nursing Homes | | UP | UP | UP | UP | UP |
| Sheltered Care Homes | | P | P | P | P | P |
| Live/Work | 10-40.60.200 | P | P | P | P | P |
| Planned Residential Development | 10-40.60.280 | P/UP | P/UP[9] | UP | UP | UP |
| Residence for Owner, Caretaker or Manager | | P[6] | P[6] | P[6] | P[6] | P[6] |
| ~~**Rooming and Boarding Facilities**~~ | | ~~**UP[6]**~~ | ~~**UP[6]**~~ | ~~**UP[6]**~~ | ~~**UP[6]**~~ | ~~**UP[6]**~~ |

| | | | | | | |
|---|---|---|---|---|---|---|
| Single Room Occupancy | | UP | -- | P | -- | P |
| **Retail Trade** | | | | | | |
| Bars/Taverns | | P | P | P | P | P |
| Crematorium | | P | P | P | P | -- |
| Drive-through Retail | 10-40.60.160 | P | P | P | -- | -- |
| Drive-through Service | | P | P | P | -- | -- |
| Farmers Markets and Flea Markets | | -- | P | P | P | P |
| General Retail Business | | P | P | P | P | P |
| Mixed Use | 10-40.60.260 | P | P | P | P | P |
| **Mixed-Use High Occupancy Housing Development** | **10-40.60.175 and 10-40.60.260** | **UP** | **UP** | **UP** | **UP** | **UP** |
| Restaurant or Cafe | | P | P | P | P | P |
| **Services** | | | | | | |
| Bed and Breakfast Establishments | 10-40.60.110 | P | P | P | P | P |
| Cemeteries | | UP | UP | UP | UP | -- |
| Dry-cleaning, Processing | | P | P | P | -- | -- |
| Equipment Rental Yard | | -- | UP | P | P | -- |
| Funeral Homes, Chapels and Mortuaries | | -- | P | P | -- | UP |
| General Services | | P | P | P | P | P |
| Hospital | | UP | UP | UP | UP | UP |
| Kennel, Animal Boarding | 10-40.50.195 | | | UP [11] | | |
| Medical Marijuana Dispensary | 10-40.60.220 | -- | -- | P | -- | -- |
| Office | | P | P | P | P | P |
| Public Services | | | | | | |
| Public Services Major | | -- | -- | -- | -- | -- |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | Public Services Minor | | P | P | P | P | P |
| | Emergency Services | | UP | UP | UP | UP | UP |
| Travel Accommodations | | | UP | -- | P | -- | P |
| Veterinary Clinics | | | P | P | P | P | -- |
| Veterinary Hospitals | | | -- | -- | UP | UP | -- |
| **Telecommunication Facilities** | | | | | | | |
| AM Broadcasting Facilities | | 10-40.60.320 | UP | UP | UP | UP | UP |
| Antenna-Supporting Structure | | 10-40.60.320 | UP | UP | UP | UP | UP |
| Attached Telecommunication Facilities | | 10-40.60.320 | P | P | P | P | P |
| Collocation Facility | | 10-40.60.320 | P | P | P | P | P |
| FM/DTV/Low Wattage AM Broadcasting Facilities | | 10-40.60.320 | P | P | P | P | P |
| Stealth Telecommunication Facilities | | 10-40.60.320 | P | P | P | P | P |
| **Transportation and Infrastructure** | | | | | | | |
| Accessory Wind Energy Systems | | 10-40.60.040 | P | P | P | P | P |
| Garages, Off-Street | | | P | P | P | P | P |
| Parking Lots, Off-Street | | 10-50.80 | P | P | P | P | P |
| Passenger Transportation Facilities | | | -- | -- | UP | UP | UP |
| **Urban Agriculture** | | | | | | | |
| Community Gardens | | 10-40.60.140 | P | P | P | P | P |
| Food Production | | | -- | -- | UP[2] | UP[2] | -- |
| **Vehicle Sales and Services** | | | | | | | |
| Automobile Service Station and Convenience Store | | 10-40.60.090 | P | P | P | P | -- |

| | | | | | | |
|---|---|---|---|---|---|---|
| Automobile and Trailer Rental | | -- | -- | P | P | -- |
| Automobile/Vehicle Sales and Service, New and Used | | -- | UP | P | P | UP |
| Automobile/Vehicle Repair Garages – Minor | 10-40.60.100 | -- | UP | P | P | -- |
| Automobile/Vehicle Repair Garages – Major | 10-40.60.100 | -- | -- | P | P | -- |
| Car Washes | | P | P | P | -- | -- |
| Mobile Homes and Recreational Vehicles, Sales, and Service | | -- | -- | P | -- | -- |

**End Notes**

1. A definition of each listed use type is in Chapter 10-80, Definitions.
2. Only allowed on lots that do not have highway frontage or behind existing/new commercial uses.
3. Only permitted when incidental to permitted use.
4. This use shall be screened. See Division 10-50.50, Fences and Screening, for fencing and screening requirements.
5. A conditional use permit is required if liquor is sold or if facilities exceed 250 seats.
6. Residential uses with more than two units are allowed as part of a mixed-use development located above or behind the commercial uses, or as a planned residential development ~~(Section 10-40.60.280)~~.
7. Residential uses in the CC, HC, CS and CB zones, and residential uses and properties listed on the National Historic Registry or within the Landmarks overlay zone existing prior to the effective date of this Zoning Code are considered legal, nonconforming uses. Residential uses in the CC, HC, CS and CB zones shall be subject to the development standards established in the HR zone.
8. Conditional use permit is required if proximity between shelter facilities is less than one-quarter mile.
9. Single-family and duplex land uses are permitted by right on lots ≤9,000 sf and existing prior to November 1, 2011, subject to the building placement and building form requirements of the MR zone.
10. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.
11. Outdoor kenneling of animals is prohibited.

**Key**

P = Permitted Use
UP = Conditional Use Permit Required
-- = Use Not Allowed

Section 4. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.040 Commercial Zones, Subsection C. Commercial Zones – Building Form Standards., as follows:

**Section 10-40.30.040 Commercial Zones**

C. Commercial Zones – Building Form and Property Development Standards. The building form and property development standards shown in Table 10-40.30.040.C. shall apply to all property with the corresponding commercial zones.

**Table 10-40.30.040.C.**
**Commercial Zones – Building Form and Property Development Standards**

| | Commercial Zones | | | | |
|---|---|---|---|---|---|
| | **SC** | **CC** | **HC** | **CS** | **CB** |
| **Building Placement Requirements** | | | | | |
| Setback from property line | | | | | |
| Front (Also see Section 10-50.60.040.B) | 15'[1] | 0' | 0'[2] | 0' | 0' |
| Side | | | | | |
| Adjacent to Residential Use | ---------- 15' min.[6] ---------- | | | | |
| Street Side (min.) | 10'[3] | 10'[3] | 10'[3] | 10'[3] | 0' |
| All Other sides | ---------- 0' ---------- | | | | |
| Rear | | | | | |
| Adjacent to Residential | ---------- 15' min. ---------- | | | | |
| All Other rears | ---------- 0' ---------- | | | | |
| **Building Form Requirements** | | | | | |
| Building Height (max.)[8, 9, 10] | 35' | 60'[4, 7] | 60'[4] | 60'[4] | 60'[4] |
| Gross FAR (max.) | 0.8 | 2.5 | 3.0 | 2.0 | No max. |
| **Density Requirements** | | | | | |
| Gross Density (units/acre) ~~(max.) (Not Applicable to Mixed Use)~~ | | | | | |
| ~~Areas of the City without the Resource Protection Overlay (RPO)~~ **Maximum without the Resource Protection Overlay (RPO)** | ~~13~~ **13[11]** | ---------- ~~29~~ **29[11]** ---------- | | | |
| ~~Areas of the City inside of a pedestrian shed of an activity center delineated on the General Plan, with or without the RPO~~ **Maximum with the RPO, inside of a pedestrian shed of an activity center[(13)]** | ~~13~~ **13[11]** | ---------- ~~29~~ **29[11]** ---------- | | | |
| ~~Areas of the City with RPO, excluding areas of the City inside of a pedestrian shed of an activity center delineated on the General Plan~~ | ~~13~~ **13[11]** | ---------- ~~22~~ **22[11]** ---------- | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | **Maximum with the RPO, outside of a pedestrian shed of an activity center[(13))]** | | | | | |
| **Maximum Bedroom Requirements** | | | | | | |
| **Bedrooms per Acre on a Development Site with Four Dwelling Units or More** | | | | | | |
| | **Maximum without the RPO for a development** | **35[12]** | **---------- 72.5[12]----------** | | | |
| | **Maximum with the RPO inside of a pedestrian shed of an activity center[(13)]** | **35[12]** | **---------- 72.5[12]----------** | | | |
| | **Maximum with the RPO inside of a pedestrian shed of an activity center[(13)]** | **35[12]** | **---------- 55[12]----------** | | | |
| **Lot Requirements** | | | | | | |
| Area (Gross sf) (min.)[5] | | 6,000 | 9,000 | 9,000 | 9,000 | 7,000 |
| Width (min.)[5] | | 50' | 60' | 60' | 60' | 50' |
| Depth (min.)[5] | | 100' | 100' | 100' | 100' | -- |
| **Open Space** | | | | | | |
| Developments with Two or More Dwelling Units | | ---------- 15 percent of the net lot area ---------- | | | | |
| **Other Requirements** | | | | | | |
| Fences and Screening | | See Division 10-50.50 | | | | |
| Landscaping | | See Division 10-50.60 | | | | |
| Outdoor Lighting | | See Division 10-50.70 | | | | |
| Parking | | See Division 10-50.80 | | | | |
| Signs | | See Division 10-50.100 | | | | |

**End Notes**

1. Front setbacks shall be equal to 15' or match adjacent residential development, whichever is less.
2. No front setback required, except when required by the adoption of building setback lines along specified streets.
3. Setback may be reduced to 5' min., if the landscape street buffer is reduced in accordance with Section 10-50.60.040(B), Nonresidential Zone Buffers.
4. Conditional use permit required for structures over 60' in height.
5. Within a planned residential development, the minimum area, width, and depth of a lot may vary based on the minimum lot standards applicable to the building types selected for application within a planned residential development (see Section 10-40.60.280, Planned Residential Development).
6. Except that the setback from a proposed residential use in a commercial zone to other residential uses shall be 5' min.
7. Single-family dwellings and duplexes in the CC zone shall be limited to a maximum height of 35 feet consistent with the height standard for the MR zone.
8. Primary structures, excluding accessory structures, with a roof pitch greater than, or equal to, 6:12 shall be allowed an additional five feet above the maximum building height.
9. The elevator and stairwell bulkheads shall be architecturally integrated with the building. Elevator and stairwells bulkheads are allowed an additional 15 feet above the maximum building height. The Director may approve a height greater than 15 feet when the additional

| | |
|---|---|
| | height is necessary to accommodate an elevator or stairwell bulkhead, related equipment, or the requirements of the Building or Fire Code. |
| 10. | Steeples, solar collectors, towers and other unoccupied architectural features are allowed an additional height above the maximum building height equal to 20 percent multiplied by the maximum building height allowed for property's zone. The total area of the referenced allowances above the building height shall not exceed 20 percent of the total roof area. |
| **11. Additional density may be approved with an HOHD or MHOHD Conditional Use Permit.** | |
| **12. Additional bedrooms per acre may be approved with an HOHD or MHOHD Conditional Use Permit.** | |
| **13. Activity centers are delineated on the General Plan or applicable Specific Plan.** | |

Section 5. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.050 T3 Neighborhood I (T3N.1) Standards, H. Allowed Uses, as follows:

**10-40.40.050 T3 Neighborhood I (T3N.1) Standards**

| **H. Allowed Uses** | | | | | |
|---|---|---|---|---|---|
| **Land Use[1]** | **Specific Use Regulations** | **T3N.1** | **Land Use[1]** | **Specific Use Regulations** | **T3N.1** |
| Residential | | | Places of Worship | | P/UP[6] |
| Accessory Buildings and Structures | 10-40.60.020 | P | Schools – Private | | P |
| Accessory Dwelling Unit | 10-40.60.040 | P | Schools – Public and Charter | | P[5] |
| Co-Housing | 10-40.60.120 | P | Retail Trade | | |
| Congregate Care Facilities | | UP | **Neighborhood Market ≤ 1,500 sf** | | UP |
| Dormitories and Fraternities/Sororities | | UP | Services | | |
| Dwelling: Multiple-Family | | P[2] | Bed and Breakfast | 10-40.60.110 | P |
| Dwelling: Single-Family | | P | Cemeteries | | UP |
| Duplex | | P[2] | Daycare | 10-40.60.150 | |
| Group Home | | P | Home | | P |
| Home Occupation | 10-40.60.180 | P | Centers | | UP |
| **High Occupancy Housing Development, Single-Family** | **10-40.60.175** | **UP** | Public Services | | |

| H. Allowed Uses | | | | | |
|---|---|---|---|---|---|
| **Land Use[1]** | **Specific Use Regulations** | **T3N.1** | **Land Use[1]** | **Specific Use Regulations** | **T3N.1** |
| Institutional Residential | 10-40.60.190 | UP | Public Services Minor | | P |
| ~~**Rooming and Boarding Facilities**~~ | | ~~**UP**~~ | Emergency Services | | UP |
| Recreation, Education and Public Assembly | | | Telecommunication Facilities | | |
| **Dance or Music Studio ≤ 650 sf** | | P[3] | Stealth Telecommunication Facilities | 10-40.60.310 | P |
| Libraries, Museums | | | Transportation and Infrastructure | | |
| **≤ 2,500 sf** | | P | Accessory Wind Energy Systems | 10-40.60.040 | P |
| > 2,500 sf | | UP | Urban Agriculture | | |
| Meeting Facilities, Public and Private | 10-40.60.230 | P/UP[4] | Community Gardens | 10-40.60.140 | P |
| Outdoor Public Use, General | | P | | | |

**End Notes**

1. See Chapter 10-80, Definitions, for use type definitions.
2. Permitted only if the use exists at the effective date of this code.
3. Not allowed on the ground floor unless behind an allowed ground-floor use.
4. UP required if liquor is sold or if facilities exceed 250 seats.
5. Charter schools proposed in existing single-family residences shall be located on residential lots 1 acre or greater.
6. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.

**Key**

| | |
|---|---|
| P | Permitted Use |
| UP | Permitted Use |

Section 6. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.060 T3 Neighborhood 2 (T3N.2) Standards, H. Allowed Uses, as follows:

**10-40.40.060 T3 Neighborhood 2 (T3N.2) Standards**

| H. Allowed Uses | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| **Land Use[1]** | **Specific Use Regulations** | **T3N.2** | **Land Use[1]** | **Specific Use Regulations** | **T3N.2** |
| Residential | | | Services | | |
| Accessory Buildings and Structures | 10-40.60.020 | P | Bed and Breakfast | 10-40.60.110 | P |
| Accessory Dwelling Unit | 10-40.60.030 | P | Cemeteries | | UP |
| Co-Housing | 10-40.60.120 | P | Crematoriums | | UP |
| Congregate Care Facilities | | UP | Daycare | 10-40.60.150 | |
| Dormitories and Fraternities/Sororities | | UP | Home | | P |
| | | | Centers | | UP |
| Dwelling: Multiple-Family | | P | Public Services | | |
| Dwelling: Single-Family | | P | Public Services Minor | | P |
| Duplex | | P | Emergency Services | | UP |
| Group Home | | P | Telecommunication Facilities | | |
| Home Occupation | 10-40.60.180 | P | Stealth Telecommunication Facilities | 10-40.60.310 | P |
| **High Occupancy Housing Development, Single-Family** | **10-40.60.175** | **UP** | | | |
| **High Occupancy Housing Development, Two-units** | **10-40.60.175** | **UP** | | | |
| **High Occupancy Housing Development, Three-units** | **10-40.60.175** | **UP** | | | |
| **High Occupancy Housing Development, Four-units and Greater** | **10-40.60.175** | **UP** | | | |
| Institutional Residential | 10-40.60.190 | UP | | | |
| Live/Work | | P | Transportation and Infrastructure | | |
| ~~**Rooming and Boarding Facilities**~~ | | ~~**UP**~~ | Accessory Wind Energy Systems | 10-40.60.040 | P |

| H. Allowed Uses | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| **Land Use[1]** | **Specific Use Regulations** | **T3N.2** | **Land Use[1]** | **Specific Use Regulations** | **T3N.2** |
| Recreation, Education and Public Assembly Uses | | | Urban Agriculture | | |
| Dance or Music Studio ≤ 650 sf | | P[2] | Community Gardens | 10-40.60.140 | P |
| Libraries, Museums | | | End Notes | | |
| ≤ 2,500 sf | | P | 1. See Chapter 10-80, Definitions, for use type definitions.<br>2. Not allowed on the ground floor unless behind an allowed ground-floor use.<br>3. UP required if liquor is sold or if facilities exceed 250 seats.<br>4. Charter schools proposed in existing single-family residences shall be located on residential lots 1 acre or greater.<br>5. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use. | | |
| > 2,500 sf | | UP | | | |
| Meeting Facilities, Public and Private | 10-40.60.230 | P/UP[3] | | | |
| Outdoor Public Use, General | | P | | | |
| Places of Worship | | P/UP[5] | | | |
| Schools – Private | | P | | | |
| Schools – Public and Charter | | P[4] | | | |
| Retail Trade | | | | | |
| Neighborhood Market ≤ 1,500 sf | | P | | | |
| Key | | | | | |
| P | Permitted Use | | | | |
| UP | Permitted Use | | | | |

Section 7. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.070 T4 Neighborhood 1 (T4N.1) Standards, I. Allowed Uses, as follows:

**10-40.40.070 T4 Neighborhood 1 (T4N.1) Standards**

| I. Allowed Uses | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Land Use[1]** | **Specific Use Regulations** | **T4N.1** | **T4N.1-O** | **Land Use[1]** | **Specific Use Regulations** | **T4N.1** | **T4N.1-O** |
| Residential | | | | Services | | | |
| Accessory Buildings and Structures | 10-40.60.020 | P[2] | P[2] | ATM | | - | P |
| | | | | Bed and Breakfast | 10-40.60.110 | P | p |
| Accessory Dwelling Unit | 10-40.60.030 | P | P | Cemeteries | | UP | UP |
| Co-Housing | 10-40.60.120 | P | P | Crematorium | | - | UP |
| Congregate Care Facilities | | P | P | Daycare | 10-40.60.150 | | |
| Dormitories, Fraternities/Sororities and SRO (≤15 rooms) | | UP | UP | Home | | P | P |
| | | | | Centers | | UP | UP |
| Dwelling: Multiple-Family | | P | P | Funeral Homes, Chapels, Mortuaries | | - | P |
| Dwelling: Single-Family | | P | P | General Services | | - | P |
| Duplex | | P | P | Lodging | | | |
| Group Home | | P | P | **≤ 15 rooms** | | - | P |
| **High Occupancy Housing Development, Single-Family** | **10-40.60.175** | **UP** | **UP** | Offices | | - | P |
| **High Occupancy Housing Development, Two-units** | **10-40.60.175** | **UP** | **UP** | Public Services | | | |
| **High Occupancy Housing Development, Three-units** | **10-40.60.175** | **UP** | **UP** | Public Services Minor | | P | P |
| **High Occupancy Housing Development, Four-units and Greater** | **10-40.60.175** | **UP** | **UP** | Emergency Services | | UP | UP |

## I. Allowed Uses

| Land Use[1] | Specific Use Regulations | T4N.1 | T4N.1-O |
|---|---|---|---|
| Home Occupation | 10-40.60.180 | P | P |
| Institutional Residential | 10-40.60.190 | UP | UP |
| Live/Work | | - | P |
| ~~Rooming and Boarding Facilities~~ | - | ~~UP~~ | ~~UP~~ |
| **Recreation, Education and Public Assembly** | | | |
| Libraries, Museums | | | |
| ≤ 2,500 sf | | P | P |
| > 2,500 sf | | UP | UP |
| Meeting Facilities, Public and Private | 10-40.60.230 | P[3] | P[3] |
| Places of Worship | | P/UP[4] | P/UP[4] |
| Schools – Private | | P | P |
| Schools – Public and Charter | | P | P |
| **Retail Trade** | | | |
| Bars/Taverns | | - | P |
| General Retail Businesses, except with any of the following features | | - | P |
| Drive-Through | | - | - |
| Floor Area ≥ 3,500 sf | | - | UP |
| Markets | | | |
| Neighborhood Market ≤ 2,500 sf | | - | P |

| Land Use[1] | Specific Use Regulations | T4N.1 | T4N.1-O |
|---|---|---|---|
| | | | |
| Veterinary Clinic | | - | P |
| | | | |
| | | | |
| | | | |
| **Telecommunication Facilities** | | | |
| Stealth Telecommunication Facilities | 10-40.60.310 | P | P |
| **Transportation and Infrastructure** | | | |
| Accessory Wind Energy Systems | 10-40.60.040 | P | P |
| **Urban Agriculture** | | | |
| Community Gardens | 10-40.60.140 | P | P |

**End Notes**

1. See Chapter 10-80, Definitions, for use type definitions.
2. Not allowed on the ground floor unless behind an allowed ground-floor use.
3. UP required if liquor is sold or if facilities exceed 250 seats.
4. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.

| Key | |
|---|---|
| P | Permitted Use |
| UP | Conditional Use Permit Required |
| - | Use Not Allowed |

| I. Allowed Uses | | | | | | | |
|---|---|---|---|---|---|---|---|
| Land Use[1] | Specific Use Regulations | T4N.1 | T4N.1-O | Land Use[1] | Specific Use Regulations | T4N.1 | T4N.1-O |
| Micro-brewery/Micro-distillery | 10-40.60.240 | - | P | | | | |
| Restaurant, or Cafes | | - | P | | | | |

Section 8. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.070 T4 Neighborhood 2 (T4N.2) Standards, I. Allowed Uses, as follows:

**10-40.40.080 T4 Neighborhood 2 (T4N.2) Standards**

| I. Allowed Uses | | | | | | | |
|---|---|---|---|---|---|---|---|
| Land Use[1] | Specific Use Regulations | T4N.2 | T4N.2-O | Land Use[1] | Specific Use Regulations | T4N.2 | T4N.2-O |
| Residential | | | | Services | | | |
| Accessory Buildings and Structures | 10-40.60.020 | P[2] | P[2] | ATM | | - | P |
| | | | | Bed and Breakfast | 10-40.60.110 | P | p |
| Accessory Dwelling Unit | 10-40.60.030 | P | P | Cemeteries | | UP | UP |
| Co-Housing | 10-40.60.120 | P | P | Crematorium | | - | UP |
| Congregate Care Facilities | | P | P | Daycare | 10-40.60.150 | | |
| Dormitories, Fraternities/Sororities and SRO (≤15 rooms) | | UP | UP | Home | | P | P |
| | | | | Centers | | UP | UP |
| Dwelling: Multiple-Family | | P | P | Funeral Homes, Chapels, Mortuaries | | - | P |
| Dwelling: Single-Family | | P | P | General Services | | - | P |
| Duplex | | P | P | Lodging | | UP | UP |
| Group Home | | P | P | | | | |

| I. Allowed Uses | | | |
|---|---|---|---|
| Land Use[1] | Specific Use Regulations | T4N.2 | T4N.2-O |
| **High Occupancy Housing Development, Single-Family** | **10-40.60.175** | **UP** | **UP** |
| **High Occupancy Housing Development, Two-units** | **10-40.60.175** | **UP** | **UP** |
| **High Occupancy Housing Development, Three-units** | **10-40.60.175** | **UP** | **UP** |
| **High Occupancy Housing Development, Four-units and Greater** | **10-40.60.175** | **UP** | **UP** |
| Home Occupation | 10-40.60.180 | P | P |
| Institutional Residential | 10-40.60.190 | UP | UP |
| Live/Work | | - | P |
| ~~**Rooming and Boarding Facilities**~~ | - | ~~**UP**~~ | ~~**UP**~~ |
| Recreation, Education and Public Assembly | | | |
| Libraries, Museums | | | |
| ≤ 2,500 sf | | P | P |
| > 2,500 sf | | UP | UP |
| Meeting Facilities, Public and Private | 10-40.60.230 | P[3] | P[3] |
| Places of Worship | | P/UP[4] | P/UP[4] |
| Schools – Private | | P | P |
| Schools – Public and Charter | | P | P |
| Retail Trade | | | |
| Bars/Taverns | | - | P |

| Land Use[1] | Specific Use Regulations | T4N.2 | T4N.2-O |
|---|---|---|---|
| Offices | | - | P |
| Public Services | | | |
| Public Services Minor | | P | P |
| Emergency Services | | UP | UP |
| Veterinary Clinic | | - | P |
| | | | |
| | | | |
| | | | |
| Telecommunication Facilities | | | |
| Stealth Telecommunication Facilities | 10-40.60.310 | P | P |
| Transportation and Infrastructure | | | |
| Accessory Wind Energy Systems | 10-40.60.040 | P | P |
| Urban Agriculture | | | |
| Community Gardens | 10-40.60.140 | P | P |

End Notes

1. See Chapter 10-80, Definitions, for use type definitions.
2. Not allowed on the ground floor unless behind an allowed ground-floor use.

| I. Allowed Uses | | | |
|---|---|---|---|
| **Land Use[1]** | **Specific Use Regulations** | **T4N.2** | **T4N.2-O** |
| General Retail Businesses, except with any of the following features | | - | P |
| Drive-Through | | - | - |
| Floor Area ≥ 3,500 sf | | - | UP |
| Markets | | | |
| Neighborhood Market ≤ 2,500 sf | | - | P |
| Micro-brewery/Micro-distillery | 10-40.60.240 | - | P |
| Restaurant, or Cafes | | - | P |

3. UP required if liquor is sold or if facilities exceed 250 seats.
4. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.

| Key | |
|---|---|
| P | Permitted Use |
| UP | Conditional Use Permit Required |
| - | Use Not Allowed |

Section 9. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.090 T5 Main Street (T5) Standards, I. Allowed Uses, as follows:

**10-40.40.090 T5 Main Street (T5) Standards**

| I. Allowed Uses | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Land Use[1]** | **Specific Use Regulations** | **T5** | **T5-O** | **Land Use[1]** | **Specific Use Regulations** | **T5** | **T5-O** |
| Industrial, Manufacturing | | | | Retail Trade | | | |
| Manufacturing and Processing, Incidental | | P | P | Bars/Taverns | | P | P |
| Residential | | | | General Retail Businesses, except with any of the following features | | P | P |
| Accessory Buildings and Structures | 10-40.60.020 | P[2] | P | Drive-Through | | - | - |
| Accessory Dwelling Unit | 10-40.60.030 | P[2] | P | Floor Area ≥ 5,000 sf | | UP | UP |
| | | | | Mixed Use | | P | P |

| I. Allowed Uses | | | | | | | |
|---|---|---|---|---|---|---|---|
| Land Use[1] | Specific Use Regulations | T5 | T5-O | Land Use[1] | Specific Use Regulations | T5 | T5-O |
| Co-Housing | 10-40.60.120 | P[2] | P | **Mixed-Use High Occupancy Housing Development** | **10-40.60.175** | **UP** | **UP** |
| Congregate Care Facilities | | UP[2] | UP | Micro-brewery/Micro-distillery | 10-40.60.240 | P | P |
| Dormitories, Fraternities/Sororities and SROs | | UP[2] | UP | Restaurants or Cafes | | P | P |
| Dwelling: Multiple-Family | | P[2] | P | Services | | | |
| **High Occupancy Housing Development, Three-units** | **10-40.60.175** | **UP[2]** | **UP** | | | | |
| **High Occupancy Housing Development, Four-units and Greater** | **10-40.60.175** | **UP[2]** | **UP** | ATM | | - | P |
| Group Home | | P[2] | P | Bed and Breakfast | 10-40.60.110 | P | p |
| Home Occupation | 10-40.60.180 | P | P | Cemeteries | | UP | UP |
| Institutional Residential | | | | Crematoriums | | UP | UP |
| Custodial Care Facilities | | UP[2, 3] | UP | Daycare | 10-40.60.150 | | |
| Nursing Homes | | UP[2, 3] | UP | Home | | P | P |
| Homeless Shelter | 10-40.60.190 | UP[2, 3] | UP | Centers | | UP | UP |
| Sheltered Care Home | | UP[2, 3] | UP | Funeral Homes, Chapels, Mortuaries | | P | P |
| Live/Work | | P | P | General Services | | P | P |
| ~~**Rooming and Boarding Facilities**~~ | | ~~**UP**~~ | ~~**UP**~~ | Lodging | | P | P |
| Recreation, Education and Public Assembly Uses | | | | Office | | P[2] | P |
| Commercial Recreation Facility, Indoor | | | | Public Services | | | |
| | | | | Public Services Minor | | P | P |
| ≤ 5,000 sf | | P | P | Emergency Services | | UP | UP |
| > 5,000 sf | | UP | UP | Veterinary Clinic | | P[2] | P |

| I. Allowed Uses | | | | | | | |
|---|---|---|---|---|---|---|---|
| Land Use[1] | Specific Use Regulations | T5 | T5-O | Land Use[1] | Specific Use Regulations | T5 | T5-O |
| Libraries, Museums | | P | P | Transportation and Infrastructure | | | |
| Meeting Facilities, Public and Private | 10-40.60.230 | P[3] | P[3] | Accessory Wind Energy Systems | 10-40.60.040 | P | P |
| Places of Worship | | P/UP[6] | P/UP[6] | Garages, Off Street | | P[2] | P[2] |
| Schools – Private | | P | P | | | | |
| Schools – Public and Charter | | P | P | Parking Lots, Off Street | | P[2] | P[2] |
| Theaters, Walk-in | | P | P | | | | |
| Telecommunication Facilities | | | | Urban Agriculture | | | |
| AM Broadcasting Facilities | 10-40.60.310 | UP | UP | Community Gardens | 10-40.60.140 | P | P |
| Antenna-Supporting Structure | 10-40.60.310 | UP | UP | Vehicle Sales and Services | | | |
| | | | | Automobile/Vehicle Sales, New and Used | | P | P |
| Attached Telecommunication Facilities | 10-40.60.310 | P | P | Automobile/Vehicle Repair Garage | 10-40.60.100 | | |
| Collocation Facility | 10-40.60.310 | P | P | Minor | | P[2] | P[2] |
| FM/DTV/Low Wattage AM Broadcasting Facilities | 10-40.60.310 | P | P | Major | | UP[2] | UP[2] |
| Stealth Telecommunication Facilities | 10-40.60.310 | P | P | | | | |
| End Notes | | | | | | | |

1. See Chapter 10-80, Definitions, for use type definitions.
2. Not allowed on the ground floor unless behind an allowed ground-floor use.
3. Conditional use permit is required if proximity between shelter facilities is less than 1/4 mile.
4. UP required if liquor is sold or if facilities exceed 250 seats.
5. Residential uses, and residential properties listed on the National Historic Registry or within the Landmarks overlay zone, in T5 and T5-O zones existing prior to the effective date of this Zoning Code are considered legal, conforming uses.
6. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.

| Key | |
|---|---|
| P | Permitted Use |
| UP | Conditional Use Permit Required |
| - | Use Not Allowed |

Section 10. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.100 T6 Downtown (T6) Standards, H. Allowed Uses, as follows:

**10-40.40.100 T6 Downtown (T6) Standards**

| H. Allowed Uses | | | | | |
|---|---|---|---|---|---|
| **Land Use[1]** | **Specific Use Regulations** | **T6** | **Land Use[1]** | **Specific Use Regulations** | **T6** |
| Residential5 | | | Services | | |
| Accessory Buildings and Structures | 10-40.60.020 | P[2] | ATM | | P |
| Accessory Dwelling Unit | 10-40.60.030 | P[2] | Bed and Breakfast | 10-40.60.110 | P |
| Co-Housing | 10-40.60.120 | P[2] | Cemeteries | | UP |
| Congregate Care Facilities | | UP[2] | Crematorium | | UP |
| Dormitories, Fraternities/Sororities and SROs | | UP[2] | Daycare | 10-40.60.150 | |
| | | | Home | | P |
| Dwelling: Multiple-Family | | P[2] | Centers | | UP |
| **High Occupancy Housing Development, Three-units** | **10-40.60.175** | **UP[2]** | Dry-cleaning, Pick-up Only | | P |

| H. Allowed Uses | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| Land Use[1] | Specific Use Regulations | T6 | Land Use[1] | Specific Use Regulations | T6 |
| **High Occupancy Housing Development, Four-units and Greater** | **10-40.60.175** | **UP[2]** | | | |
| Group Home | | P[2] | Funeral Homes, Mortuaries | | UP |
| Home Occupation | 10-40.60.180 | P | | | |
| Homeless Shelter | 10-40.60.190 | UP | General Services | | P |
| Institutional Residential | | | Hospitals | | UP |
| Custodial Care Facilities | | UP[2, 3] | Lodging | | P |
| Nursing Homes | | UP[2] | Office | | P |
| Homeless Shelter | | UP[2, 3] | Public Services | | |
| Sheltered Care Home | | UP[2, 3] | Public Services Minor | | P |
| Live/Work | | P | Emergency Services | | UP |
| Mixed Use | | P | Transportation and Infrastructure | | |
| **Mixed-Use High Occupancy Housing Development** | **10-40.60.175** | **UP** | Accessory Wind Energy Systems | 10-40.60.040 | P |
| ~~**Rooming and Boarding Facilities**~~ | | ~~**UP**~~ | | | |
| Recreation, Education and Public Assembly Uses | | | Garages, Off Street | | P[2] |
| Commercial Recreation Facility, Indoor | | | Parking Lots, Off Street | | P[2] |
| | | | Passenger Transportation Facilities | | P6 |
| ≤ 5,000 sf | | P | Industrial, Manufacturing, Processing and Wholesaling | | |
| > 5,000 sf | | UP | Manufacturing/Processing – Incidental | | P |
| Libraries, Museums | | P | Manufacturing/Processing – Incidental | | P |
| Meeting Facilities, Public and Private | 10-40.60.230 | P[3, 4] | Telecommunication Facilities | | |
| Places of Worship | | P/UP[7] | AM Broadcasting Facilities | 10-40.60.310 | UP |
| Schools – Private | | P | Antenna-Supporting Structure | 10-40.60.310 | UP |

## H. Allowed Uses

| Land Use[1] | Specific Use Regulations | T6 |
|---|---|---|
| Schools – Public and Charter | | P |
| Theaters, Walk-in | | P |
| **Retail Trade** | | |
| Bars/Taverns | | P |
| General Retail Businesses, except with any of the following features | | P |
| Drive-Through | | - |
| Floor Area ≥ 5,000 sf | | UP |
| Micro-brewery/Micro-distillery | 10-40.60.240 | P |
| Restaurants or Cafes | | P |

| Land Use[1] | Specific Use Regulations | T6 |
|---|---|---|
| Attached Telecommunication Facilities | 10-40.60.310 | P |
| Collocation Facility | 10-40.60.310 | P |
| FM/DTV/Low Wattage AM Broadcasting Facilities | 10-40.60.310 | P |
| Stealth Telecommunication Facilities | 10-40.60.310 | P |
| **Vehicle Sales and Services** | | |
| Automobile/Vehicles Sales, new and used | | UP |
| **Urban Agriculture** | | |
| Community Gardens | 10-40.60.140 | P |

**End Notes**

1. See Chapter 10-80, Definitions, for use type definitions.
2. Not allowed on the ground floor unless behind an allowed ground-floor use.
3. Conditional use permit is required if proximity between shelter facilities is less than 1/4 mile.
4. UP required if liquor is sold or if facilities exceed 250 seats.
5. Residential uses, and residential properties listed on the National Historic Registry or within the Landmarks overlay zone, in the T6 zone existing prior to the effective date of this Zoning Code are considered legal, conforming uses.
6. Passenger facilities shall be on the ground floor with access to a public street or a public space.
7. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.

| Key | |
|---|---|
| P | Permitted Use |
| UP | Conditional Use Permit Required |
| – | Use Not Allowed |

Section 11. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, to add Section 10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments, to list of sections of the Division, in numerical order, as follows:

**Division 10-40.60: Specific to Uses**

**10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments**

Section 12. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, to add Section 10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments, in numerical order, as follows:

**Division 10-40.60: Specific to Uses**

**10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments**

**A. General Requirements.**

1. **The applicant of an HOHD or MHOHD with four dwelling units or more shall submit typical floor plans or a typical residential unit study that illustrates how the residential units of an HOHD or MHOHD could be converted to a residential unit that is no longer an HOHD or MHOHD with minimal structural or minimal plumbing modifications. The required study shall be designed and sealed by an Arizona Registrant.**
2. **An HOHD or MHOHD with four or more dwelling units shall be located inside of a pedestrian shed of an activity center delineated in the General Plan or applicable Specific Plan.**
3. **An HOHD or MHOHD with four dwelling units or more, and that has more than 29 dwelling units per acre or more than 72.5 bedrooms per acre shall have:**
   a. **A minimum of 20% of the bedrooms contained in studio and/or one-bedroom dwelling units; and**
   b. **A maximum of 30% of bedrooms contained in dwelling units with four bedrooms or more.**
4. **An HOHD or MHOHD with four dwelling units or more, and that has 29 dwelling units per acre or less or 72.5 bedrooms per acre or less shall not exceed a Bedroom-to-Dwelling Unit Ratio greater than 3.5.**
5. **The maximum number of bedrooms in a two-unit HOHD or MHOHD: 10.**
6. **The maximum number of bedrooms in a three-unit HOHD or MHOHD: 12.**
7. **Inside of a pedestrian shed of a Regional Activity Center, an HOHD or MHOHD in a commercial zone may contain more than 50 dwelling units per acre and/or 125 bedrooms per acre.**
8. **An HOHD in a Commercial Zone shall be:**

a. On a lot or parcel that is setback at least 300 feet from the centerline of a street classified as a Commercial Corridor identified on the General Plan; and

b. There shall be an existing primary mixed-use development or commercial use(s), excluding primary transportation and infrastructure uses, on the lot(s) or parcel(s) between the HOHD and the Commercial Corridor street.

9. An MHOHD shall comply with the mixed-use development standards of Section 10-40.60.260.

10. Prior to the final approval of a land division that creates one or more lots or parcels with a development that conforms to the definition of an HOHD or MHOHD, the property owner shall obtain approval of a Conditional Use Permit for the Development Site that will contain the HOHD or MHOHD.

11. An MHOHD shall be on a lot or parcel that:

a. Abuts a street classified as a commercial corridor shown on the General Plan; and

b. Is located inside of a pedestrian shed of an activity center delineated on the General Plan or applicable Specific Plan.

B. Building Footprint[(1)] Sizes and Separation Requirements.

1. Maximum building footprint[(1)] inside a pedestrian shed of a Historic Activity Center delineated in the General Plan or applicable Specific Plan, excluding properties zoned Commercial Business (CB): Equal to, or less than, 5,000 square feet.

2. Maximum building footprint[(1)] inside a pedestrian shed of a Historic Activity Center delineated in the General Plan or applicable Specific Plan, and on a property zoned Commercial Business (CB): Equal to, or less than, 22,000 square feet.

3. Maximum building footprint[(1)] inside a pedestrian shed of a Regional Activity Center delineated in the General Plan or applicable Specific Plan: No Maximum.

4. Maximum building footprint[(1)] inside a pedestrian shed of an activity center in all other areas not described in subsection B.1., B.2., and B.3. of this section: Equal to, or less than, 22,000 square feet.

5. Excluding the Commercial Business (CB) zone, the minimum separation between the building footprints of structures on the same lot or parcel, and structures on an abutting lot or parcel, shall be separated by a distance that is the greater of 10 feet, or 1/3 the height of the taller structure.

6. Where the area of a pedestrian shed of an activity center intersects with the area of a pedestrian shed of another activity center, the pedestrian shed with the more restrictive maximum building footprint requirement shall govern the intersecting area. The locations of the pedestrian sheds of the activity centers are identified in the General Plan, including any applicable Specific Plans.

Note 1. For the purpose of the requirements of subsection B of this section, the maximum allowable building footprint is equal to the largest floor plate of a structure, including interior courtyards, abutting and interior, or partial interior, podium and above ground parking structure(s), and structures connected with a continuous roof.

C. Waste Management Plan.

1. The property owner of an HOHD or MHOHD with four dwelling units or more shall obtain approval of a waste management plan from the City's Public Works Director, or designee, prior to the approval of the site plan.

2. Prior to the issuance of any building permit, the property owner shall incorporate into the construction documents the improvements required to comply with the approved waste management plan.

3. If a Certificate of Occupancy is not required, the property owner shall provide all necessary apparatus, equipment, and improvements within 182 days from the date of the approval of the CUP, or another date specified in the Conditions of Approval for the CUP.

   a. The Director may approve a one-time 91-day extension, for no-more than 273 days from the date of the CUP approval, to allow the property owner to complete the improvements. The property owner shall request an extension at least 14 days prior to the date indicated in subsection C.3. of this section.

4. The HOHD or MHOHD shall be maintained in compliance with the approved Waste Management Plan.

D. Crime Free Multi-Housing Program.

1. The property owner of an HOHD or MHOHD shall maintain compliance with the Flagstaff Police Department's Crime Free Multi-Housing Program, unless exempted by the Police Department's Crime Free Multi-Housing Program representative.

2. Prior to the issuance of the Conditional Certificate of Occupancy, or Certificate of Occupancy, whichever is first, or within 63 days of the approval of the Conditional Use Permit if a Certificate of Occupancy is not required, the property owner of a HOHD or MHOHD shall enter into an agreement with the City to comply with the Flagstaff Police Department's Crime Free Multi-Housing Program.

3. The property owner, or agent, shall:

   a. Utilize a Crime Free Lease Addendum, or an alternative approved by the Flagstaff Police Department's representative, as part of each tenant lease;

   b. Obtain written verification as part of a tenant lease that each tenant has received and agreed to the Crime Free Lease Addendum or the approved alternative; and

   c. Have completed the Flagstaff Police Department's Crime Free Multi-Housing Program required training within the Program's required time frames.

4. Within 182 days from the date of the agreement, the property owner, or managing agent, shall have completed the first phase requirements of the Flagstaff Police Department's Crime Free Multi-Housing Program.

5. **A new Flagstaff Police Department's Crime Free Multi-Housing Program first phase training and related requirements shall be completed within 182 days from the date of a change of ownership, management company, or a site manager of an existing HOHD or MHOHD.**

6. **Every two years from the date of the agreement, the property owner, or managing agent, shall complete the required training that complies with the Flagstaff Police Department's Crime Free Multi-Housing Program.**

**E. Additional Conditional Use Permit Criteria. In addition to the criteria of Section 10-20.40.050.E., the Planning and Zoning Commission shall not approve a Conditional Use Permit unless:**

1. **For the properties subject to Division 10-30.30 Heritage Preservation, the City's Historic Preservation Officer or the Heritage Preservation Commission has made a determination that the proposed HOHD or MHOHD has no adverse effect or has appropriately mitigated its effects on the historic cultural resource .**

2. **Adequate transit service is available to the Development Site containing four dwelling units or more. Adequate transit service from a Development Site to a permanent transit stop is:**

   a. **Less than or equal to 1,320 feet; or**

   b. **A distance greater than 1,320 feet when the Planning and Zoning Commission finds that the route to the permanent transit stop has adequate nighttime lighting and does not have a significant grade change, and the distance does not impede reasonable access to transit.**

   **The distance between the permanent transit stop to the Development Site shall be measured following a continuously improved sidewalk and/or public paved trail.**

Section 13. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, 10-40.60.260 Mixed Use, subsection D. Site Layout and Development Design Standards., to delete paragraph 2, as follows:

**10-40.60.260 Mixed Use**

D. **Site Layout and Development Design Standards.**

~~**2. There is no density limitation established for residential uses in mixed-use developments. Instead, applicable floor area ratio, building height, parking, landscaping, etc., standards will apply to provide a control on the bulk and mass of the development and the number of residential units permitted.**~~

Section 14. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, to add 10-50.80.061 Transit Pass Parking Reduction Pilot Program, to the list of sections in numerical order, as follows:

**Division 10-50.80:**

**Parking Standards**

Sections:


10-50.80.010 Purpose

10-50.80.020 Applicability

10-50.80.030 General Parking Standards

10-50.80.040 Number of Motor Vehicle Parking Spaces Required

10-50.80.050 Bicycle Parking

10-50.80.060 Parking Adjustments

**10-50.80.061 Transit Pass Parking Reduction Pilot Program**

10-50.80.070 Parking Alternatives

10-50.80.080 Parking Spaces, Parking Lot Design and Layout

10-50.80.090 Development and Maintenance


Section 15. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, Section 10-50.80.040 Number of Motor Vehicle Parking Spaces Required, subsection C. General to All Zones., Table 10-50.80.040.A: Number of Motor Vehicle Parking Spaces Required, as follows:

**Section 10-50.80.040 Number of Motor Vehicle Parking Spaces Required**

**C. General to All Zones.**

**Table 10-50.80.040.A: Number of Motor Vehicle Parking Spaces Required**

| Use | Number of Required Spaces |
|---|---|
| Residential | |
| ~~**Market Rate (all dwelling classifications)**~~ | |
| Single-Family Dwelling<br>~~**(Attached and Detached)**~~[1]<br>**(Attached and Detached)**[1] | 2.0 **spaces, plus 1 space for each additional bedroom above four bedrooms. The maximum number of required parking spaces shall not exceed 8 spaces.** |

| | |
|---|---|
| ~~Multifamily, Dwelling Duplex[1] and Triplex~~<br>**Multiple-Family Development and Duplex[1] Developments** | |
| **Unit Type** | |
| Studio **per unit** | 1.25 |
| 1 Bedroom **per unit** | 1.5 |
| 2 – 3 Bedrooms **per unit** | 2.0 |
| 4 Bedrooms **per unit** | 2.5 |
| 5+ Bedrooms **per unit** | ~~2.5~~ **3.0** spaces for the first **4 5** bedrooms plus 0.5 space for each additional bedroom |
| Guest Spaces ~~for Multifamily Dwelling Duplex and Triplex~~ (Includes spaces for boats and RVs) | 0.25 ~~per~~ **spaces for** each ~~2+ bedroom~~ unit **with two bedrooms and greater** |
| Affordable (All Dwelling Classifications) | |
| Studio | 1.0 |
| 1 Bedroom | 1.0 |
| 2 – 3 Bedrooms | 1.5 |
| 4+ Bedrooms | 2.0 |
| Guest Spaces for Multifamily Dwelling (Includes Boats and RVs) | 0.25 per each 2+ bedroom unit |
| **High Occupancy Housing Development** | |
| **a. Single-Family - Attached and Detached, Duplex, and Development Sites with three units or less** | **1 space per bedroom** |
| **b. Developments Sites with four units or more** | **The sum of:**<br>**1 to 75 bedrooms = 1 space per bedroom, plus**<br>**76 to 325 bedrooms = 0.90 spaces per bedroom, plus**<br>**326 to 650 bedrooms = 0.80 spaces per bedroom, plus**<br>**Greater than 650 bedrooms = 0.70 spaces per bedroom** |
| ~~Rooming and Boarding Facilities~~ | |
| ~~Private Rooms~~ | ~~1 per bedroom or sleeping room plus 1 for owner or manager~~ |
| ~~No Private Rooms~~ | ~~1 per 100 gsf plus 1 for owner or manager~~ |
| **Mixed-Use Developments** | |
| **Mixed-Use** | **1. 1 per 300 gsf of non-residential floor area, plus**<br>**2. One dwelling unit: 2 spaces**<br>**3. Two or more dwelling units: The spaces required for a Multiple-Family Development** |
| **Mixed-Use High Occupancy Housing Development** | **1. 1 per 300 gsf of non-residential floor area, plus**<br>**2. The spaces required for a High Occupancy Housing Development** |

| End Notes |
|---|
| [1] Parking reductions allowed in Section 10-50.80.060, Parking Adjustments, shall not apply to single-family dwellings and duplexes. |

Section 16. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, Section 10-50.80.050 Bicycle Parking., subsection B. Required Spaces., and add subsection C. Bicycle Parking Space Design., as follows:

**10-50.80.050 Bicycle Parking**

**B. Required Bicycle Parking Spaces.**

~~1. Two bicycle parking spaces, or five percent of required off-street parking spaces, whichever is greater, are required for all uses other than single-family uses.~~

~~2. Bicycle spaces shall be provided in accordance with the following requirements:~~

~~a. Bicycle parking shall consist of either a lockable enclosure (locker) in which the bicycle is stored or a rack to which the bicycle can be locked;~~

~~b. Lockers and racks shall be securely anchored to the pavement or a structure;~~

~~c. Racks shall be designed and installed to support the bicycle upright by its frame in two places in a manner that will not cause damage to the wheels and to permit the frame and one or both wheels to be secure;~~

~~Figure 10-50.80.050A~~

~~Correctly Designed Bicycle Rack~~



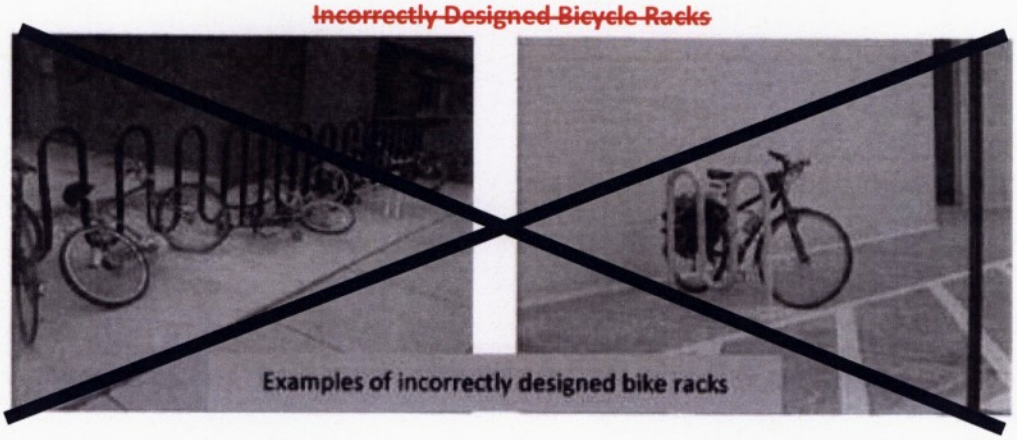
~~d. Areas containing bicycle spaces shall be surfaced with impervious surfaces such as concrete or pavers. Pervious pavements or gravel may be used where appropriate as determined by the Director;~~

~~e. When located within a parking area: curbs, fences, planter areas, bumpers, or similar barriers shall be installed and maintained for the mutual protection of bikes, motor vehicles, and pedestrians, unless determined by the Director to be unnecessary; and~~

~~f. Bicycle parking shall be placed in a convenient, highly visible, active, and well-lit location not more than 100 feet walking distance from the main entrance, but shall not interfere with pedestrian movements.~~

~~Figure 10-50.80.050B~~

~~Incorrectly Designed Bicycle Racks~~




~~C. Motor Vehicle Reduction. The Director may allow a reduction of motor vehicle parking spaces as established in Section 10-50.80.060(F).~~

~~D. Bicycle Parking Space Dimensions. All bicycle parking shall meet the following minimum dimensions:~~

~~1. Each bicycle parking space shall include a minimum area of 72 inches in length and 24 inches in width that is clear of obstructions;~~

~~2. No part of the rack shall be located closer than 30 inches to a wall or other obstruction;~~

~~3. The front or back of the rack shall be located no less than 48 inches from a sidewalk or pedestrian way; and~~

~~4. A minimum of 30 inches shall be provided between adjoining racks.~~

1. All uses, excluding a High Occupancy Housing Development and a Mixed-Use High Occupancy Housing Development.
   a. Minimum standard bicycle parking spaces required: The greater of two bicycle spaces, or 5% of the required vehicle parking.
   b. Maximum standard bicycle parking spaces required: 100 bicycle spaces.
   c. Location: Within 50 feet of the primary pedestrian entrance to the development and in accordance with the provisions of Appendix 1.4. The bicycle parking spaces shall be distributed throughout a Development Site that has multiple primary pedestrian entrances.
   d. Exceptions. Attached and Detached Single-Family and Duplex Developments are not required to provide standard bicycle parking spaces .
2. High Occupancy Housing Developments.
   a. Standard bicycle parking spaces.
      i. Minimum spaces required: Two bicycle spaces, or equal to 5% of the total number of bedrooms, whichever is greater.

ii. **Maximum spaces required: 40 bicycle spaces.**

iii. **Location: Within 50 feet of the primary resident pedestrian entrance to the development and in accordance with the provisions of Appendix 1.4.**

b. **Secure bicycle parking spaces.**

i. **Minimum spaces required: Equal to 15% of the total number of bedrooms.**

ii. **Location: A maximum of 20 secure bicycle parking spaces may be provided outside in secure bicycle lockers. The remainder of the required secure bicycle parking spaces shall be provided in a bicycle storage room or cage within a building or parking structure.**

c. **Exceptions. Single-Family and duplex High Occupancy Housing Developments are not required to provide standard or secure bicycle parking spaces .**

3. **Mixed-Use High Occupancy Housing Developments.**

a. **Minimum outdoor non-residential standard bicycle parking spaces required: Two bicycle spaces, or 5% of the required non-residential vehicle parking spaces, whichever is greater.**

b. **Location of non-residential standard bicycle parking spaces: Within 50 feet of the primary pedestrian entrance to the non-residential development and in accordance with the provisions of Appendix 1.4. The bicycle parking spaces shall be distributed throughout a Development Site that has multiple primary pedestrian entrances.**

c. **Minimum residential bicycle parking spaces required: Compliance with the High Occupancy Housing Developments requirements, subsection B.2. of this section.**

**C. Bicycle Parking Space Design.**

1. **Secure Bicycle Parking Spaces.**

a. **All indoor required secure bicycle parking spaces provided in a building or parking structure shall be designed in accordance with the provisions of Appendix 1.4., except as allowed in subsections C.1.b. of this section.**

b. **Bicycle lockers shall be designed in accordance with the provisions of Appendix 1.4.**

2. **Standard Bicycle Rack Design.**

a. **All required bicycle racks shall be designed in accordance with the provisions of Appendix 1.4.**

Section 17. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, Section 10-50.80.060 Parking Adjustments, as follows:

**10-50.80.060 Parking Adjustments**

A. **Transit**. In all zones, a parking reduction of up to 10 percent may be approved by the Director for any use within ~~one-quarter of a mile~~ **1,320 feet** of a ~~bus stop~~ **permanent transit stop, except for a High Occupancy Housing Development (HOHD) or a Mixed-Use High Occupancy Housing Development (MHOHD). The distance between the permanent transit stop to the Development Site shall be measured following a continuously improved sidewalk and/or public paved trail.**

B. **Shared On-Site Parking.** Where two or more uses on the same site or adjacent parcels have distinct and differing peak parking usage periods (e.g., a theater and a bank), a reduction in the required number of parking spaces as determined by the Director may be allowed in the following manner:

1. The reduction in number of required parking spaces shall be based on a parking demand study. The parking demand study shall be in accordance with established professional practices.

2. Approval shall also require a recorded covenant running with the land, recorded by the owner of the parking lot, guaranteeing that the required parking will be maintained exclusively for the uses served and remain for the duration of the use.

**C. Parking Demand Study – Reduced Parking.** ~~**Based on the completion and submittal of a parking demand study, the Director may approve a reduction in the amount of parking from that otherwise required by this division. The parking demand study shall be in accordance with established professional practices.**~~

1. **The property owner shall submit a study/plan prepared in accordance with the established professional traffic and parking practices by a registrant licensed to practice in the State of Arizona. The study/plan shall document how any reductions are calculated and the assumptions utilized in the calculations.**

2. **The Director may approve a reduction equal to, or less than, 30 percent of the total parking spaces required by this Division, except as required in subsection C.3. of this section. Any request greater than 30 percent requires the approval of the City Council.**

3. **Any request to use a Parking Demand Study to reduce the required parking for an HOHD or MHOHD shall be approved by the City Council.**

D. Traffic Management Plan Parking Reduction. The Director shall have the ability to reduce the parking requirements for office and other uses in Section 10-50.80.040, Number of Motor Vehicle Parking Spaces Required**, except for an HOHD or MHOHD**. A traffic management plan shall be submitted with an application for site plan review. A reduction may be granted if the following standards are met:

1. The amount of the reduction shall be no more than 90 percent of the proposed reduction in employee motor vehicle trips.

2. The buildings shall have a single user/owner who can effectively exercise control over compliance with the plan.

3. The traffic management plan shall be submitted by a registered traffic engineer and shall include data on the effectiveness of similar plans elsewhere.

4. The traffic management plan shall contain information on the strategies, designated parking, **incentives, company vehicles, staggered work hours, and information indicating the owner's** ability to provide and enforce these elements over time.

5. The Director may impose conditions that are needed to ensure the long-term compliance to the plan, including but not limited to a reserve parking area, phasing, or contributions to transit or other alternative means of transportation.

E. Parking Reduction for Forest Resources. The number of parking spaces required for a new development may be reduced by no more than five percent if existing native trees such as ponderosa pine trees are located within parking areas (but not circulation areas) and these trees are required to be preserved to satisfy the requirements for forest resource protection as defined in Division 10-50.90, Resource Protection Standards**, except for an HOHD or MHOHD**. An applicant shall demonstrate to the satisfaction of the Director that by incorporating these existing native trees

within the parking area, adequate measures are taken during construction to ensure that the trees are protected from construction activity.

F. Bicycle Parking Reduction. The Director may allow a reduction of one required motor vehicle parking space for each four bicycle parking spaces provided to a maximum of five percent of the required motor vehicle parking ~~spaces.~~ **spaces, except for an HOHD or MHOHD.**

G. Motorcycle Parking Reduction. A reduction of one parking space for multifamily residential and nonresidential uses may be allowed by the Director if one motorcycle parking space for every 25 required motor vehicle spaces is provided, subject to the following standards:

1. Each motorcycle space shall be easily accessible and have adequate space for a standard-size motorcycle, i.e., a minimum dimension of four feet by nine feet.
2. Motorcycle parking areas shall be clearly identified with appropriate striping.

Section 18. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, to add Section 10-50.80.061 Transit Pass Parking Reduction Pilot Program, as follows:

**Division 10-50.80: Parking Standards**

**10-50.80.061 Transit Pass Parking Reduction Pilot Program**

**A. The purpose of the Transit Pass Parking Reduction Pilot Program (TPPR) is to allow:**

**1. Property owners the option to reduce a development's vehicle parking requirements by providing annual transit passes to tenants and employees; and**

**2. The City to determine the effectiveness of the program to reduce a development's parking demand, and to determine if the tenants and employees are utilizing transit.**

**B. Program Term. Unless otherwise extended by a separate ordinance approved by the City Council, the TPPR shall terminate at 11:59 p.m. on December 31, 2026.**

**C. Maximum Parking Reduction. The Director may approve up to a 20 percent reduction in the parking requirements of Section 10-50.80.040 in accordance with the minimum requirements of subsection D of this section, and the approval of a transit pass agreement specified in subsection E of this section.**

**1. This reduction shall not be approved on a site that utilizes any reduction specified in 10-50.80.060.**

**D. Minimum Requirements.**

**1. The TPPR is only available to HOHD and MHOHD developments.**

**2. This reduction may only be approved for an HOHD or MHOHD that has a vehicle parking requirement equal to, or greater than, 100 spaces.**

**3. The total residential parking requirement shall not be reduced to an amount less than 0.65 spaces per bedroom. The required parking for a development shall be calculated in accordance with Table 10-50.80.040.A. before any reduction is applied.**

4. The TPPR is only available to a Development Site within 1,320 feet of a permanent transit stop. The distance between the permanent transit stop to the Development Site shall be measured following a continuously improved sidewalk and/or public paved trail..

5 The property owner shall make available annual transit passes to all tenants and employees of the HOHD or MHOHD. The transit pass(es) shall be provided at no cost to the tenants and employees. No tenant and employee shall be refused a transit pass.

6. The requirement to provide the transit passes shall be perpetual, unless the property owner provides the minimum number of parking spaces required (without any TPPR parking reduction) by the Zoning Code for the Development Site, and the Transit Pass Agreement of subsection E of this section is terminated.

7. The termination of the TPPR does not alleviate a property owner from providing the transit passes that are required for participation in the TPPR until the Transit Pass Agreement is terminated and the minimum parking spaces are provided as set forth herein.

E. Transit Pass Agreement.

1. The Director may enter into a Transit Pass Agreement with the property owner to allow a reduction in the required number of residential parking spaces in accordance with the provisions of this section. The agreement shall be in a form satisfactory to the City Attorney, or designee.

2. The agreement shall be perpetual unless terminated in accordance with the provisions of this section and the agreement.

3. The agreement shall include, but is not limited to:

   a. The type of transit passes to be provided;

   b. Notification requirements to tenants and employees of the availability of transit passes to them at no cost;

   c. A requirement to obtain, maintain, and provide the City with the following information:

      i. The number and types of transit passes requested and provided;

      ii. Utilization frequency reports from the transit provider;

      iii. Documentation of the annual transit pass proof of purchase;

      iv. Bedroom occupancy rates; and

      v. The number of tenant vehicles stored onsite and offsite within the city of Flagstaff.

   d. An agreement to assist the City of Flagstaff employee(s) and/or City contractor(s) in the collection of vehicle and/or transit usage data, and other City studies to determine the effectiveness of the TPPR;

   e. Reasonable access for City of Flagstaff employee(s) and/or City contractor(s) to study and count onsite parking utilization rates upon delivery of a written notice;

   f. Annual reporting requirements;

   g. Violations and remedies; and

   h. Any other provision necessary as determined by the City Attorney, Director, or designee to document the requirements and enforcement of this section and the agreement.

4. **The agreement shall be approved by the Director and property owner prior to the issuance of any building permit for the Development Site.**
5. **The City shall record the approved Transit Pass Agreement against the real property of the Development Site. Recordation fees shall be paid by the property owner prior to the issuance of any building permit for the Development Site.**

Section 19. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, 10-50.80.080 Parking Spaces, Parking Lot Design and Layout, subsection K, as follows:

**10-50.80.080 Parking Spaces, Parking Lot Design and Layout**

**K. Tandem Parking.** ~~**Tandem parking is permitted in all zones for single-family residences, accessory dwelling units, and duplexes as follows:**~~

1. **Tandem parking is allowed in all:**
   a. **Zones for single-family attached and detached dwelling units, and accessory dwelling units; and**
   b. **Non-Transect Residential Zones for duplex developments.**

~~**1.**~~**2.** Both tandem parking spaces satisfy the parking requirement of ~~**one**~~ **one-dwelling unit.** ~~**residential unit; and**~~

**2. 3.** Neither of the tandem parking spaces shall be for required accessible parking spaces.

Section 20. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.080 Bungalow Court, subsection F, as follows:

**10-50.110.080 Bungalow Court**

| F. Vehicle Access and Parking |
| --- |
| Parking spaces may be enclosed, covered or open. |
| Spaces may be individually accessible by the units and/or via a common parking area located at the rear or side of the lot. |
| ~~**Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.**~~ |

Section 21. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.090 Duplex, Side-by-Side, subsection F, as follows:

**10-50.110.090 Duplex, Side-by-Side**

| F. Vehicle Access and Parking |
| --- |
| Parking spaces may be enclosed, covered or open. |
| ~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~ |

Section 22. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.100 Duplex Stacked, subsection F, as follows:

**10-50.110.100 Duplex, Stacked**

| F. Vehicle Access and Parking |
| --- |
| Parking spaces may be enclosed, covered or open. |
| ~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~ |

Section 23. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.110 Duplex, Front-and-Back, subsection F, as follows:

**10-50.110.110 Duplex, Front-and-Back**

| F. Vehicle Access and Parking |
| --- |
| Parking spaces may be enclosed, covered or open. |
| ~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~ |

Section 24. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.120 Stacked Triplex, subsection F, as follows:

**10-50.110.120 Stacked Triplex**

| F. Vehicle Access and Parking |
|---|
| Where an alley is present, parking and services shall be accessed from the alley. |
| Parking spaces may be enclosed, covered or open. |
| ~~**Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.**~~ |

Section 25. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.080 Definitions, "H", to add the term "High Occupancy Housing Development (HOHD)" and related terms, as follows:

**Section 10-80.20.080 Definitions, "H"**

**High Occupancy Housing Development (HOHD): Means any of following: High Occupancy Housing Development, Single-Family; High Occupancy Housing Development, Two-units; High Occupancy Housing Development, Three-units; and High Occupancy Housing Development, Four-units and Greater (see definitions below). HOUSING DEVELOPMENT, EITHER FOR RENTAL OR PURCHASE, IN WHICH ALL DWELLING UNITS ARE PERMANENTLY AFFORDABLE AND OFFERED AT 60 PERCENT OF THE AREA MEDIAN INCOME (AMI) IN COMPLIANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGULATIONS SHALL NOT BE CATEGORIZED AS HIGH OCCUPANCY HOUSING DEVELOPMENT, REGARDLESS OF THE NUMBER UNITS, BEDROOMS, OR ZONING.**

**High Occupancy Housing Development, Single-Family: A single-family attached or detached dwelling unit with:**

a. **Seven or more bedrooms; or**
b. **Five or more sanitation facilities.**

**High Occupancy Housing Development, Two-units: A lot or parcel containing two dwelling units, excluding an Accessory Dwelling Unit, with:**

a. **More than a total of seven bedrooms; or**
b. **One or more dwelling unit(s) containing four or more sanitation facilities.**

**High Occupancy Housing Development, Three-units: A lot or parcel containing three dwelling units with:**

a. **More than a total of nine bedrooms; or**

b. **One or more dwelling unit(s) containing four or more sanitation facilities.**

High Occupancy Housing Development, Four-units and Greater: A Development Site containing four or more dwelling units where:

a. **More than 20 percent of the total dwelling units have four bedrooms or more;**

b. **One or more of the dwelling unit(s) containing four or more sanitation facilities; or**

c. **The total number of dwelling units per acre, or bedrooms per acre, requires a Conditional Use Permit for an HOHD in accordance with the building form and property development standards of the property's designated Non-Transect Zone; or, if the property owner has elected a Transect Zone, the density is greater than 29 dwelling units per acre or 72.5 bedrooms per acre.**

Section 26. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.130 Definitions, "M", to add the term "Mixed-Use High Occupancy Housing Development (MHOHD)", as follows:

**10-80.20.130 Definitions, "M"**

**Mixed-Use High Occupancy Housing Development (MHOHD):**

1. **A mixed-use development with:**

   a. **More than 20 percent of the total dwelling units have four bedrooms or more;**

   b. **One or more dwelling unit(s) containing four or more sanitation facilities; or**

   c. **The total number of dwelling units per acre, or bedrooms per acre, requires a Conditional Use Permit for an MHOHD in accordance with the building form and property development standards of the property's designated Non-Transect Zone; or, if the property owner has elected a Transect Zone, the density is greater than 29 dwelling units per acre or 72.5 bedrooms per acre.**

2. **MIXED-USE HOUSING DEVELOPMENT, EITHER FOR RENTAL OR PURCHASE, IN WHICH ALL DWELLING UNITS ARE PERMANENTLY AFFORDABLE AND OFFERED AT 60 PERCENT OF THE AREA MEDIAN INCOME (AMI) IN COMPLIANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGULATIONS SHALL NOT BE CATEGORIZED AS HIGH OCCUPANCY HOUSING DEVELOPMENT, REGARDLESS OF THE NUMBER OF UNITS, BEDROOMS, OR ZONING.**

Section 27. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.180 Definitions, "R", to add the terms "Ratio, Bedroom-to-Dwelling Unit," and "Ratio, Bedroom-to-Sanitation Facility" as follows:

**Section 10-80.20.180 Definitions, "R**

**Ratio, Bedroom-to-Dwelling Unit: The total number of bedrooms divided by the total number of dwelling units.**

**Examples: An HOHD has a total number of 1160 bedrooms and 350 dwelling units. The Bedroom-to-Dwelling Unit Ratio is:**

$$\frac{\text{1160 bedrooms}}{\text{350 dwelling units}} = 3.31$$

Section 28. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.190 Definitions, "S", to modify the term "Sanitation Facilities," as follows:

**Section 10-80.20.190 Definitions, "S"**

Sanitation ~~Facilities~~ **Facility:** A **delineated area for bathing** ~~bathroom~~ that contains ~~any combination of, or individually,~~ a toilet, ~~shower,~~ sink, and a shower or~~,~~ tub ~~or related bathing and sanitation fixtures~~. **The fixtures** (toilet, sink, **and a shower or** tub) **may be located in a room or in close proximity that functions as a** Sanitation **Facility as determined by the Zoning Administrator.**

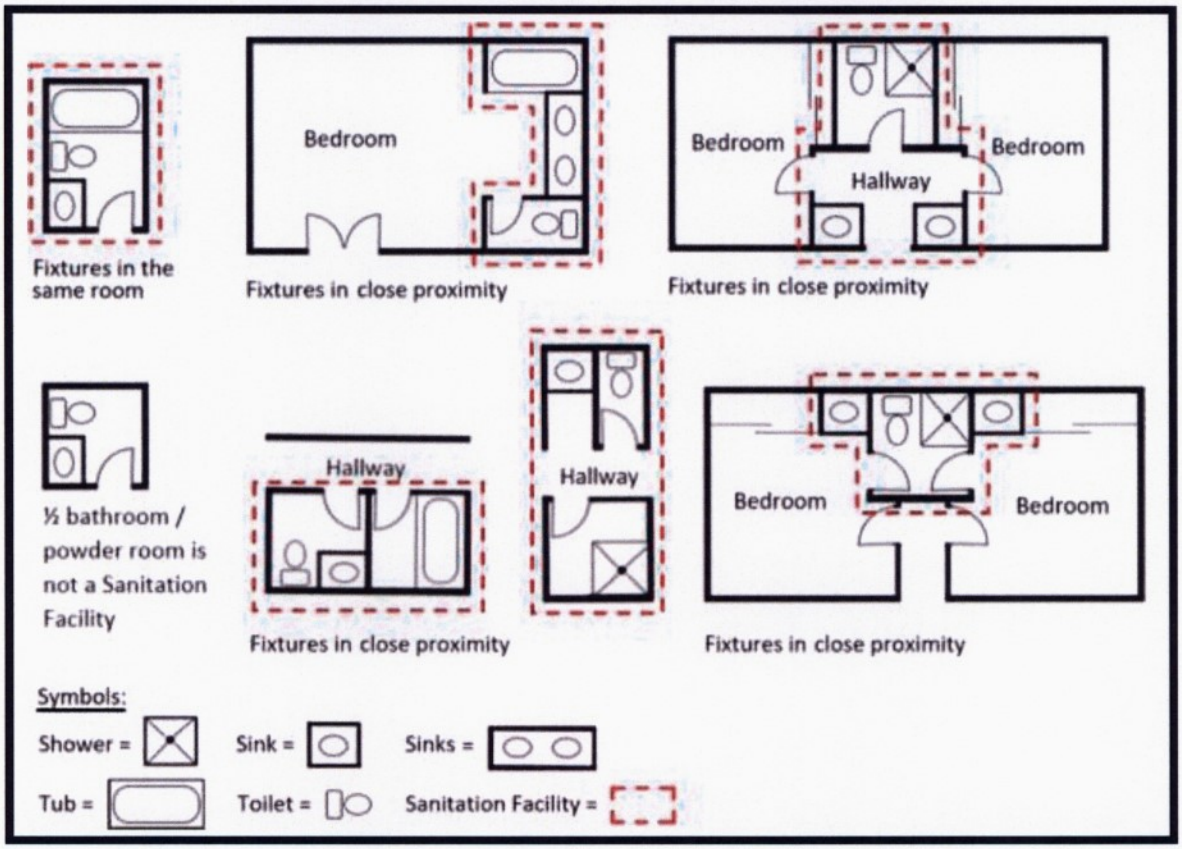



**Figure 10-80.20.190 Sanitation Facility Examples**

Section 29. Amend Title 10 FLAGSTAFF ZONING CODE, APPENDICES to add Appendix 1.4 Bicycle Parking Space Design Requirements, to the list, as follows:

**APPENDICES**

| | |
|---|---|
| Appendix 1.1 | Design Guidelines |
| Appendix 1.2 | Additional Information on Smart Growth and Traditional Neighborhood Developments |
| Appendix 1.3 | Sustainability Guidelines |
| **Appendix 1.4** | **Bicycle Parking Space Design Requirements** |
| Appendix 2 | Planning Fee Schedule |
| Appendix 3 | City of Flagstaff Landscape Plant List |
| Appendix 4 | Outdoor Lighting Reference Material |
| Appendix 5 | Additional Information Applicable to Division 10-50.90, Resource Protection Standards |
| Appendix 6 | Additional Information on Affordable Housing |
| Appendix 7 | List of Major Arterial Streets |

Section 30. Amend Title 10 FLAGSTAFF ZONING CODE, APPENDICES, to add Appendix 1.4 Bicycle Space Design Requirements, as follows:

**APPENDICES**

**Appendix 1.4**
**Bicycle Space Design Requirements**

**1.4.010 Purpose**

**A. It is the purpose of this Appendix to establish the minimum acceptable standards for bicycle parking spaces that are required by the Zoning Code.**

**1.4.020 Applicability**

**A. Requirements of this Appendix shall apply to all bicycle parking spaces provided on a Development Site within** the Flagstaff city limits.

**1.4.030 Standard Bicycle Rack Design Requirements**

**A. Rack Design.**

**1. Each rack shall be provided in accordance with one of the designs indicated in Figure 1.4.030.A., unless an alternative design is allowed in accordance with subsection C of this section.**

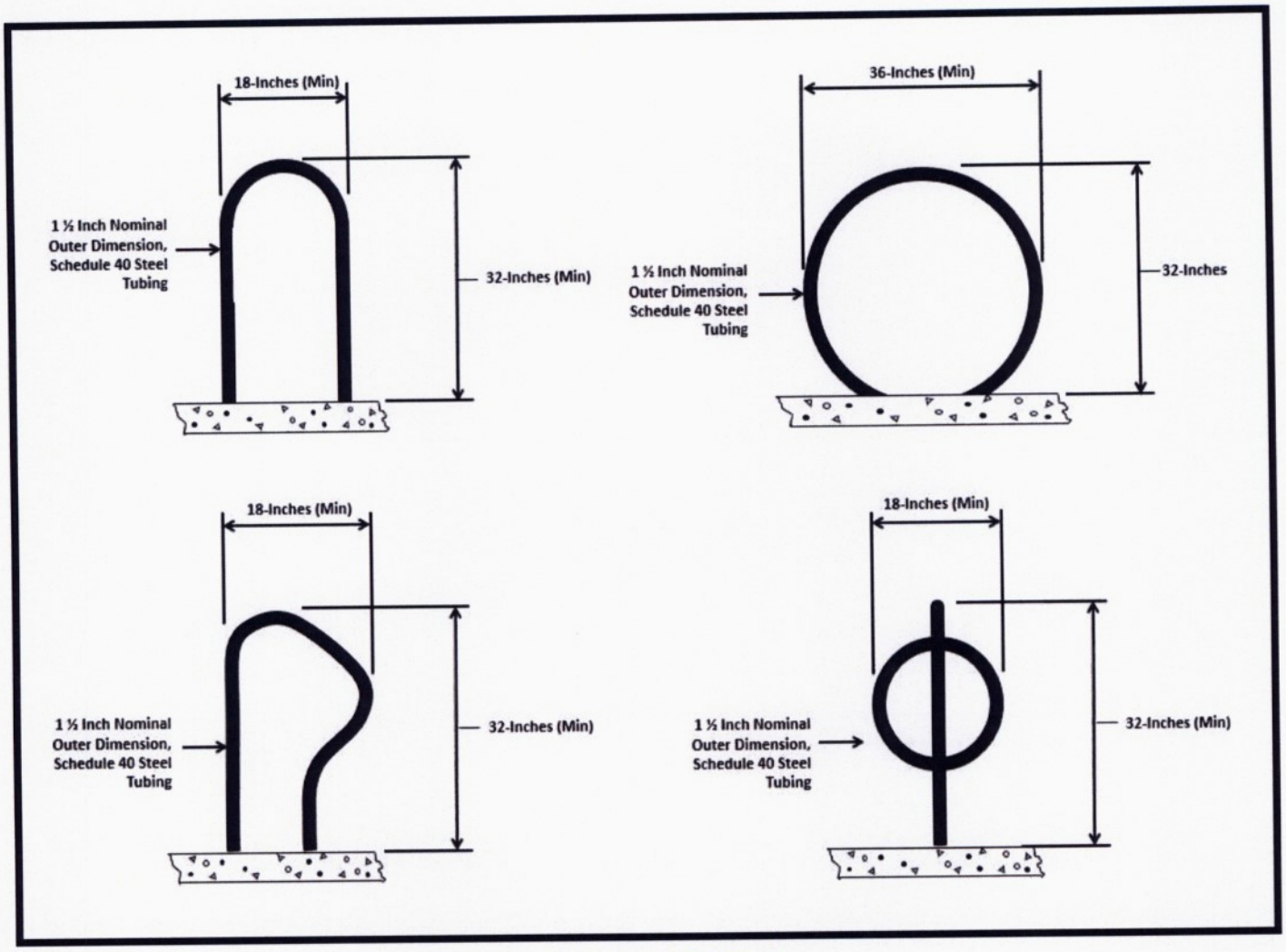



**Figure 1.4.030.A. Rack Designs**

**B. Rack Placement.**

**1. The bicycle rack(s) shall be:**

**a. Placed in an area that complies with the location provisions of Section 10-50.80.050.B., is highly visible, well-illuminated, has frequent pedestrian activity, and is in accordance with Figure 1.4.030.B.1.;and**

**b. Securely mounted with a tamper-proof mounting technique to an impervious concrete, paver, or asphalt surface, unless an alternative surface is approved by the Director.**

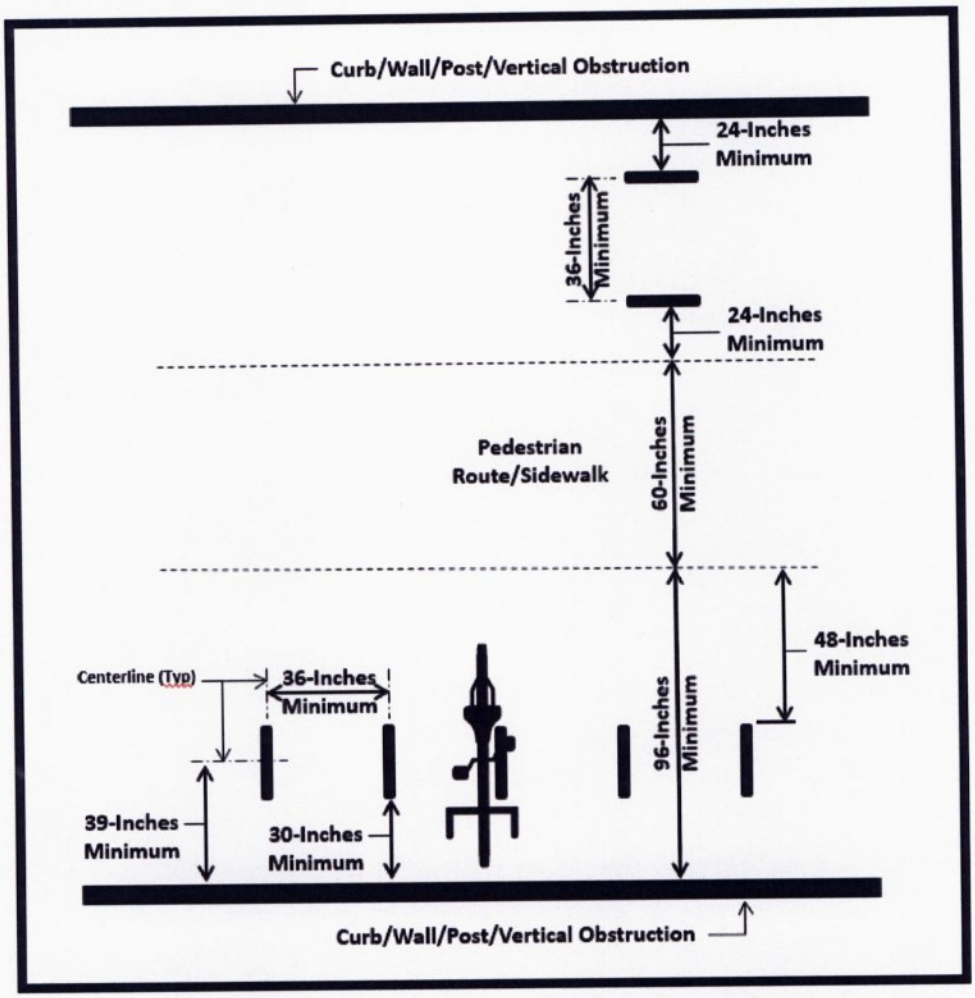



Figure 1.4.030.B.1. Bicycle Rack Placement

2. The placement of a bicycle rack shall not interfere with pedestrian movements.
3. Any bicycle rack(s) located within a parking area shall be within a barrier consisting of bollards, curbs, curb-bumpers, fences, planting areas, or a similar barrier approved by the Director.

C. Alternative Bicycle Rack Designs. The Director may approve an alternative rack design that complies with the following requirements:

1. The rack shall allow the bicycle frame and one or both wheels to be secured with a standard U-lock;
2. The rack shall be designed to support a bicycle frame in two places in a manner that does not cause damage to the wheels or allow the bicycle to tip over;
3. The rack shall be constructed of a material of sufficient strength that resists cutting, rust, bending, and deformation (Schedule 40 metal pipe is the minimum standard); and
4. The rack is not a design similar to types indicated in Figure 1.4.030.C.4.

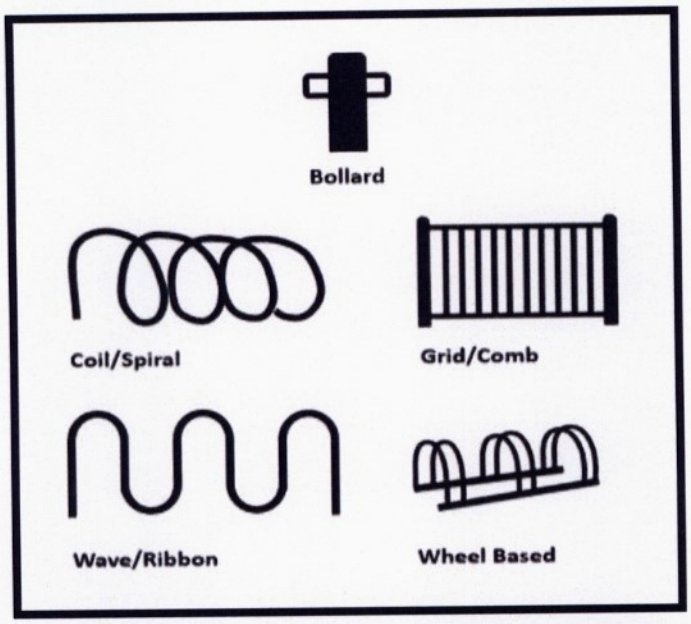



Figure 1.4.030.C.4. Unacceptable Bicycle Rack Designs

1.4.040 Standards for Indoor Secure Bicycle Parking Spaces

A. Secure Bicycle Parking Space Design.

1. The required secure bicycle parking spaces shall be in separate room(s) or cage(s) (the "Facilities") designed for bicycle storage within a building or parking structure.
2. The Facilities shall be:
    a. On the ground level, or another level that has elevator access, provided that the elevator has an interior width or depth of at least six feet;
    b. Accessed through a door or gate that utilizes an electronic keypad and code, security pass card, or a similar electronic system approved by the Director;
    c. In a location that is illuminated in accordance with the Illuminating Engineering Society (IES) of North America (IESNA) standards for security;
    d. Limited to the storage of bicycles; and
    e. Include bicycle racks or lockers.
3. The bicycle rack(s) shall:
    a. Conform with Section 1.4.030.A., unless an alternative design is allowed in accordance with Section 1.4.030.C.;
    b. Be securely mounted with a tamper-proof mounting technique to an impervious concrete, paver, or asphalt surface; and
    c. Be placed in accordance with Figure 1.4.040.A.3.c., unless an alternative configuration is approved by the Director.

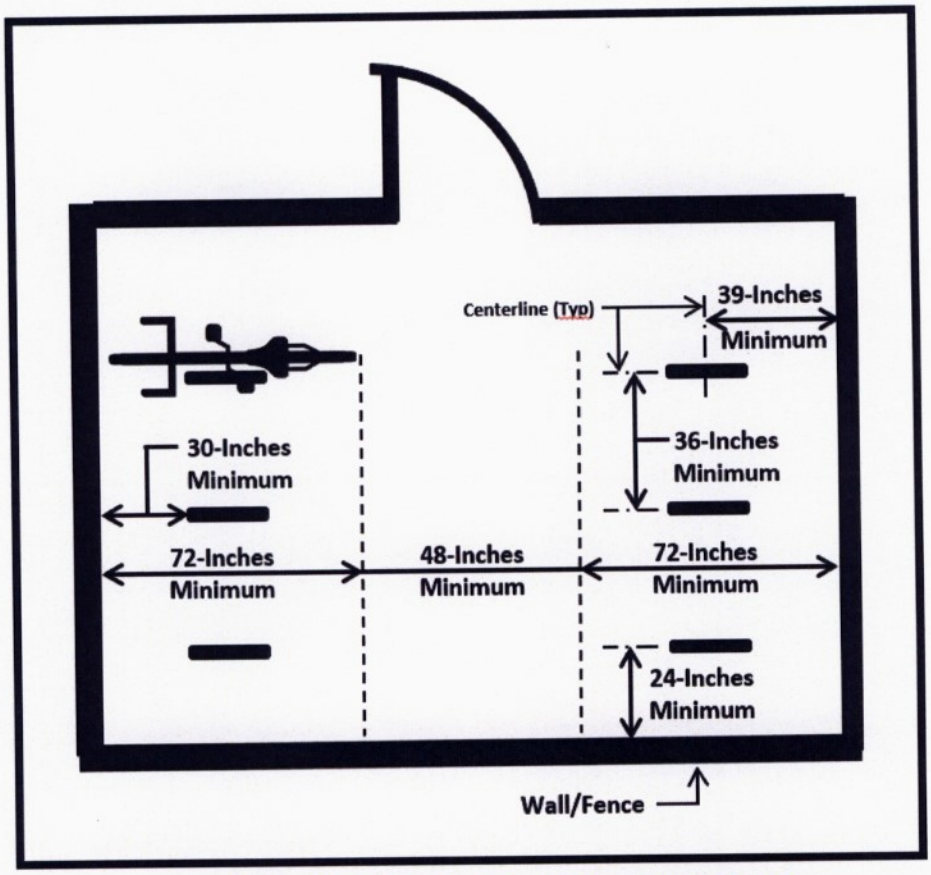



Figure 1.4.040.A.3.c. Bicycle Storage Room/Cage

1.4.050 Standards for Bicycle Lockers

A. Bicycle Locker Design and Location Requirements.

1. The lockers shall be constructed of metal. If windows are provided in the locker, the windows shall be constructed with unbreakable material. Plastic lockers are prohibited.
2. The lockers shall utilize an integral mechanical or digital ("smart") locking mechanism. Lockers that use hasp or mechanisms that allow the use of user locks is prohibited.
3. Stacked lockers shall have a wheel track to guide the bicycle into the locker.
4. Lockers located within a parking area shall be within a barrier consisting of bollards, curbs, curb-bumpers, fences, planting areas, or similar barriers approved by the Director.
5. Lockers placed outdoors shall be within 50 feet of a primary resident entry to a building. The locker(s) shall not be placed between a building and a street.
6. The lockers shall be in a location that is illuminated in accordance with the Illuminating Engineering Society (IES) of North America (IESNA) standards for security.
7. Lockers placed in a building or parking structure shall be on the ground level, or another level that has elevator access, provided that the elevator has an interior width or depth of at least six feet.
8. The placement of a locker shall not interfere with pedestrian movements.

9. The size and placement of the lockers shall conform with Figure 1.4.050.A.9., unless an alternative configuration is approved by the Director.

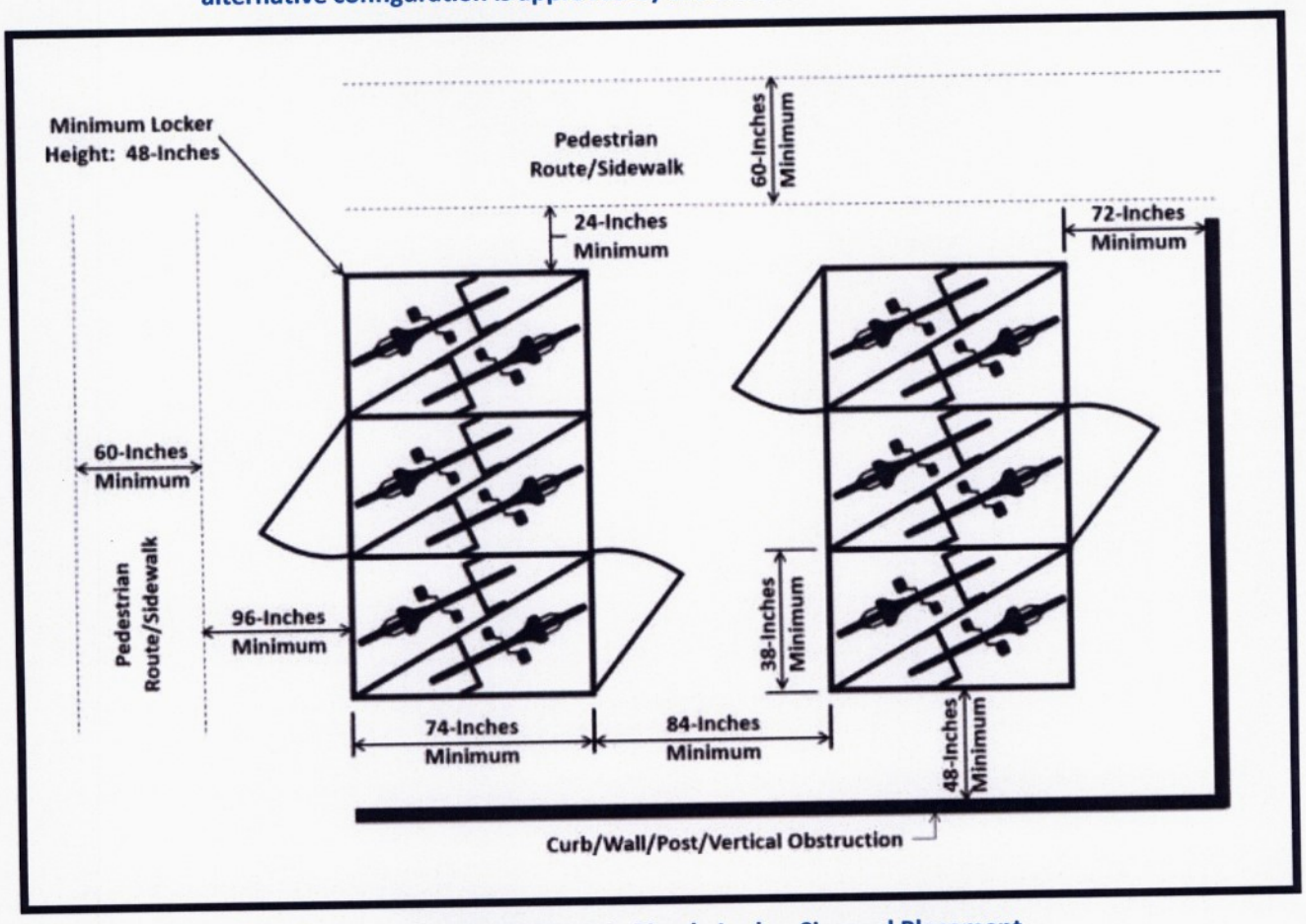



Figure 1.4.050.A.9. Bicycle Locker Size and Placement

**ORDINANCE NO. 2022-04**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "PZ-21-00282 UPDATES TO ZONING CODE – RESIDENTIAL SUSTAINABLE BUILDING INCENTIVES"; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, the City of Flagstaff wishes to amend Title 10 Flagstaff Zoning Code of the Flagstaff City Code, to modify the existing residential sustainable building standards; and

WHEREAS, a citizen review session was held at the Planning Commission work session on January 26, 2021, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held public hearing on February 9, 2022, and provided a recommendation to City Council on proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services section of the Community Development division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings of Section 10- 20.50.040 of the Flagstaff Zoning Code have been met; and

WHEREAS, that certain document known as *"PZ-21-00282 Updates to Zoning Code – Residential Sustainable Building Incentives"*, one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2022-05.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. That certain document known as "PZ-21-00282 Updates to Zoning Code – Residential Sustainable Building Incentives", one (1) paper copy and (1) electronic copy are on file in the office of the City Clerk of the City of Flagstaff, Arizona, which document is declared a public record by Resolution No. 2022-05 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

SECTION 3. The amendment is consistent with and conforms to the goals of the Regional Plan (General Plan).

SECTION 4. The amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 8. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 9. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of March, 2022.

MAYOR

ATTEST:

Stacy Saltzburg
CITY CLERK

APPROVED AS TO FORM:

For
CITY ATTORNEY

**RESOLUTION NO. 2022-05**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "PZ-21-00282 UPDATES TO ZONING CODE – RESIDENTIAL SUSTAINABLE BUILDING INCENTIVES"**

**RECITALS:**

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2022-04, by first declaring said amendments to be a public record.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. In General.

That certain document known as *"PZ-21-00282 Updates to Zoning Code – Residential Sustainable Building Incentives"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041, and said copies shall remain on file with the City Clerk.

SECTION 2. Effective Date.

This resolution shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of March, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

For

CITY ATTORNEY

Exhibits:
A. PZ-21-00282 Updates to Zoning Code – Residential Sustainable Building Incentives

**Case No. PZ-21-00282 Updates to Zoning Code – Residential Sustainable Building Incentives**

Amendment for Adoption in Flagstaff Zoning Code

**HOW TO READ THIS DOCUMENT**

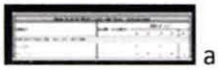
Unless otherwise stated, provisions that are being deleted are shown in bold red strikethrough text, like this: ~~**Provisions that are being deleted are shown with a bold red strikethroughs text.**~~

Provisions that are being added are shown in bold blue text, like this: **Provisions that are being added are shown in bold blue text.**

Graphics/Figures that are being deleted are indicated with an "X" over the graphic/figure.

Graphics/Figures that are being added are indicated with a border  around the graphic/figure.

Tables that are being deleted are indicated with an "X" over the Tables.

Tables that are being added are indicated with a thick border  around the Tables.

Section 1. Amend Title 10 Flagstaff Zoning Code, Division 10-30.70: Residential Sustainable Building Standards, Section 10-30.70.010 Purpose, as follows:

**Division 10-30.70:**
**Residential Sustainable Building ~~Standards~~ Incentives**

**10-30.70.010 Purpose**

A. This division implements the City's desire to foster the production of energy and resource efficient residential buildings ~~**and the expansion and installation of renewable energy technologies**~~. The City recognizes that ~~**energy**~~ resources are scarce and valuable, and that one of the ways to develop a truly sustainable community is to encourage the development of sustainable buildings. ~~**The standards in this division are interim requirements until such time as the City's Building Code or Energy Conservation Code are amended with standards that meet or outperform the requirement for HERS 50 energy efficiency as provided in Section 10-30.70.040(D).**~~

Section 2. Amend Title 10 Flagstaff Zoning Code, Division 10-30.70: Residential Sustainable Building Standards, Section 10-30.70.030 Density Bonus, subsection B Market Rate Residential Units and Table 10-30.70.030.A: Percentage of Housing Units Meeting HERS 50 and Corresponding Density Bonus, as follows:

**10-30.70.030 Density Bonus**

B. Market Rate Residential Units. ~~**For market rate residential units the density bonus established in Table 10-30.70.030.A shall apply:**~~ **When a development complies with Section 10-30.70.040., a**

density increase of 25% above the maximum density permitted in the designated zone shall be allowed. The additional units and bedrooms shall not be included in the calculations for determining if a development is considered a High Occupancy Housing Development.

~~Table 10-30.70.030.A: Percentage of Housing Units Meeting HERS 50 and Corresponding Density Bonus~~

| ~~Market Rate Housing Units~~ | |
|---|---|
| ~~% of Units Meeting HERS 50 Standard~~ | ~~% of Density Bonus~~ |
| ~~25%~~ | ~~10%~~ |
| ~~50%~~ | ~~15%~~ |
| ~~75%~~ | ~~20%~~ |
| ~~100%~~ | ~~25%~~ |

Section 3. Amend Title 10 Flagstaff Zoning Code, Division 10-20.40: Permits and Approvals, Section 10-30.70.040 Minimum Standards, as follows:

**10-30.70.040 Minimum Standards**

~~In order to~~ To qualify for density bonuses established in Section 10-30.70.030, Density Bonus, the ~~following minimum prerequisites (subsections (A) through (D) of this section) shall be satisfied~~ development must meet requirements in each of the four following areas:

A. Water Resource Protection. ~~Each new~~ The development shall ~~apply~~ comply with at least one of the following:

1. The landscape design for the development shall not include an oasis zone (hydrozone 1) as otherwise permitted in Section 10-50.60.050 (C), Oasis Allowance, and Section 10-50.60.060, Hydrozones; or

2. ~~Multifamily residential developments of~~ Developments with 20 or more dwelling units shall be connected to the City's reclaimed water system for use in irrigation; or

3. ~~Housing units~~ All buildings within a residential development shall be dual plumbed so that rainwater captured in an active rainwater harvesting system can be used in addition to potable water subject to applicable State, County and City standards; or

4. ~~Housing units~~ All buildings within a residential development shall be dual plumbed for the use of greywater in toilets subject to applicable State, County and City standards.

B. Transportation and Air Quality. ~~Each new development shall apply at least one of the following:~~ The development shall comply with subsection B.1. or B.2. of this section.

~~1. The development site is located within at least one-quarter mile of a bus stop; or~~

~~2. The development is located within at least one-quarter mile of a FUTS trail or connected to it; or~~

~~3. Residential electrical systems are designed for electric vehicle charging.~~

1. Electric vehicle charging.

   a. Developments with five or more dwelling units. Electric Vehicle Charging Supply Equipment (EVSE) shall be provided in accordance with Table 10-30.70.040.B.1.

| Table 10-30.70.040.B.1.<br>Parking spaces with EVSE for<br>Residential Developments with more than 20 units | |
|---|---|
| **Parking Spaces Provided** | **Spaces with Electric Vehicle Supply Equipment Required** |
| 1 – 50 Spaces | 2 Space |
| 51 – 100 Spaces | 4 Spaces |
| 101 and Above Spaces | 6 Spaces |

   b. Developments with less than five dwelling units. All dwelling units shall have one vehicle parking space with an electrified 240-volt outlet socket.

2. The Development Site shall be located within 1,320 feet of a permanent transit stop. The distance between a permanent transit stop and Development Site shall be measured following a continuously improved sidewalk and/or public trail unless otherwise approved by the Director and Sustainability Director.

C. **Waste Reduction** and Management. ~~During Construction. Each new~~ The property owner of the development shall ~~have a written solid waste program that includes at least two of the following three elements:~~ obtain approval from the Sustainability Director, or designee, of both a Materials Management Plan, and a Construction and Demolition Waste Management Plan, both demonstrating a significant reduction in landfill waste. The plans shall be provided in accordance with the requirements on file with the City's Sustainability program.

~~1. A plan for the recycling or reuse of all paper, cardboard, plastics, and metals;~~

~~2. A plan for the recycling or reuse of all lumber scraps so that they are diverted from the landfill; and~~

~~3. A plan for the diversion of all masonry, gypsum and cementitious materials so that they are diverted from the landfill.~~

D. Energy Efficiency. The development shall comply with the requirements in one of the following categories and any required certification or verification of compliance shall be provided by an approved third-party verified/certified professional and approved by the Sustainability Director, or designee:

~~1. In order to qualify for the density incentive established in Table 10-30.20.050.A, Percentage of Affordable Housing Units and Corresponding Density Bonus, an efficiency standard that is 50 percent of the HERS Reference Home rating established in the 2003 International Energy Conservation Code as measured on the HERS (Home Energy Rating System) index shall be met. Solar collectors, including solar thermal and photovoltaic systems, may be installed to ensure that the residence qualifies.~~

~~2. An applicant applying the HERS rating system to receive the density bonuses allowed under Section 10-30.70.030, Density Bonus, shall obtain independent third-party verification that the minimum HERS rating has been achieved before the density bonus is applied, to the satisfaction of the Director and the Building Official.~~

1. All-electric, Zero Energy Building.

    a. All residential buildings, and residential areas of a Mixed Use Development, including residential leasing and operation areas, of the development shall be constructed in compliance with and verified as a Zero Energy Building as defined by U.S. Department of Energy; and

    b. Natural gas plumbing shall not be provided within the development.

2. All-electric, Energy-Efficient Building.

    a. All residential buildings, and residential areas of a Mixed-Use Development, including residential leasing and operation areas, of the development shall:

        i. Achieve bronze-level certification within the National Green Building Standard (ICC-700), as amended, for all residential buildings of the development; and

        ii. Be constructed to achieve a building energy efficiency that is equal to or greater than a 15% improvement over the City of Flagstaff's current energy code as specified in the Building Code. The U.S. Department of Energy's REScheck software, or another method approved by the Building Official shall be used to demonstrate compliance energy efficiency requirements; and

    b. Natural gas plumbing shall not be provided within the development, unless approved by the Sustainability Director, or designee. Acceptable exceptions for the use of natural gas include:

        i. Fireplaces and outdoor grills provided in common and shared use areas and cooking appliances within non-residential uses of a Mixed Use Development; and

        ii. Other uses that do not significantly increase the annual carbon emissions of the development, as approved by the Sustainability Director, or designee.

3. All-Electric Building with Verified Performance in Energy, Water, and Air Quality.

    a. All residential buildings and residential areas of a Mixed-Use Development, including residential leasing and operation areas, of the development shall achieve the U.S. Environmental Protection Agency's:

i. **Energy Star Multifamily New Construction Certification, or Energy Star for Homes New Construction Certification; and**

ii. **Indoor airPLUS label; and**

b. **All residential buildings will meet the requirements of the WaterSense for Homes 2.0 Mandatory Checklist, available on file with the City's Sustainability Program.**

c. **Natural gas plumbing shall not be provided within the development.**

Section 4. Amend Title 10 Flagstaff Zoning Code, Division 10-20.40: Permits and Approvals, Section 10-30.70.050 Development Agreement, as follows:

**10-30.70.050 ~~Development~~ Residential Sustainable Building Incentive Agreement**

~~**All applicants seeking to implement the residential sustainable building and affordable housing density bonuses allowed in Table 10-30.20.050.A, Percentage of Affordable Housing Units and Corresponding Density Bonus, shall enter into a development agreement with the City of Flagstaff. Refer to Section 10-20.40.060, Development Agreements.**~~

A. **The property owner shall enter into a Residential Sustainable Building Incentive Agreement, or other agreement approved by the City, to allow an increase in residential density in accordance with the provisions of this Division. The agreement shall be in a form satisfactory to the City Attorney, or designee, and recorded against the property.**

Section 5. Amend Title 10 Flagstaff Zoning Code, Division 10-80.20 Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.050 Definitions "E", to add Electric Vehicle Supply Equipment (EVSE) in alphabetical order, as follows:

**Section 10-80.20.050 Definitions "E"**

**Electric Vehicle Supply Equipment (EVSE). The conductors, including the ungrounded, grounded, and equipment grounding conductors, and the Electric Vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the Electric Vehicle.**

# Prop 207 Claims

## Binding Waivers of Enforcement

**Christina Rubalcava**

**Senior Assistant City Attorney**

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

# Background

## Ordinance 2020-28

- On November 17, 2020, the Flagstaff City Council adopted Ordinance 2020-28, which made various amendments to the Flagstaff Zoning Code.
- The amendments made certain changes regulating High Occupancy Housing ("HOH"), including:
  - Requiring a Conditional Use Permit for HOH
  - Restricting HOH of 4 units or more to the pedestrian shed of an activity center
  - Adding parking, bedroom/bathroom, and other HOH regulations

# Background

## Ordinance 2022-04

- On March 1, 2022, the Flagstaff City Council adopted Ordinance 2022-04, which made various amendments to the Flagstaff Zoning Code.
- The amendments made certain changes to the Residential Sustainable Building Incentive, including:
  - Requiring all-electric development
  - Requiring approval from the Sustainability Director for Waste Reduction and Management plans

# Background

## Prop 207 Claims

- During May 2022, the City received Prop 207 claims on behalf of 4 parcels of land.

- The owners claim that, as the result of the November 2020 and March 2022 code amendments (respectively), their properties lost a collective $9.8 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 2 properties identified in Binding Waiver of Enforcement, attached to the staff summary as Exhibit A to the Resolution.
- And, if approved by Council, the Residential Sustainable Building Incentive will only apply in a modified form to the 2 properties as set forth in the Binding Waiver of Enforcement.

# Questions?

Any questions?

**12. C.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Dan Folke, Community Development Director |
| **Date:** | 06/14/2022 |
| **Meeting Date:** | 06/21/2022 |

**TITLE:**

**Consideration and Adoption of Resolution No. 2022-32:** A resolution approving an Intergovernmental Agreement between the City of Flagstaff and the Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) for the Downtown Connection Center (DCC).

**STAFF RECOMMENDED ACTION:**

1) Read Resolution No. 2022-32 by title only
2) City Clerk reads Resolution No. 2022-32 by title only (if approved above)
3) Adopt Resolution No. 2022-32

**Executive Summary:**

Approval of the Intergovernmental Agreement (IGA) authorizes Mountain Line to construct, operate and maintain the Downtown Connection Center (DCC) located on City property at 116 and 216 W. Phoenix Avenue. The site currently includes Mountain Line's downtown transfer station, a comfort station for bus drivers, a City warehouse used for storage and Park Flag's off-street parking inventory.

Terms of the IGA include:

- 50 year term with automatic renewal for additional 50 years under specific conditions
- Allowed improvements and operations
- DCC is constructed in 2 phases
  - Phase 1: Construction of DCC building
  - Phase 2: New bus bays, parking reconfiguration and civic space
- Includes a $4,200 fee in lieu for each lost and relocated public parking space
- Allows for the construction of the Rio de Flag flood control project without delay
- Approved site plan accommodates future parking structure
- Maintenance responsibilities of the improvements

**Financial Impact:**

The IGA provides for payment to Park Flag to cover the cost off lost or relocated parking spaces at the existing parking lot on Phoenix Avenue. The IGA provides a $4,200 per impacted parking space, which Mountain Line estimates will be 77 parking spaces. The phasing of the new DCC should not impact the cost of the Rio de Flag Flood Control project

**Policy Impact:**

None.

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

**Priority Based Budget Key Community Priorities and Objectives**

Sustainable, Innovative Infrastructure
Identify smart traffic management, multi-modal transportation, and alternative energy opportunities.

Environmental Stewardship
Implement sustainable building practices and alternative energy and transportation options for traffic management, multi-modal transportation, and alternative energy opportunities.
Implement, maintain and further the Climate Action and Adaptation Plan (CAAP).

**Carbon Neutrality Plan**

Decreased Dependence on Cars
DD-1: Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.

DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

DD-3: Encourage Flagstaff residents and visitors to walk, bike, roll and take the bus.

DD-4: Transform transportation policies and planning to incorporate greenhouse gas emissions analysis and reduce dependence on driving.

DD-5: Invest in comprehensive and equitable transit.

DD-6: Proactively invest to protect Flagstaff's clean air status.

**Regional Plan**

Goal T.7. Provide a high-quality, safe, convenient, accessible public transportation system, where feasible, to serve as an attractive alternative to single-occupant vehicle

Policy T.7.1. Cooperate with NAIPTA in developing and implementing the five-year transit master planning goals and objectives to continuously improve service, awareness, and ridership.
Policy T.7.2. Provide public transit centers and options that are effectively distributed throughout the region to increase access to public transit.
Policy T.7.3. Support a public transit system design that encourages frequent and convenient access points, for various transportation modes and providers, such as private bus and shuttle systems, park-and-ride lots for cars and bicycles, and well-placed access to bus, railroad, and airline terminal facilities.
Policy T.7.4. Support mobility services for seniors and persons with mobility needs.
Policy T.7.5. Incorporate adopted plans and policies for non-motorized and public transportation in the permitting process for all development or land use proposals, including provisions for efficient access and mobility, and convenient links between pedestrian, bicycle, and transit facilities.
Policy T.7.6. Coordinate with NAIPTA to establish rural transit service within the region that is consistent with County land use plans, based on funding availability, cost effectiveness, location of major trip generators, distance between generators, and the needs of transit-dependent individuals.

**Has There Been Previous Council Decision on This:**

The City Council approved a Parking Demand Study in support of the Conditional Use Permit required for the use and site plan in December 2021. The Conditional Use permit was approved by the Planning & Zoning Commission. Concepts for the DCC have been presented to City Council over the past several years and have received support.

**Options and Alternatives:**

City Council may approve the IGA as drafted, make changes to the IGA or not approve the IGA. An IGA is required for the DCC to proceed on the site.

**Background/History:**

A new Downtown Connection Center (DCC) is identified in Mountain Line's 2020 Strategic Plan as the highest priority capital project in order to support public transit service within the community. Since 2009, Mountain Line has operated the existing DCC under an Intergovernmental Agreement (IGA) and licensing agreement with the City of Flagstaff for use of City owned parcels on Phoenix Avenue. This transit hub serves approximately 52,000 riders monthly and has upwards of 300 buses accessing the site daily at our current level of service.

The existing DCC has capacity for nine buses at two curb islands and two on-street loading zones developed for 30' buses, that were in operation in 2009. Mountain Line currently operates 40' and 60' buses and has made minor accommodations and upgrades to fit our new fleet into the existing DCC. The existing loading zones have no additional capacity for transit service expansion and presents significant operational challenges for existing service levels. Under our current conditions, Mountain Line has to get creative about connection schedules and bus dwell locations.

The existing DCC has minimal amenities for riders and drivers. A portion of the existing City warehouse is used for a driver comfort station with restrooms and a breakroom for staff. Aside from two bus shelters, there are no customer service or amenities for patrons.

Due to these limitations, in FY2018, NAIPTA applied for and received a $6,777,938 Federal Transit Administration (FTA) Section 5307/5339 grant (80% federal/20% local) awarded through ADOT for acquisition, design and construction of a new connection center. Then, in 2019, NAIPTA applied for and received a second FTA Section 5339 grant bringing an additional $15,675,000 in federal funds to the project.

**Key Considerations:**

The new DCC will meet a number of community goals related to transportation and sustainability. City staff has ensured the phasing allows the Rio de Flag flood control project can proceed without delays or additional expenses. Also, the phasing allows for replacing surface parking spaces for Park Flag, and will accommodate a future parking structure should that come to fruition at a future date. Project Phase 1 includes the removal of the existing warehouse and construction of the new DCC building. The configuration of the bus bays and surface parking is not changed in Phase 1. Phase 2 includes the new bus bays and reoriented surface parking. Phase 2 will not begin until after completion of the Rio de Flag Flood Control project. Phase 2 includes new civic space as depicted on the approved site plan.

**Expanded Financial Considerations:**

None.

**Community Benefits and Considerations:**

The new DCC will accommodate the continued operations and growth of transit service in Flagstaff. Increasing ridership and use of transit is a key strategy in the Climate Action Plan and associated planning documents.

**Community Involvement:**

Mountain Line has hosted a number of community meetings to design the new DCC facilities and had individual meetings with stakeholders, such as the Southside Neighborhood Association. The Conditional Use Permit required a neighborhood meeting and public hearing notification to surrounding property owners. Outside of the City planning processes, Mountain Line has continually engaged their riders and the community to identify how to increase ridership and grow transit use consistent with community goals.

**Expanded Options and Alternatives:**

None.

---

**Attachments:** NAIPTA IGA Letters
Res. 2022-32
IGA

**Mountain Line**
3773 N. Kaspar Drive · Flagstaff, AZ 86004 · 928-679-8900 · FAX 928-779-6868 · www.mountainline.az.gov

Mr. Greg Clifton
City Manager
City of Flagstaff
211 Aspen
Flagstaff, Az 86001

Re: Discussions Regarding the Downtown Connection Center ("DCC")

Dear Mr. Clifton,

Pursuant to 23 CFR § 771.113 (d), under the requirements of the Federal Transpiration Administration grant being utilize to develop the DCC ("Grant Requirements"), Mountain Line is unable to enter into binding negotiations on property prior to completion of the National Environmental Policy Act review process ("NEPA"). At this time, the NEPA for the Downtown Connection Center is in process but has not been completed or approved. However, pursuant to FTA Award Management Requirements Circular (5010.1E), Chapter IV, § 2(a)(1)Mountain Line, as the grant recipient:

> [M]ay engage in preliminary activities to complete the NEPA process provided they do not limit future NEPA considerations or violate the requirements of the Uniform Act. These preliminary activities may include relocation planning and preliminary discussions with property owners that do not result in binding agreements. If a recipient chooses to engage in any preliminary negotiations, its staff should prepare a statement for the owner's signature indicating that the owner understands these discussions to be preliminary and nonbinding as to price and other consideration. Failure to comply with this requirement may jeopardize the eligibility of the Award.

In order to comply with the above, Mountain Line is seeking your signature below acknowledging that any discussions in relation to the acquisition of property owned by the City of Flagstaff for the DCC are preliminary and non-binding as to price and other considerations until such time as our NEPA is approved and other Grant Requirements have been satisfied. Please sign the statement below if you agree that the discussions between Mountain Line and the City of Flagstaff regarding p property acquisition for the DCC are preliminary and non-binding.

Sincerely,

Heather Dalmolin

I, Greg Clifton, understand any discussions related to the acquisition or negotiation of property for the DCC to be preliminary and nonbinding as to price and other consideration.

_____
Greg Clifton, City Manager
City of Flagstaff





**Mountain Line**
3773 N. Kaspar Drive · Flagstaff, AZ 86004 · 928-679-8900 · FAX 928-779-6868 · www.mountainline.az.gov

Mr. Dan Folke
Community Development Director
City of Flagstaff
211 Aspen
Flagstaff, Az 86001

Re: Discussions Regarding the Downtown Connection Center ("DCC")

Dear Mr. Folke,

As previously note in the letter to Mr. Clifton, Mountain Line is unable to enter into binding negotiations on property prior to completion of the National Environmental Policy Act review process ("NEPA"). At this time, the NEPA for the Downtown Connection Center is in process but has not been completed or approved.

However, Mountain Line has seen the draft IGA to be presented to City Council and concurs that all points are aligned with expectations of the Conditional Use Permit and draft NEPA documentation.

Sincerely,

*Kate Morley*

Kate Morley
Deputy General Manager
Mountain Line





**RESOLUTION NO. 2022-32**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY (MOUNTAIN LINE) AND THE CITY OF FLAGSTAFF FOR THE DOWNTOWN CONNECTION CENTER.**

**RECITALS:**

WHEREAS, Mountain Line and the City desire to provide for the development and operation of a public transportation center to be known as the Downtown Connection Center ("DCC") located within the municipal boundaries of the City; and

WHEREAS, Mountain Line desires to construct and operate such a facility for the benefit of public transportation needs of the authority, and

WHEREAS, Mountain Line plans to fund its obligations under this IGA through funding provided by the Federal Transit Administration's ("FTA") federal assistance programs, the administration of which and liability therefore will be the sole responsibility of Mountain Line ("FTA Funding"), and,

WHEREAS, The Parties desire to enter into this IGA for the purpose of providing for the use of the City's real property (whether owned or otherwise controlled by the City) for centralized services for public transportation, civic space and public parking.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Mountain Line and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of June , 2022.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
IGA

# INTERGOVERNMENTAL AGREEMENT

**BETWEEN**

**THE CITY OF FLAGSTAFF**

**AND THE**

**NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY ("MOUNTAIN LINE")**

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The following Exhibits are attached and incorporated into this Agreement:


| | |
|---|---|
| A | DCC Property Legal Description |
| B | Reserved Property Legal Description |
| C | Approved Conditional Use Permit |
| D | Approved Site Plans |
| E | Illustration of the Property<br>(Site Plan Sheet Depicting the Property with each Phase and component) |

Note: All of the Exhibits are subject to change and/or correction as the Property is developed and the various Phases designed.

# CITY OF FLAGSTAFF DCC

# INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this "IGA") is entered into on the "Effective Date" (which is the date last signed by the executing parties) by and between the Northern Arizona Intergovernmental Transportation Authority, a corporate body and political subdivision of the State of Arizona ("Mountain Line") and the City of Flagstaff, a body politic and corporate of the State of Arizona (the "City"). Mountain Line and the City may be referred to in this IGA each individually as a "Party" and collectively as the "Parties." All Exhibits attached hereto are incorporated herein. All of the Exhibits are subject to change and/or correction by written agreement of the Parties as the Property is developed and the various Phases designed.

## RECITALS

A. Mountain Line is the intergovernmental public transportation authority formed pursuant to A.R.S. § 28-9101 et seq. and that certain Amended and Restated Master Intergovernmental Agreement dated March 14, 2006 ("Master IGA"). Mountain Line is governed by a Board of Directors (the "Board") which includes representatives of Coconino County, Coconino County Community College District, the City, and Northern Arizona University.

B. Pursuant to A.R.S. § 28-9124(A), Mountain Line has sole authority for designing, operating, and maintaining the public transportation system in the geographic boundaries of the authority.

C. Pursuant to the Master IGA, Mountain Line must coordinate with its member agencies, including the City, to implement the regional transportation system.

D. Mountain Line and the City desire to provide for the development and operation of a public transportation center to be known as the Downtown Connection Center ("DCC") located within the municipal boundaries of the City.

E. Mountain Line desires to construct and operate such a facility for the benefit of public transportation needs of the authority.

F. Mountain Line plans to fund its obligations under this IGA through funding provided by the Federal Transit Administration's ("FTA") federal assistance programs, the administration of which and liability therefore will be the sole responsibility of Mountain Line ("FTA Funding").

G. The Parties desire to enter into this IGA for the purpose of providing for the use of the City's real property (whether owned or otherwise controlled by the City) for centralized services for public transportation, civic space and public parking.

H. The City is empowered to enter into this IGA pursuant to A.R.S. §§ 11-952 and 40-1152.

I. Mountain Line is empowered to enter into this IGA pursuant to A.R.S. § 28-9122.

J. The City owns those certain parcels of real property, generally located at Milton Avenue and Phoenix Avenue, APN Numbers 100-43-003B and 10-44-005D and as depicted on Exhibit E, c (collectively, the "City Property").

K. The BNSF Railway Company owns that certain real property APN Number 100-43and as depicted on Exhibit E ("BNSF Property").

L. The City is currently engaging in final negotiations with BNSF to acquire the right for Mountain Line to use the BNSF Property for the Permitted Uses, as defined here. The City Property and BNSF Property (once the appropriate rights are obtained by the City) are collectively the "Property" as depicted on Exhibit E.

M. The portion of the Property to be utilized by Mountain Line for the DCC under the terms of this IGA is legally described in Exhibit A and as depicted on Exhibit E (the "DCC Property").

N. The Parties currently intend the DCC will be developed and constructed in phases. Phase 1 and Phase 2 are depicted on Exhibit E. The Phases may be changed or combined through the design and development process.

O. The City, in partnership with the US Army Corps ("USACE"), plans to improve portions of the Property as part of the City's extensive Rio de Flag Flood Control Project which improvements shall not be funded by the FTA Funding (the "Rio de Flag").

P. The development of the DCC and Mountain Line's use of the DCC Property will be carried out in accordance with the Conditional Use Permit and Site Plans approved by the City attached as Exhibits C and D, respectively as may be amended and approved in writing by the Parties (collectively, the "Plan of Development"), which includes a phased development approach, as provided for herein.

Q. The development and use of the DCC Property as contemplated pursuant to the Plan of Development shall not interfere with and shall be compatible with the City's development of the Rio de Flag.

R. The eventual development and construction of the Rio de Flag shall not interfere with and be compatible with the development and use of the DCC Property. And,

S. The City is also planning to develop a portion of the City Property being reserved by the City for public purposes which are depicted on Exhibit B (the "Reserved Property"). The Reserved Property is not part of the DCC Property and any improvements on the Reserved Property shall not be funded by the FTA Funding.

NOW, THEREFORE, in consideration for the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficient of which are hereby acknowledge, the Parties agree as follows:

I. **Property**:

The Parties have identified the DCC Property, situated within the corporate limits of the City, for use by Mountain Line for the development and operation of the DCC. Throughout the Term of this IGA, the City shall retain its current ownership of the Property. Mountain Line shall use the DCC Property only for the DCC and ancillary uses ("Permitted Uses"), as further provided in Section II of this IGA.

The current zoning on the Property is Commercial Service (CS), a Conditional Use Permit was approved to accommodate the Permitted Uses as provided above. Notwithstanding the foregoing to the contrary, if necessary to accommodate the Permitted Uses, the City shall meet the conditions and requirements necessary for zone change applications, conditional use permit applications, and other applicable processes requiring City Council approval (collectively, "Approvals"). The requests for Approvals shall be presented to the City Council, where such Approvals shall be granted or withheld in the City Council's sole discretion.

II. **Improvements**:

1. Existing Improvements. The Parties acknowledge that the City has approved the Plan of Development for the Property and that any improvements currently existing on or under the Property may be removed, demolished, or disposed of by Mountain Line, with the exception of improvements tied to the Rio de Flag project. Mountain Line shall pay for the cost of any such removal, demolition, or disposal at its sole expense; provided, however, that Mountain Line shall not be required to pay City for the value of any removed, demolished, or disposed of improvements. The City shall provide Mountain Line access to the Property by a date agreed to by the Parties in writing for demolition of any existing improvements ("Access Date"). If the City is unable to provide the required access by the Access Date, the City may extend the deadline as necessary upon written notice to Mountain Line.

2. Improvements to be Built by Mountain Line. All Improvements constructed by Mountain Line on the Property shall be owned by Mountain Line until the expiration of this IGA, unless earlier purchased by, or dedicated to, and accepted by the City. Notwithstanding the foregoing to the contrary, Mountain Line and the City shall be entitled to utilize the Property for the following uses which are in support of, incidental to, and/or will not interfere with, the use of the DCC Property for public transit purposes, as generally set forth on the Plan of Development:

    a. The DCC as a public transportation center, as more thoroughly detailed in the Plan of Development; and

    b. Facilities for the sole use of Mountain Line ("Mountain Line Facilities") as described and depicted in, and subject to the Plan of Development, as may be amended from time to time upon mutual written agreement by the Parties.;

    c. Public Civic Space;

    d. Required stormwater detention; and

e. Public Parking.

The DCC and Mountain Line Facilities are collectively the "Improvements."

3. Issuance of Building Permits. The issuance by the City of building permits for the Improvements shall occur only after all appropriate Council approvals for each phase of the Project.

4. Excluded Improvements. The Rio De Flag, as noted in Recital N above and Section VII(2) below, and the improvements to be made by the City on the Reserved Property as noted in Recital R above are not part of the Improvements under this Agreement.

III. **Term**:

1. The "Term" of this IGA shall commence expiration of thirty (30) days after formal approval of the IGA by the City Council, and signature by the authorized representatives of the Parties (the "Effective Date"), and end on that certain date fifty (50) years following the issuance of a certificate of occupancy by the appropriate regulatory bodies for the final improvement(s) to be developed under this IGA ("Expiration Date").

2. The Term of this Agreement shall automatically be extended for one (1) period of fifty (50) years immediately following the expiration of the Term (the "Extension Period"), provided that: (i) Mountain Line is using the DCC for the Permitted Uses; and (ii) Mountain Line is not in default under this Agreement upon the commencement of the Extension Period. During the Extension Period: (x) all references in this Agreement to "Term" shall mean the Term as extended by the Extension Period; and (y) all terms and conditions of the Agreement shall continue to apply during the Extension Period. The Parties reserve the right to extend the Term after expiration of the Extension Period upon written, mutual consent of both Parties.

3. The Parties understand that in the event this Agreement terminates prior to the end of the useful life of any portion of the Improvements, the FTA may require reimbursement for the remaining federal interest in the Improvements or any portion thereof at the time of termination as provided for under the FTA Funding. In the event the FTA requires reimbursement, the Parties shall be responsible for such reimbursement to the extent they are responsible for the early termination of public transit uses and in relation to the ownership interest each will retain in the Improvements funded by the FTA Funding upon termination. To the extent the Parties cannot agree upon the allocation of responsibility, the allocation shall be resolved pursuant to Section XXIV below.

IV. **Surrender**:

The Property, and all improvements on the Property, including the DCC and any improvements and structures related thereto constructed by Mountain Line shall, at the Expiration Date or earlier termination of the IGA and without compensation to Mountain Line (except as

provided herein), become the City's property, free and clear of all claims, liens, or encumbrances to or against them by Mountain Line or any third party. At the Expiration Date, Mountain Line warrants that the Property, including the improvements, shall be free and clear of all mortgages, liens, or other encumbrances, except as provided in Section III(3) above.

V. **Consideration**:

The City hereby provides to Mountain Line the use of the Property for the duration of the Mountain Line, subject to the terms and conditions of this IGA. In exchange for the use of the Property, Mountain Line shall, at is sole cost and expense, develop and operate the Improvements for the provision and management of public transportation services within the geographic boundaries of the City and Authority.

VI. **Taxes and Assessments**:

Mountain Line is responsible for and must pay and discharge when due, all real and personal property taxes, state, municipal, and local taxes, general and special assessments and other charges of every description levied on or assessed against the Property and the improvements ("taxes"), to the full extent of such taxes due during the Term of this IGA, whether chargeable against the City or Mountain Line. Mountain Line shall pay the payments directly to the charging authority. Mountain Line further agrees to produce and exhibit to the City, upon written request, receipts by proper officials showing that said payments have been tendered to the proper authorities. Mountain Line may defer the payment of any tax, assessments, or other charge so long as the validity of such items shall be contested by Mountain Line in good faith and by appropriate legal proceedings, provided that Mountain Line shall have furnished to the City a bond of surety company or other security satisfactory to the City, in an amount satisfactory to the City, securing the City against the payment of such tax, assessment, or other charge so contested and against any loss, damage, or penalty whatsoever in any way arising from such failure by Mountain Line to pay it. Payment of taxes shall being with the Effective Date.

VII. **Uses of the Property**:

1. Uses. Mountain Line shall only use the Improvements for the uses approved by the City in the Plan of Development, as the plan may be amended from time to time, including any reasonably related uses in support thereof, including but not limited to administrative offices, buildings, or other structures as may be reasonably necessary to operate and expand the Improvements.

2. Rio de Flag.
   a. Notwithstanding any provision of this IGA to the contrary, the Improvements shall not include the Rio de Flag. The design and development of the Improvements shall be compatible with the Rio de Flag; however, nothing herein shall be construed to mean the Rio de Flag must be developed prior to or concurrently with the Improvements.

   b. During Construction of the Rio de Flag, the City of Flagstaff may utilize all parts of the Property necessary for the construction, outside of Phase 1, and the City will

minimize any disruption to Mountain Line's construction and operational use of the Improvement and the Property under this IGA.

c. The Parties agree to coordinate in good faith to stage the development of the Property to promote the interests of both the City and Mountain Line. No phase of the Mountain Line project within the control of Mountain Line will in any way increase time or cost for the Rio de Flag project.

3. Parking. The City of Flagstaff and Park Flag will continue to own and operate public parking on the City Property: i) consistent with the construction and use of the Phase I Improvements; and ii) on the Reserved Property.

4. Nuisance. Mountain Line shall not conduct or permit to be conducted any public or private nuisance on or in the Property and Improvements, nor commit or permit to be committed any waste thereon. Mountain Line shall report to the City and appropriate law enforcement authorities any material trespass or waste committed on the Property and Improvements of which Mountain Line has actual knowledge.

5. Conformity to Law. Mountain Line shall maintain the Property and the Improvements in a clean and safe condition. Mountain Line shall not use or permit the Property and the Improvements to be used in any manner that is not in conformity with all applicable federal, state, county, and municipal laws, statutes, ordinances, and regulations.

6. Minerals. The City excepts and reserves out of the Property, all oils, gases, geothermal, resources, coal, ores, limestone, minerals, fossils, and fertilizers of every name and description that may be found on, in, or under the Property; provided that no person or entity, including the City, shall be permitted on the Property to inspect, explore, or extract any of such items without the prior written consent of the City and Mountain Line. Mountain Line, in its absolute discretion, may withhold such consent if the exercise of this reserved right would delay, interfere with, or otherwise adversely impact the development, construction, operation or use of the Property or the Improvements. Mountain Line shall be entitled to reasonable compensation for any damages resulting from the exercise of the rights reserved hereunder.

7. Water Rights. Without the prior written consent of the City, no person or entity shall be permitted to enter upon the Property to explore or drill for water, and all rights to water on the Property shall remain as the City's water rights.

8. Surrender. Subject to the City's obligation to reimburse the FTA under Section III(3) above, Mountain Line shall surrender peaceable possession of the Property and any Improvements upon the termination of this IGA, as provided herein.

9. Additional Uses. Mountain Line shall be permitted to use the Improvements and/or the Property for any other uses that may be approved by the City in the Plan of Development, as such plan may be amended from time to time (the "Additional

Uses"). Notwithstanding the foregoing, the Additional Uses shall be subject to all applicable City Approvals.

VIII. **Funding**:

1. Federal Funding. Mountain Line's obligations under this IGA are contingent upon the availability of FTA funding for the costs and expenses of the design, development, and operation of the Improvements. Accordingly, the Parties agree this IGA shall be subject to the terms imposed by the FTA as a condition of such funding, and agree to reasonably amend this IGA as may be necessary from time to time to comply with such federal funding requirements. Notwithstanding the foregoing to the contrary, Mountain Line shall, at its sole cost and expense, procure any appraisals, studies and other reports as may be required to satisfy the FTA; provided, however, that the City shall reasonably cooperate with Mountain Line to satisfy FTA requirements, including without limitation by providing access to the Property, records, and other information, and executing additional documentation that may be reasonably necessary.

2. Other Sources. Subject to the compliance with the provisions and limitations of any federal funding available to Mountain Line for the development and operation of the Improvements, the Parties may agree through separate written agreement(s) to utilize other available funding sources, including without limitation grants and public private partnerships, to develop the Improvements and/or other improvements and facilities on the Property.

3. Parking Fee-In-Lieu. Mountain Line will compensate the City for displaced, relocated and lost parking spaces by paying $4,200 per displaced, relocated and lost space in order to provide for the replacement of the rebuilt and lost capacity. It is estimated compensation will be necessary for seventy-three (73) parking spaces and will not exceed eighty (80). The City of Flagstaff shall confirm the number of impacted spaces within 30 days of execution of this agreement. The cost per space will increase by 2% per year to reflect increased construction pricing at the time of actual displacement and relocation, beginning at the effective date of this agreement and every subsequent year thereafter The fee-in-lieu includes the costs to construct a surface parking space, but does not consider the cost of land.

IX. **Construction and Improvements**:

1. Responsibility. Mountain Line will be responsible for the design and construction of any Improvements, including costs of building design, public and stakeholder outreach, construction review and permit fees, construction administration, and utility extensions. Nothing herein shall prohibit Mountain Line from entering into a joint development agreement or other arrangement with the City or third parties to perform the necessary work.

2. Utilities. The City shall consent to and/or approve the extension of gas, electric, power, telephone, water, sewer, cable television, and other utility or service lines to the Property, as reasonably required for the Permitted Uses. All such utility lines shall be

placed and kept underground unless the City grants prior written approval otherwise. Mountain Line will be responsible for the actual utility extensions and their costs.

3. Streets. The City shall be responsible for the modifications, alterations, or improvements to the public roads surrounding the Property to accommodate the Permitted Uses, except for improvements required to support the construction and maintenance of the Downtown Connection Center and anything pertaining to the same. To the extent any such streets are under the jurisdiction of the Arizona Department of Transportation ("ADOT"), the City shall make best efforts to coordinate with ADOT for ADOT to fund and accomplish any necessary work attributable to the State, and the City to fund and accomplish the necessary work attributable to the City. Mountain Line will fund all improvements to streets required to support the construction and maintenance of the Downtown Connection Center and anything pertaining to the same.

4. Licensed Contractors. Mountain Line shall use appropriately licensed contractors for all construction activity who shall note the City as an additional insured for all construction activity on the Property and provide the City with written proof of the City as an additional insured though a certificate of insurance and endorsement.

5. Insurance Proceeds. Mountain Line, as the owner of the Improvements during the Term of the IGA, shall be entitled to any casualty insurance proceeds resulting from the destruction of any Improvements; provided, however, that Mountain Line shall remain otherwise obligated hereunder.

X. **Maintenance and Repairs**:

Mountain Line shall, throughout the Term and at Mountain Line's sole cost and expense, maintain the DCC Improvements in a clean and safe condition, and in conformity with applicable laws and regulations, including any federal or state funding program requirements. The City shall be under no obligation to maintain, repair, rebuild or replace the Improvements.

XI. **Liens**:

1. Payment; Indemnity. Except as provided herein, Mountain Line shall be responsible for payment of all costs and charges for any work done by or for it on the Property and the Improvements. Mountain Line shall keep the Property and Improvements free and clear of all mechanic's liens and other liens and encumbrances on account of work done for or authorized by Mountain Line or persons or entities claiming under it. In no event shall any such lien attach to fee title to the Property. Mountain Line expressly agrees to and shall indemnify and hold the City harmless against liability, damages, costs, attorneys' fees and all other expenses or loss on account of claims of lien or other encumbrances of laborers or materialmen or others for work performed or materials or supplies furnished for or authorized by Mountain Line or persons or entitles claiming under it.

2. Notice. Should any claims of lien or other encumbrances be filed against fee title to the Property or any action purporting to affect fee title to the Property be commenced,

the party receiving notice of such lien or action shall immediately give the other party written notice thereof.

XII. **Ownership of Improvements**:

1. During Term of IGA. All Improvements existing, or to be constructed, on the Property by Mountain Line as permitted by this IGA, shall be owned by Mountain Line until expiration of the Term of this IGA, unless earlier purchased by, or dedicated to, and accepted by the City.

2. Expiration of IGA. Subject to the obligation to reimburse the FTA under Section III(3) above if this IGA is terminated prior to the expiration of the Term, all real property, and all improvements on the Property, at the final expiration of the Term of this IGA, shall, without compensation to Mountain Line, become the City's property free and clear of all claims, liens, or encumbrances to or against them by Mountain Line or any third party.

XIII. **Mutual Indemnification**:

1. Losses. Mountain Line and the City shall each hold harmless and indemnify the other from all liability, fees, costs, damages, and penalties, including reasonable attorneys' fees, court costs, and other legal expenses arising out of their respective use of the Property and development of the Property , except such matters caused by or resulting from the misconduct or negligence of the indemnified party or its agents, employees, or contractors, or arising out of the indemnified party's use of the Property or development of the Property.

2. Defense. In case an action or proceeding is brought against the indemnified party by reason of any such occurrence, the indemnifying party, upon the indemnified party's request and at indemnifying party's reasonable expense, will defend such action or proceedings, or cause the same to be defended either by legal counsel reasonably approved by the indemnified party, or, where such occurrence is covered by liability insurance, by legal counsel designated by the insurer if so required by such insurer.

XIV. **Insurance**:

1. Liability. Mountain Line shall provide, pay for, and maintain during the Term of this IGA, general liability insurance that insures Mountain Line and the City against liability for injury to persons and property, and death of any person or persons, occurring in, on, or about the Improvements. The policy or policies shall name the City as an additional insured, and provide that their coverage is primary over any other insurance coverage available to the City, its servants, agents, and employees. To the extent available under industry standards, Mountain Line's insurance carriers shall give the City at least fifteen (15) days written notice prior to alteration, amendment, cancellation, or any other action affecting the coverage. Prior to issuance of a building permit for any Improvement, Mountain Line shall furnish the City with certificates of

insurance or other evidence that such insurance coverage will be in effect prior to beginning any construction activity.

The City shall provide, pay for and maintain during the Term of this IGA, general liability insurance that insures the City and Mountain Line against liability for injury to persons and property, and death of any person or persons occurring in, on, or about the Rio de Flag. The policy or policies shall name Mountain Line as an additional insured, and provide that their coverage is primary over any other insurance coverage available to Mountain Line, its servants, agents, and employees. To the extent available under industry standards, City's insurance carriers shall give Mountain Line at least fifteen (15) days written notice prior to alteration, amendment, cancellation, or any other action affecting the coverage.

2. Amounts. The insurance shall afford protection of not less than One Million Dollars ($1,000,000) with respect to the injury to or death of one person, Two Million Dollars ($2,000,000) with respect to any one occurrence and One Hundred Thousand Dollars ($100,000) with respect to property damage; provided, that the minimum amount of coverage for the above shall be adjusted upward on the other Party's reasonable request. If at any time a Party shall fail, neglect, or refuse to cause such insurance to be provided or maintained, then the second Party may, at its election, procure or renew such insurance, provided that the second Party has given the first Party notice of such failure and such failure continues for thirty (30) days after such notice is given and any amounts paid therefore by the second Party shall reimbursed by the first Party. Each Party shall provide proof of renewal of insurance policies at prior to the expiration of prior policies.

3. Insurer. The Insurance provided for pursuant to this section shall be effected under a valid and enforceable policy or polices issued by insurers of recognized responsibility authorized to do business in the State of Arizona and may be maintained pursuant to blanket or umbrella policies of insurance so long as the coverage afforded is no less than that required under this section.

4. Copies. Each Party shall deliver copies or certificate of all of the executed policies of insurance, including endorsements thereof, to the other prior to the use of its respective facilities.

XV. **Damage**:

If the Improvements or any portion thereof are damaged or destroyed during the Term, Mountain Line may (but shall be under no obligation to) arrange, at its expense, for the repair, restoration and construction of the same to their former condition. In any event, such damage or destruction shall not terminate this IGA or relieve Mountain Line from its duties and liabilities hereunder, without the prior written consent of the City, which shall not be unreasonably withheld, conditioned, or delayed.

XVI. **Trade Fixtures and Personal Property**:

Except as otherwise provided in this IGA or as provided in separate agreements, any moveable trade fixtures, signs, equipment, and other personal property ("removable property") installed in or on the Property or in any Improvements by Mountain Line shall remain the property of Mountain Line, so long as their removal will not result in structural damage. Mountain Line shall have the right to remove or permit removal of any and all of the same at any time. Mountain Line shall be considered to have abandoned its removable property if not removed within thirty (30) days following the final Expiration Date or earlier termination of the IGA.

XVII. **Environmental Damage**:

Mountain Line shall indemnify and hold the City harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs, fines and actions, suits, costs, taxes, charges, expenses and reimbursements, including reasonable legal fees and expenses (collectively, "claims" or "damages") imposed on, incurred by, reserved against the City in any way relating to or arising out of the storage or release by Mountain Line of any "Regulated Substance," on, under, or from the Property occurring during the Term of this IGA. For purposes of this Section, "cleanup costs" include any claims or damages in any way related to, or arising out of, removal, treatment, storage, disposition, mitigation, and cleanup or remedying of the Regulated Substances on, under, or upon the Property. Mountain Line shall not indemnify the City for any claims or damages resulting from any regulated substances present on, under, or upon the Property before the Effective Date, that migrate to or under the Property from an outside source or neighboring property, or that are related to, or arise out of, the negligence or misconduct of the City, or its employees, agents, contractors, etc.

1. At any time after the Effective date of this IGA, and with reasonable prior notice to the City, Mountain Line shall be permitted to conduct any environmental assessment deemed necessary by Mountain Line to ascertain the condition of the Property. Prior to Mountain Line's development of the Improvements, Mountain Line may, in its sole discretion, designate one or more environmental assessments as a "baseline" demonstrating the condition of the Property prior to any use by Mountain Line. Mountain Line shall not be liable for any claims or damages imposed on, incurred by, or reserved against the City in any way relating to or arising out of an adverse condition or Regulated Substance disclosed by the "baseline" assessment(s).

2. For the purposes of this IGA, the term "Regulated Substances" shall include, but not be limited to, substances defined as "regulated substances," "hazardous wastes," "hazardous materials," "toxic substances," "pollutants," "toxic pollutants," "herbicides," "fungicides," "rodenticides," "insecticides," "contaminant," or "pesticides" in the Resource Conservation and Recovery Act as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation, and Liability Act; the Hazardous Materials Transportation Act; the Toxic Substance Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Clean Water Act; the Safe Drinking Water Act; the Arizona Environmental Quality Act; the Arizona Hazardous Waste Management Act and the Arizona Underground Storage Tanks Regulations Act; and any other federal, state, or local environmental or pollution laws, and the regulations, rules, and ordinances adopted or promulgated pursuant thereto.

In the event any such action or claim is brought or asserted against the City, the City shall give immediate notice thereof to Mountain Line, provide Mountain Line with such reports, tests, studies, analysis, or other information the City may have with respect thereto and Mountain Line shall have the right: (i) conduct further tests, studies, and other assessments as determined by Mountain Line, (ii) to participate in the conduct of any further required cleanup, removal, or remedial actions and/or negotiation and defense of any claim indemnifiable under this environmental indemnity provision, having reasonable regard to the continuing conduct of the operations/businesses located on the Property, and (iii) to participate in negotiating and finalizing any agreement or settlement with respect to any such claim or cleanup.

XVIII. **Assignments**:

1. Assignments. Mountain Line may not assign this IGA, except upon prior written approval of the City.

2. Financing. Except as may be required for the Federal Funding as set forth in § VIII(1) above, Mountain Line shall not have the right to assign or otherwise encumber by way of mortgages, deeds of trust or other documents or instruments, all or any part of its right, title, and interest in and to this IGA to any person or entity, except upon prior written approval of the City, which shall not be unreasonably withheld, conditioned, or delayed.

XIX. **Subleases**:

Mountain Line shall be permitted to sublease all or portions of the Improvements without prior notice or consent if such sublease is consistent with the approved Plan of Development, the Permitted Uses, and the requirements and/or limitations imposed by Mountain Line's funding sources.

XX. **Condemnation**:

1. Definition and Division. The City and Mountain Line shall cooperate in prosecuting and collecting their respective claims for an award on account of taking of all or any portion of the Property and Improvements and all damages or awards (with any interest thereon) to which the City or Mountain Line may be entitled by reason of any taking of all or any portion of the Premises and Improvements (hereinafter referred to as "Condemnation Proceeds"). In the event of the taking or condemnation by any competent authority for any public, or quasi-public, use or purpose of all or any portion of the Property and Improvements at any time during the Term, the rights of the City and Mountain Line to share in the net proceeds of any award for land, building, improvements and damages upon any such taking, shall be apportioned as follows:

    a. Mountain Line shall receive that portion attributed to the then fair market value of the DCC Improvements constructed thereon by Mountain Line.

b. The City shall receive the fair market value of the Property taken (exclusive of any value attributable to Improvements).

2. Termination. If the whole or substantially all of the Property shall be taken or condemned, this IGA shall cease and terminate, and all payments and other charges hereunder shall be apportioned as of the date of vesting of occupancy in such taking or condemnation proceedings. For the purpose of this section, a taking or condemnation of substantially all of the Property (as distinguished from a taking or condemnation of the whole Property) is a partial taking that results in the Improvements becoming unusable for Mountain Line's Permitted Uses, in Mountain Line's reasonable discretion.

3. Temporary Taking. If the whole or any part of the Property or of Mountain Line's interest under this IGA be taken or condemned by any competent authority for its or their temporary use or occupancy for a period that is fewer than four (4) months, this IGA shall not terminate by reason thereof and Mountain Line shall continue to perform and observe all of the other terms, covenants, conditions, and obligations hereof upon the part of Mountain Line to be performed and observed, as though such taking or condemnation had not occurred, excepting only to the extent that Mountain Line may be prevented from doing do pursuant to the terms of the order of the condemning authority.

   If the whole or any part of the Property or Mountain Line's interest in this IGA be taken or condemned by a competent authority for its temporary use or occupancy for a period that is in excess of four (4) months, this IGA may be terminated at the option of Mountain Line following the notice taking or condemnation. Notwithstanding anything to the contrary herein, in the event of any temporary taking or condemnation, Mountain Line shall, if this IGA has not been terminated as provided in this section, be entitled to receive the entire amount of any award made for such taking or condemnation, whether paid by way of damages, IGA payments, or otherwise, unless such period of temporary use or occupancy shall extend to or beyond the Expiration Date, in which case such award shall be apportioned between the City and Mountain Line pursuant to Section XX(1) above, as of such Expiration Date.

XXI. **Default**:

Failure to comply with the terms of this IGA by Mountain Line shall be a default of Mountain Line and a breach of this IGA. The City shall notify Mountain Line in writing of any default by Mountain Line of this IGA. Failure of Mountain Line to correct the default within ninety (90) days (or such additional time as may be necessary to effect a cure with the exercise of reasonable diligence) after Mountain Line's receipt of written notice of such default shall be cause for termination of this IGA.

XXII. **Remedies; Waiver**:

1. Remedies. Subject to the notice and cure provisions set forth herein, and the obligation to reimburse the FTA under Section III(3) above, if a default exists, the City may exercise, in addition to its rights at law or in equity, any of those remedies set forth below:

    a. The City may cancel this IGA and declare all rights of Mountain Line ended.

    b. The City may (but is not obligated to) cure such default by making such payment or performing such act on the account of Mountain Line. Mountain Line shall reimburse the City its reasonable costs and expenses, including reasonable attorneys' fees, incurred because of such default. No such payment or performance by the City shall operate to release or discharge Mountain Line from any obligation hereunder.

2. Waiver. No wavier or breach of any provision of this IGA shall be construed as a waiver of any succeeding breach of the same or any other provision.

XXIII. **Inspection**:

Mountain Line acknowledges and agrees that the City and its authorized representative shall have the right to enter the Property and Improvements and any portion thereof at all reasonable times following reasonable notice to inspect for compliance with the terms of this IGA and may take all such action as may be necessary or appropriate for such purposes. No entry pursuant to this section shall constitute an eviction.

XXIV. **Dispute Resolution**:

1. Informal Process. The Parties shall seek to informally resolve any disagreement or dispute arises between the Parties as to the interpretation of this IGA or any performance, rights or obligations arising thereunder ("Disputes").

2. Meet and Confer. If such informal efforts are not successful within ten (10 ) calendar days, any unresolved Disputes shall be resolved by a meeting between the Mountain Line CEO and GM and the City Manager, or their respective designees with authority (subject to approval by the Parties governing bodies) to resolve the unresolved Disputes ("Meet and Confer"). Any Party may request a Meet and Confer by giving written notice to the other setting forth the unresolved Disputes, and the designated representative of each Party shall meet to resolve the unresolved Disputes within seven (7) calendar days thereafter. Whatever resolution may be reached shall be set forth in writing and signed by the designated representatives of the Parties.

3. Litigation. If a full resolution of the Disputes is not reached and documented as set forth herein within ten (10) days from the Meet and Confer, or if the Meet and Confer fails to timely occur either party may pursue adjudication of unresolved Disputes through litigation in court of law as set forth in this IGA.

4. The dispute resolution process set forth in sections XXIV (1) and (2) are not required prerequisites to either party filing litigation in relation to an emergency; public safety;

violation of any applicable laws, rules or regulations; preserving any other public interest; if either party determines that the Disputes cannot be properly resolved by such process or the delay caused would be detrimental to that Party.

XXV. **Miscellaneous**:

1. Grant. This IGA grants Mountain Line only those rights expressly granted herein. Mountain Line shall also be entitled to all rights available to under any applicable laws, ordinances, or rules to the extent the same do not conflict with the provisions of this IGA.

2. Successors. Each provision of this IGA shall extend to, be binding on, and inure to the benefit of the City and Mountain Line only and not to their respective heirs, administrators, executors, successors-in-interest and assigns.

3. Relationship. The relationship of the Parties hereto is that of the City and Mountain Line and it is expressly understood and agreed that the City does not in any way, or for any purpose, become a partner of Mountain Line, nor does the City enter into a joint venture with Mountain Line.

4. Quitclaim. After the expiration or termination of this IGA, Mountain Line shall execute, acknowledge and deliver to the City, within fifteen (15) days after written demand from the City of Mountain Line, any document reasonably requested by the City quit-claiming any right, title, or interest in the Improvements to the City, or other such document required by any reputable title company to resolve the cloud of this IGA on the Property.

5. Additional Property. If additional real property (i) is added to the Plan of Development during the Term; and (ii) such property is owned by Mountain Line (the "Additional Property"), then such Additional Property shall be transferred to the City by special warranty deed within fifteen (15) days after the expiration or earlier termination of this IGA. The Additional Property shall be transferred to the City in an "as is, where is" condition.

6. Severability. If any provision of this IGA or any application thereof shall be invalid or unenforceable, the IGA shall remain in full force and effect if such provision was not a material inducement to the benefited party and the remaining provisions permit the Parties to achieve the practical benefit of the arrangements contemplated hereby.

7. Amendments. The City and Mountain Line expressly agree that this IGA may be amended from time to time, but only by the mutual, written consent of the Parties.

8. Cooperation. The Parties hereto agree to fully cooperate to allow Mountain Line to develop the Property consistent with this IGA and the applicable zoning. The City's cooperation shall not include any obligation on the part of the City to expend any monies on behalf of Mountain Line, except as provided herein. The City's cooperation shall include, but not be limited to, execution of such other and further documents as

may be reasonably required by Mountain Line to carry out the intent of the Parties contemplated by this IGA.

9. Construction. The Parties acknowledge that they have both had the benefit, or right thereto, of legal counsel in negotiating and drafting this IGA. They therefore agree that, notwithstanding anything contained herein to the contrary, this IGA and all of its terms, provisions, and conditions shall be constructed fairly and not against either the City or Mountain Line .

10. Notices. Any notice, application, request, demand, approval, or consent which may be given or is required to be given under this IGA or any other document to be delivered by one party to the other shall be in writing sent by Federal Express or its equivalent, or sent by United States mail, postage prepaid, certified or registered mail, return receipt requested, or e-mail and addressed as follows:

| | |
|---|---|
| **To the City**: | City Manager<br>City of Flagstaff<br>211 West Aspen Avenue<br>Flagstaff, Arizona 86001<br>Attn: Greg Clifton<br>E-mail: greg.clifton@flagstaffaz.gov |
| With a copy to: | City Attorney<br>City of Flagstaff<br>211 West Aspen Avenue<br>Flagstaff, Arizona 86001<br>Attn: Sterling Solomon<br>E-mail: SSolomon@flagstaffaz.gov |
| **To Mountain Line**: | CEO and General Manager<br>Northern Arizona Intergovernmental Public Transportation Authority<br>3773 N Kaspar Dr.<br>Flagstaff, Arizona 86004 Attn: Heather Dalmolin<br>E-mail: hdalmolin@mountainline.az.gov |
| With a copy to: | Dickinson Wright PLLC<br>1850 N. Central Ave. Suite 1400<br>Phoenix, Arizona 85004<br>Attn: Scott A. Holcomb<br>E-mail: SHolcomb@dickinson-wright.com |

Alternatively, notice may be mailed / delivered to such other addresses as any Party may, from time to time, designate in writing and deliver in a like manner to the other party. Notices shall be deemed effective the next business day after submission to

Federal Express or equivalent overnight carrier for overnight delivery, three business days after submission to the U.S. Postal Service for certified or registered mail delivery, or upon delivery if sent by e-mail.

11. Attorney Fees. If either Party resorts to legal action to enforce or interpret any IGA term, seek specific performance or declaratory or injunctive relief, or to recover damages for the breach in relation to this IGA, the prevailing Party is entitled to recover reasonable attorneys' fees in addition to the amount of judgment, costs, and other expenses (including expert witness fees) as determined by the court and not a jury..

12. No Fee Interest. No provision of this IGA shall create any right in Mountain Line to a fee interest in the Property. Mountain Line acknowledges that this IGA only provides Mountain Line the right to occupy and operate the DCC Property for the Permitted Uses during the Term, and that no fee interest held by Mountain Line in the Property is created hereby.

13. Governing Law. This IGA shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona. The Parties agree that any legal proceeding arising out of this IGA shall be brought in the Superior Court of Arizona, in and for Coconino County.

14. Headings. The titles and any subtitles to the sections and paragraphs of this IGA are not part of this agreement and shall have no effect upon the construction or interpretation of any part of the IGA.

15. Integration. This IGA, together with any exhibits appended hereto, embodies the whole agreement of the Parties. There are no other agreements or terms, oral or written. This document supersedes all previous communications, representations, and agreements, oral or written, between the Parties.

16. Authority. The individuals executing this IGA sears/affirms under penalty of perjury that he/she is authorized to take such action.

*[Signatures on following page]*

IN WITNESS WHEREOF, the City and Mountain Line have executed this IGA as of the Effective Date:

**FOR THE CITY OF FLAGSTAFF:**

ATTEST:

| | |
|---|---|
| _____ | _____ |
| By: | By: |
| Name: | Name: |
| Its: | Its: |
| Date: | |

**FOR THE NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY:**

ATTEST:

| | |
|---|---|
| _____ | _____ |
| By: | By: |
| Name: | Name: |
| Its: | Its: |
| Date: | |

**PROPER FORM AND AUTHORITY**:

This IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in the proper form and is within the powers of and authority granted under the laws of this state to such Party.

| | |
|---|---|
| Dated this ___ of _____, 20__. | Dated this ___ of _____, 20__. |
| By: _____ | By: _____ |
| Sterling Solomon | Scott A. Holcomb |
| City of Flagstaff Attorney | NAIPTA General Counsel |

# Exhibit A

LEASE PARCEL BOUNDARY DESCRIPTION

A parcel of land situated in the southeast quarter of Section 16, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, described as follows;

BEGINNING at a 2" diameter aluminum cap at the southeast corner of said parcel described in Instrument No. 3455408, on the northerly line of Phoenix Avenue;

Thence North 75°39'13" West, 252.61 feet along the southerly line of said parcel and the northerly line of said Phoenix Avenue to a 1-1/2" diameter aluminum cap marked "LS 14671";

Thence North 29°07'08" West, 25.32 feet along the southwest line of said parcel to a 1-1/2" diameter aluminum cap marked "LS 14671";

Thence North 30°06'09" East, 147.29 feet along the west line of said parcel to a 1-1/2" diameter aluminum cap marked "LS 14671"at the northwest corner thereof;

Thence South 75°42'54" East, 226.63 along the north line of said parcel to a 2" diameter aluminum cap marked "LS 48756" at the northeast corner thereof;

Thence continuing South 75°42'54" East, 21.42 feet along the easterly prolongation of said northerly line to its intersection with the west line of that parcel described as PARCEL 1 in Docket 1533, Page 056;

Thence North 20°45'30" East, 44.50 feet along the west line of said parcel;

Thence South 79°54'31" East, 81.08 feet;

Thence South 12°14'21" West, 64.58 feet;

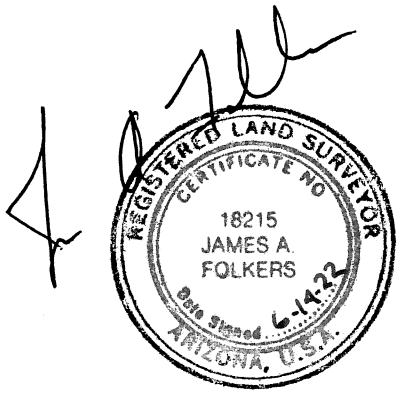
Thence South 75°40'20" East, 286.91 feet;

Thence South 69°03'54" East, 262.02 feet;

Thence South 21°01'48" West, 116.64 feet, more or less, to a point on the southerly line of said parcel on the northerly line of said Phoenix Avenue;

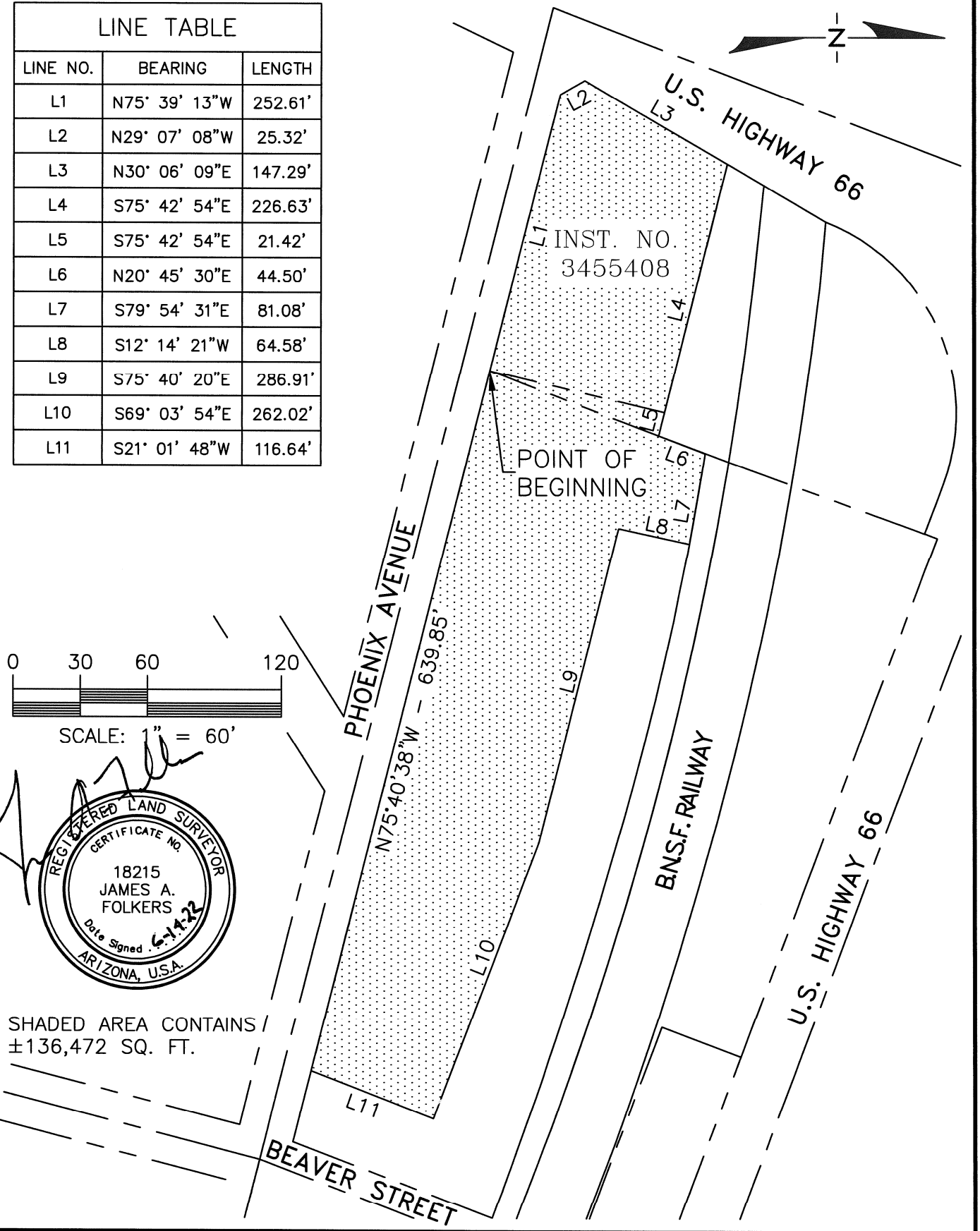
Thence North 75°40'38" West, 639.85 feet along said lines to the POINT OF BEGINNING.

CONTAINING 136,472 square feet (3.13 acres), more or less, as shown on the attached Exhibit drawing, which is made a part hereof by this reference.




Prepared by:
James A. Folkers, RLS
At the request of:
Woodson Engineering & Surveying, LLC
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 121048

| LINE TABLE | | |
|---|---|---|
| LINE NO. | BEARING | LENGTH |
| L1 | N75° 39' 13"W | 252.61' |
| L2 | N29° 07' 08"W | 25.32' |
| L3 | N30° 06' 09"E | 147.29' |
| L4 | S75° 42' 54"E | 226.63' |
| L5 | S75° 42' 54"E | 21.42' |
| L6 | N20° 45' 30"E | 44.50' |
| L7 | S79° 54' 31"E | 81.08' |
| L8 | S12° 14' 21"W | 64.58' |
| L9 | S75° 40' 20"E | 286.91' |
| L10 | S69° 03' 54"E | 262.02' |
| L11 | S21° 01' 48"W | 116.64' |




| | | |
|---|---|---|
| DRAWN BY: JAF | **WOODSON** | EXHIBIT |
| DATE: 6-14-22 | ENGINEERING AND SURVEYING, LLC. | |
| FN: LEASE | 124 N. ELDEN ST. | |
| PROJECT NO.: 121048 | FLAGSTAFF, AZ 86001 | |
| | PHONE:(928)774-4636 FAX:(928)774-4646 | |

# Exhibit B

REMAINDER PARCEL BOUNDARY DESCRIPTION

That parcel of land described in Docket 1533, Page 56, Records of Coconino County, Arizona, situated in the southeast quarter of Section 16, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona;

EXCEPT the following described parcel;

COMMENCING for reference at a 2" diameter aluminum cap at the southwest corner of said parcel on the northerly line of Phoenix Avenue;

Thence North 20°45'30" East, 205.90 feet, more or less, along the west line of said parcel to the northwest corner thereof;

Thence South 79°54'31" East, 81.08 feet along said north line to the POINT OF BEGINNING;

Thence South 12°14'21" West, 64.58 feet;

Thence South 75°40'20" East, 286.91 feet;

Thence South 69°03'54" East, 262.02 feet;

Thence South 21°01'48" West, 116.65 feet, more or less, to a point on the southerly line of said parcel on the northerly line of said Phoenix Avenue;

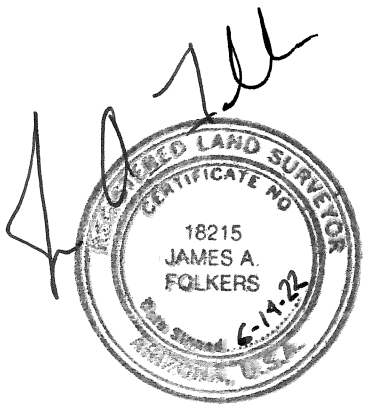
Thence South 75°40'15" East, 64.66 feet along said lines to the southeast corner of said parcel and the intersection of the north line of said Phoenix Avenue and the west line of Beaver Street;

Thence North 20°45'24" East,189.30 feet along said west line to the northeast corner of said parcel;

Thence northwesterly along the north line of said parcel to the POINT OF BEGINNING.

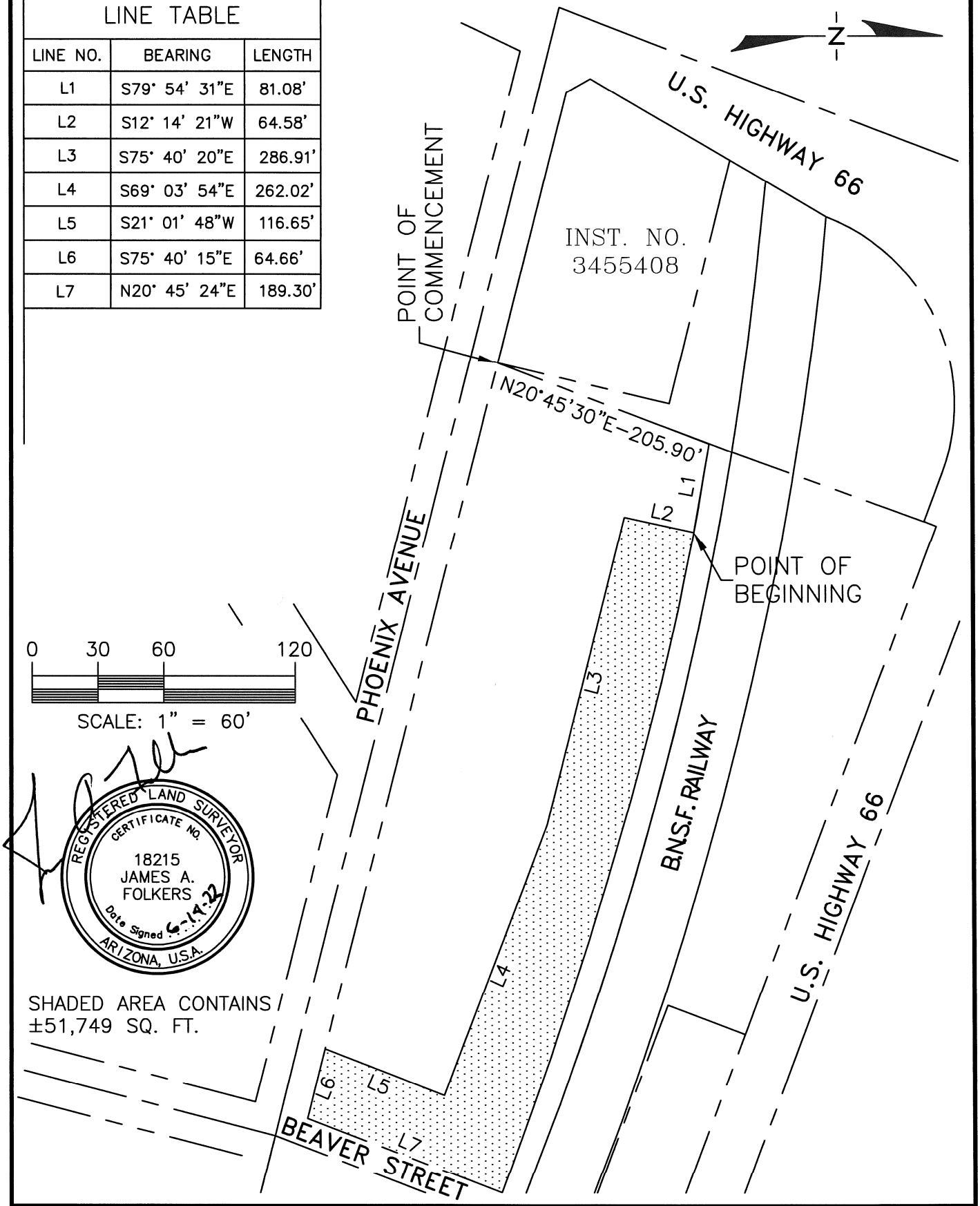
CONTAINING approximately 51,749 square feet (1.19 acres), more or less, as shown on the attached Exhibit drawing, which is made a part hereof by this reference.

SUBJECT to easements and encumbrances of record.




Prepared by:
James A. Folkers, RLS
At the request of:
Woodson Engineering & Surveying, LLC
124 N. Elden Street
Flagstaff, Arizona 86001
Project No. 121048

| LINE TABLE | | |
|---|---|---|
| LINE NO. | BEARING | LENGTH |
| L1 | S79° 54' 31"E | 81.08' |
| L2 | S12° 14' 21"W | 64.58' |
| L3 | S75° 40' 20"E | 286.91' |
| L4 | S69° 03' 54"E | 262.02' |
| L5 | S21° 01' 48"W | 116.65' |
| L6 | S75° 40' 15"E | 64.66' |
| L7 | N20° 45' 24"E | 189.30' |




| | | |
|---|---|---|
| DRAWN BY: JAF | **WOODSON** | EXHIBIT |
| DATE: 6-14-22 | ENGINEERING AND SURVEYING, LLC | |
| FN: LEASE | 124 N. ELDEN ST. | |
| PROJECT NO.: 121048 | FLAGSTAFF, AZ 86001 | |
| | PHONE:(928)774-4636 FAX:(928)774-4646 | |

# Exhibit C

Official Records of Coconino County 3939528
Patty Hansen - Recorder 01/10/2022 09:54 AM Pgs: 4
FLAGSTAFF CITY OF $15.00

**COCONINO COUNTY, ARIZONA RECORDER**
**CONDITIONAL USE PERMIT**
**FROM GRANTOR: CITY OF FLAGSTAFF**
**COCONINO COUNTY, ARIZONA**
**OFFICE OF PLANNING AND ZONING**
**TO GRANTEE: MOUNTAIN LINE**

Permit No. PZ-21-00094-02 ~~PZ-20-00094-02~~
December 19, 2021

Permission is hereby granted to Northern Arizona Intergovernmental Public Transportation Authority, to allow the establishment and continued operation of a Passenger Transportation Facility known as the Downtown Connection Center and associated site work, pursuant to Section 10-40.30.040.B. of the *Flagstaff Zoning Code* at a site located at 216 W Phoenix Avenue in the Commercial Service (CS) zone, and legally described as Coconino County Assessor parcel numbers 100-43-003B, 100-43-001D, and 100-44-005A in the city of Flagstaff, Arizona.

After a public hearing held on December 8, 2021, the Planning and Zoning Commission voted to grant this Conditional Use Permit subject to the following conditions.

1. The development of the site shall substantially conform to the plans as presented with the Conditional Use Permit application and the concept plan as approved by the Inter-Division Staff on October 26, 2021.
2. Development of the site shall not occur until an Intergovernmental Agreement (IGA) has been executed by both the City of Flagstaff and Mountain Line that details the terms for the use of the property owned by the City of Flagstaff. Any modifications to the development plan because of the executed IGA shall be reviewed by the Inter-Division Staff for compliance with all codes and requirements.
3. The City Council shall approve the associated Parking Demand Study prior to the submission of building permits. The City Council shall agree to provide the required parking spaces for the new DCC building within the existing and future parking areas on-site.

Furthermore, this permit is issued on the express condition that the use permitted herein shall conform in all relevant respects to the ordinances of the City of Flagstaff and the laws of the State of Arizona.

Any and all conditions endorsed on this permit are subject to periodic review by the City of Flagstaff's Planning Director. Following review, the Planning and Zoning Commission shall be notified when the conditions of operation imposed in the approval and issuance of this permit have not been or are not being complied with.

The Planning and Zoning Commission shall consider the matter of revocation and set the permit for public hearing. If the Planning and Zoning Commission finds, following the public hearing,

that the conditions imposed in the issuance of this permit are not being complied with, this permit may be revoked and further operation of the use for which this permit was approved shall constitute a violation of the Zoning Code.

This Conditional Use Permit shall become null and void one (1) year from the effective date of December 19, 2021, unless the following shall have occurred:

1. A building permit has been issued and construction begun and diligently pursued; or
2. The approved use has been established; or
3. An extension has been granted by the Planning and Zoning Commission. Such extension shall be for a maximum of one hundred eighty (180) days and no extension may be granted which would extend the validity of the permit more than eighteen (18) months beyond the date of approval of the permit.
4. Property Owner shall sign Consent to Conditions/Waiver for Diminution of Value form as a condition of issuance of the Conditional Use Permit by the City.
5. Development of the use shall not be carried out until the applicant has secured all other permits and approvals required by the Zoning Code, the City, or applicable regional, State, and federal agencies.

This document ___ does modify, or _X_ does not modify the provisions of a previous Conditional Use Permit recorded in docket __N/A__, Office of the Coconino County, Arizona, Recorder.

_____
Planning Director, City of Flagstaff

By: _____
Applicant (if other than the property owner)

STATE OF ARIZONA )
) ss
County of Coconino )

Before me, the undersigned Notary Public, personally appeared Kate Morley who executed the foregoing document for the purposes contained therein.

SUBSCRIBED AND SWORN to before me this 21st day of December, 2021.

_____
Notary Public

My Commission expires: 2/15/2024

RHONDA CASHMAN
Notary Public - Arizona
Coconino County
Commission # 579339
My Comm. Expires Feb 15, 2024

By: H Hansen for
Property Owner

STATE OF ARIZONA )
) ss
County of Coconino )

Before me, the undersigned Notary Public, personally appeared Heidi Hansen who executed the foregoing document for the purposes contained therein.

SUBSCRIBED AND SWORN to before me this 4 day of January, 2022 ~~2021~~.

Stacy Saltzburg
Notary Public

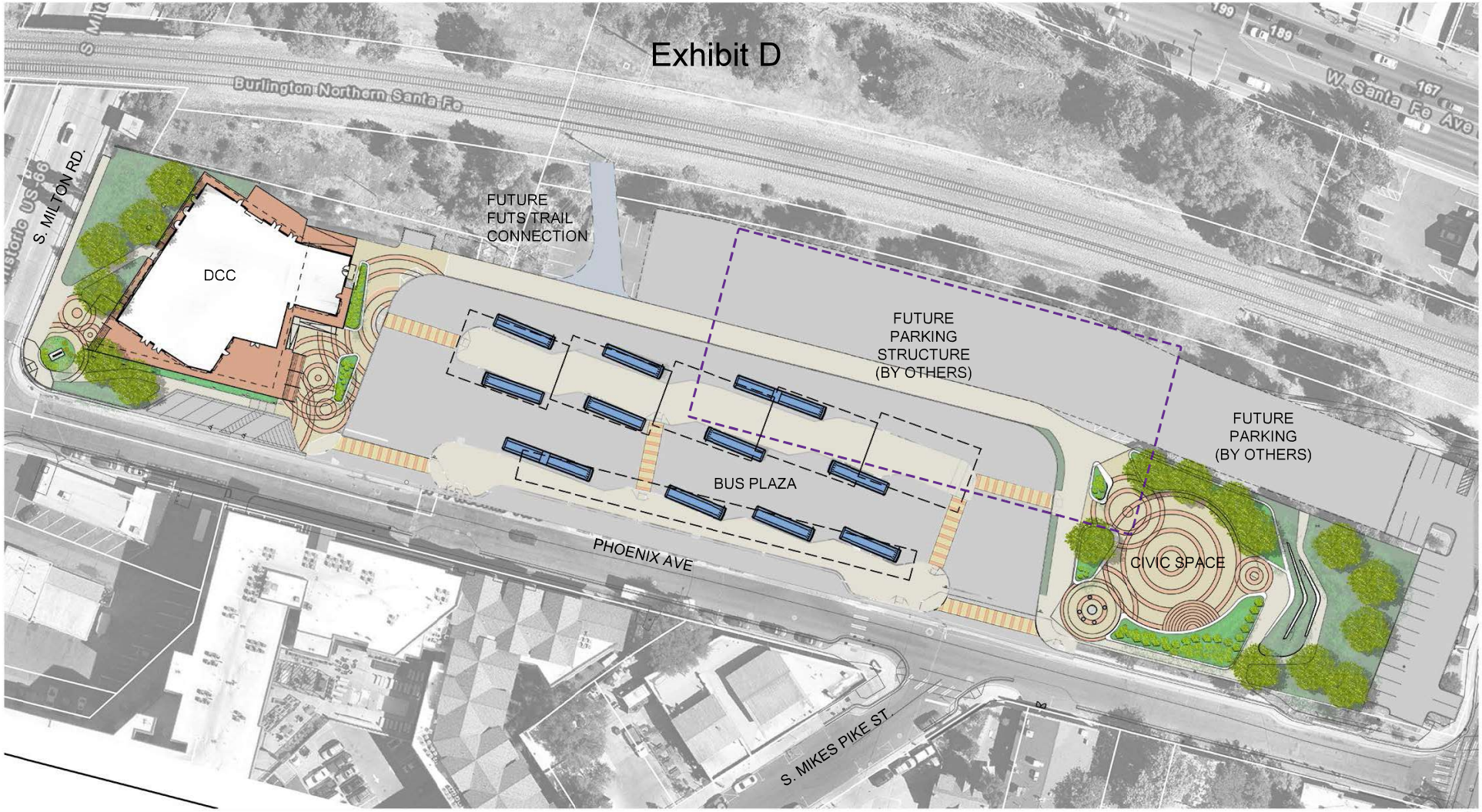
My Commission expires: 01/24/2022

STACY SALTZBURG
Notary Public - State of Arizona
COCONINO COUNTY
My Commission Expires
January 24, 2022

Legal description

Sixteenth: SW Quarter: SE Section: 16 Township: 21N Range: 07E POR THE BURLINGTON NORTHERN & SANTA FE RAILWAY CO STATION GROUND PROPERTY DESC AS FLLWS: BEG INTERSECTION NLY LINE PHOENIX AVE WITH LINE PARALLEL WITH & 700' WLY OF SLY EXT WLY LINE BEAVER STREET; TH WLY ALNG NLY LINE PHOENIX AVE 249.5; TH NWLY 25.33' TO E LINE UNDERPASS US HWY 66 TH NELY ALNG E LINE HWY 66 147.4';TH ELY PARALLEL WITH E LINE PHOENIX AVE 226.43';TH SLY IN STRAIGHT LINE TO POB LESS RR PARCEL 701-3-19A-6 IN SE 1/4 EXCEPT: POR DEEDED TO THE CITY OF FLAGSTAFF IN 1533/56 (.07 AC) LESS .01 ACRE FOR R/W ESMNT REMAINDER .06 AC (ASSESSOR'S DESCRIPTION).

# Exhibit D




**SITE MASTER PLAN**

| REV | DATE | DESCRIPTION |
|---|---|---|
| | | |

Submittal: **CONDITIONAL USE PERMIT**

Seal: **PRELIMINARY** NOT FOR CONSTRUCTION


Consultant: AECOM
7720 North 16th Street
Suite 100
Phoenix, AZ 85020
Phone: (602) 371-1100


Submitted By: _____

Client: Northern Arizona Intergovernmental NAIPTA Public Transportation Authority; MOUNTAIN LINE

Approved By: _____

| | |
|---|---|
| Designed By: | JM |
| Drawn By: | KB/JM |
| Checked By: | CL |
| Approved By: | |

NAIPTA MOUNTAIN LINE
DOWNTOWN CONNECTION CENTER (DCC)

216 W. PHOENIX AVENUE, FLAGSTAFF, AZ 86001
**ASSESSOR'S PARCEL NUMBER (APN)** 100-40-05A, 100-43-003B, 100-43-001D

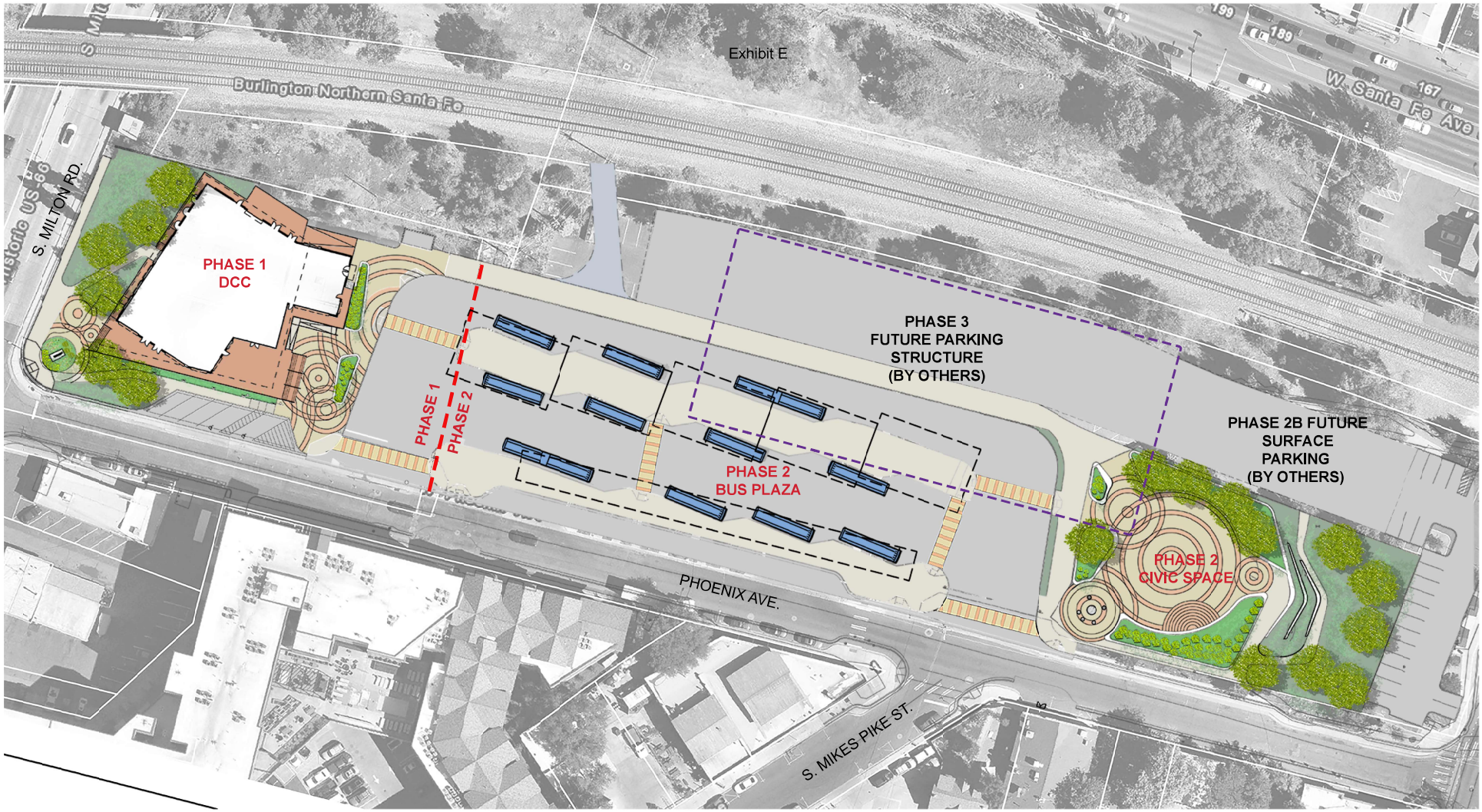
**PROPERTY OWNER**: BRYCE DOTY, CITY OF FLAGSTAFF, (928) 637-8384
**DEVELOPER**: KATE MORLEY, MOUNTAIN LINE, (928) 679-8903
3773 N. KASPER DRIVE, FLAGSTAFF, AZ 86004
**PREPARER**: JENNIFER LOVE, AECOM, (602) 648-2423

@ 24X36

| | |
|---|---|
| CADD Filename: | 60595394_DCC_CUP_Plan.dwg |
| Submittal Date: | 11/5/2021 |
| Contract No.: | 60595394 |
| Sheet No.: | 2 |


DWG File: C:\Users\MCuia\AECOM\NAIPTA DCC - General\Landscape Arch\600_CAD_GIS\619_CAD\Sheets\60595394_DCC_CUP_Plan.dwg
McCuia, Jodi
15:14
28-Oct-2021

Exhibit E




## PHASING PLAN

| REV | DATE | DESCRIPTION |
|---|---|---|

Submittal: **CONDITIONAL USE PERMIT**

Seal: **PRELIMINARY NOT FOR CONSTRUCTION**


Consultant: AECOM
7720 North 16th Street
Suite 100
Phoenix, AZ 85020
Phone: (602) 371-1100


Submitted By:

Client: Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) / Mountain Line

Approved By:

| | |
|---|---|
| Designed By: | JM |
| Drawn By: | KMJM |
| Checked By: | DL |
| Approved By: | |

NAIPTA MOUNTAIN LINE
DOWNTOWN CONNECTION CENTER (DCC)

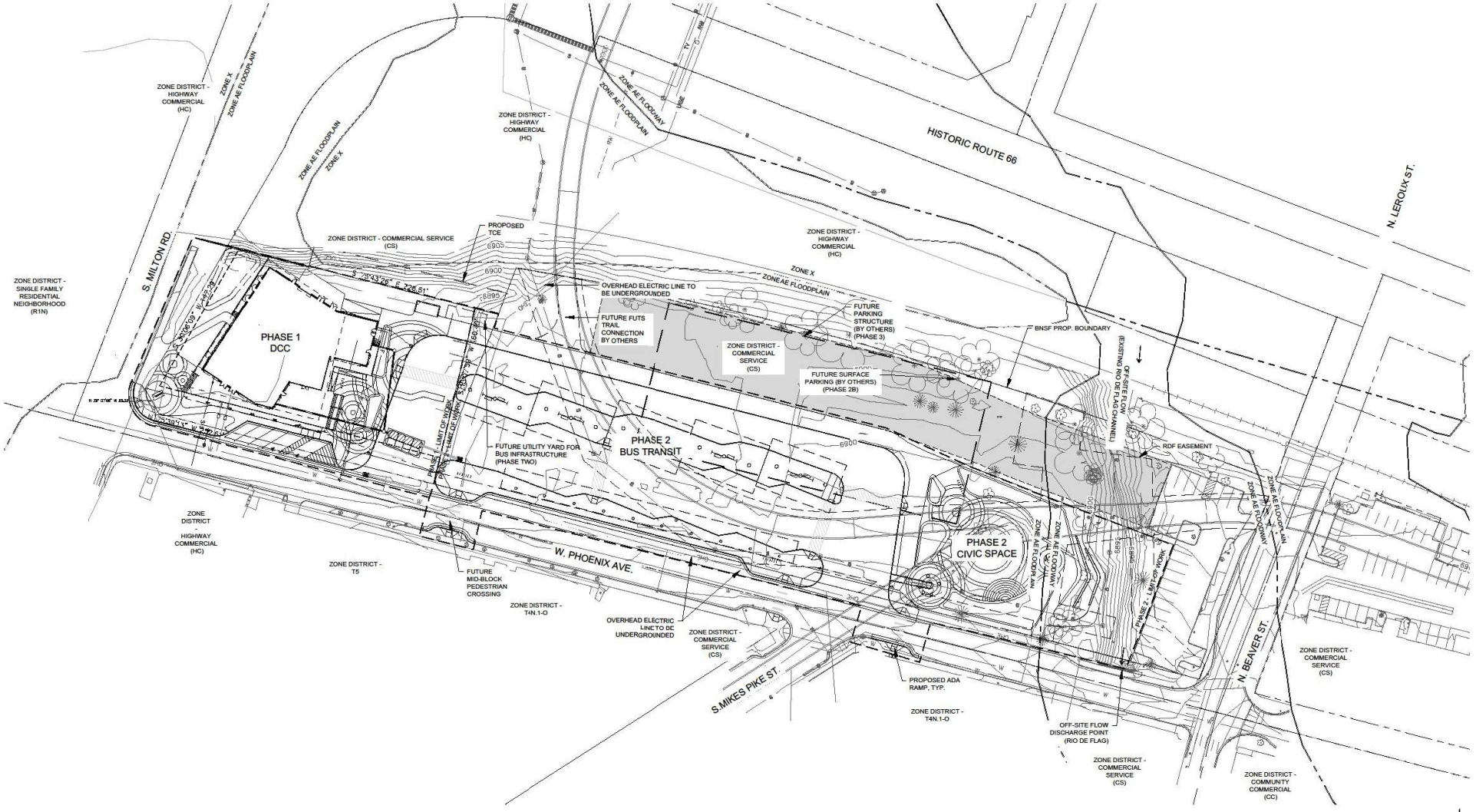
216 W. PHOENIX AVENUE, FLAGSTAFF, AZ 86001
**ASSESSOR'S PARCEL NUMBER (APN)** 100405A, 10043003B, 10043001D

**PROPERTY OWNER:** BRYCE DOTY, CITY OF FLAGSTAFF, (928) 637-8384
**DEVELOPER:** KATE MORLEY, MOUNTAIN LINE, (928) 679-8903
3773 N. KASPER DRIVE, FLAGSTAFF, AZ 86004
**PREPARER:** JENNIFER LOVE, AECOM, (602) 648-2423

@ 24X36

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| CAD0 Filename: | 60595394_DCC_CUP_Plan.dwg |
| Submittal Date: | 11/5/2021 |
| Contract No: | 60595394 |
| Sheet No.: | 3 |


DWG File: C:\Users\McOue\AECOM\NAIPTA DCC - General\Landscape Arch\900_CAD_GIS\910_CADSheets\60595394_DCC_CUP_Plan.dwg
McOue, Jodi
28-Oct-2021 13:34




**SITE PLAN**
**PHASING PLAN**

| REV | DATE | DESCRIPTION |
|---|---|---|
| | | |

Submittal: **SITE PLAN**

Seal: **PRELIMINARY** NOT FOR CONSTRUCTION


Consultant: AECOM
7720 North 16th Street
Suite 100
Phoenix, AZ 85020
Phone: (602) 371-1100


Submitted By: _____

Client: Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) / Mountain Line

Approved By: _____

Designed By: JM
Drawn By: KB/JM
Checked By: CL
Approved By:

**NAIPTA MOUNTAIN LINE**
**DOWNTOWN CONNECTION CENTER (DCC) - PHASE ONE**

216 W. PHOENIX AVENUE, FLAGSTAFF, AZ 86001
**ASSESSOR'S PARCEL NUMBER (APN)** 10044054A, 10043003B, 10043001D

**PROPERTY OWNER**: BRYCE DOTY, CITY OF FLAGSTAFF, (928) 637-8394
**DEVELOPER**: KATE MORLEY, MOUNTAIN LINE, (928) 679-8903
3773 N. KASPER DRIVE, FLAGSTAFF, AZ 86004
**PREPARER**: JENNIFER LOVE, AECOM, (602) 648-2423

@ 24X36
CADD Filename: 60595394_DCC_Phase_Plan.dwg
Submittal Date: 11/05/21
Contract No.: 60595394
Sheet No.: 4

16:11
29-Oct-2021
McCaw, Joel
DWG File: C:\Users\McCaw.JAECOM\NAIPTA DCC - General\Landscape Arch\600 CAD GIS\10 CAD\Sheets\60595394 DCC Phase Plan.dwg

**12. D.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council

**From:** Jeanie Gallagher, Human Resources Director

**Co-Submitter:** Dietrich Sauer

**Date:** 06/14/2022

**Meeting Date:** 06/21/2022

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**TITLE:**

**Consideration and Adoption of Ordinance No. 2022-15:** An ordinance amending Flagstaff City Code, Chapter 1-14, Personnel System, and the Employee Handbook of Regulations Section 1-10-70, Employee Advisory Committee, to reorganize and add member representation based on recent changes to the City's organizational chart and authorized Full Time Equivalents (FTE's).

**STAFF RECOMMENDED ACTION:**

At the June 21, 2022 Council Meeting:

1) Read Ordinance No. 2022-15 by title only for the first time
2) City Clerk reads Ordinance No. 2022-15 by title only (if approved above)

At the June 21, 2022 Council Meeting:

3) Read Ordinance No. 2022-15 by title only for the final time
4) City Clerk reads Ordinance No. 2022-15 by title only (if approved above)
5) Adopt Ordinance No. 2022-15

**Executive Summary:**

In accordance with City Code and thereby the Employee Handbook of Regulations, the Employee Advisory Committee shall have the following membership:

Each group will be assigned a number of members based on the number of tenured, tenure-eligible and exempt employees.

1. A group with less than 50 employees is assigned one (1) EAC member.
2. A group with 50 to 100 employees is assigned two (2) EAC members.
3. A group with more than 100 employees is assigned three (3) EAC members.

Based upon organizational structure changes, two new employee groups are added: 1) City Engineering, and 2) Parks, Recreation, Open Space, Events.

Additionally, the number of employees per group are to be evaluated each year and if the number of members at the time of election is too low, the appropriate number of regular and alternate members will be added. The result of this evaluation is to add eight (8) new Regular and eight (8) new alternate members.

**Financial Impact:**

Minimal financial impact is anticipated.  Members are paid to attend meetings during regular work hours.

**Policy Impact:**

There is no anticipated policy impact for these changes.

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

**Priority Based Budget Key Community Priorities and Objectives**

High Performing Governance:  Implement innovative local government programs, new ideas &best practices; be recognized as a model for others to follow.  Be an employer oc choice through inclusive recruitment & by providing employees with the necessary tools, training, support & compensation.

**Carbon Neutrality Plan**

Not applicable.

**Regional Plan**

Not applicable.

**Has There Been Previous Council Decision on This:**

Yes.  Modifications to membership are made as required by existing Code.  Modifications to employee membership have not been made since 2020.

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**Attachments:** Ord. 2022-15

**ORDINANCE NO. 2022-15**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, PERSONNEL SYSTEM, AND THE EMPLOYEE HANDBOOK OF REGULATIONS, SECTION 1-10-070, EMPLOYEE ADVISORY COMMITTEE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, Flagstaff City Code section 1-14-001-006 establishes the City's Employee Advisory Committee (EAC); and

WHEREAS, the purpose of the EAC is to foster ongoing employee-employer relations by providing a process and forum for employees to recommend changes to the City Manager concerning employment-related policies and procedures, safety, compensation and benefits; and

WHEREAS, the proposed amendments to the City Code sections pertaining to the EAC will reorganize and add member representation based on recent changes to the City's organizational chart and authorized Full Time Equivalents (FTE's) by work group; and

WHEREAS, the City Code sections pertaining to the EAC are copied into section 1-10-070 of the Employee Handbook of Regulations; thus, any amendments to the EAC sections in the Code will also amend section 1-10-070 of the Handbook; and

WHEREAS, the City Council has authority to approve the proposed amendments to the Flagstaff Employee Handbook of Regulations pursuant to the Flagstaff City Charter, Article IV; and

WHEREAS, the proposed amendments have been reviewed by the EAC, and the EAC has recommended approval of these amendments.

**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 hereby amended as shown below (additions are underlined and in caps, deletions are stricken). These amendments will also amend Section 1-10-070 of the Employee Handbook of Regulations, which mirrors the amended sections.

**1-14-001-0006.5 Structure**

A. The Employee Advisory Committee shall consist of the following members, by group, excluding ineligible employees except for the Human Resources Director, or designee,

who shall serve as a non-voting member, and shall provide information to the EAC as needed:

1. Administrative Services - (City Manager's Office, Information Technology, Legal, Human Resources/RISK MANAGEMENT, Public Affairs, ~~Risk Management,~~ Sustainability and City Clerk's Office) – ~~one~~ TWO (~~1~~2) memberS

2. Management Services - (Finance, Payroll, Revenue and Purchasing) – two (2) members

3. Police - (Commissioned ~~two~~ THREE members and Non-Commissioned ~~one~~ TWO memberS) - ~~three~~ FIVE (~~3~~5) members

4. Fire - ~~two~~ THREE (~~2~~3) members

5. Public Works - (Public Works Administration, Solid Waste, Streets, ~~Parks and Recreation~~, Fleet, Facility Maintenance ~~and Environmental Management~~) - three (3) members

6. Community Development - (Planning & Development, Housing, ~~Engineering,~~ and Real Estate) - two (2) members

7. Water Services - two (2) members

8. City Court - one (1) member

9. Economic Vitality - (Convention & Visitors Bureau, Airport, Community Investment, and Library) - ~~two~~ THREE (~~2~~3) members

10. CITY ENGINEERING – ONE (1) MEMBER

11. PARKS, RECREATION, OPEN SPACE, EVENTS – TWO (2) MEMBERS

~~10~~12. The Human Resources Director, or designee, is a permanent, non-voting member.

SECTION 2. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of July, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**12. E.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Tiffany Antol, Senior Planner |
| **Date:** | 06/14/2022 |
| **Meeting Date:** | 06/21/2022 |

**TITLE:**

**Consideration and Adoption of Resolution No. 2022-30:** A resolution authorizing the execution of a Development Agreement between VP66 & Woody Mountain, LLC and the City of Flagstaff related to the development of approximately 197.58 acres of real property generally located at 3425 W Route 66 known as Timber Sky.

**STAFF RECOMMENDED ACTION:**

If Council desires to approve the 4th Amendment to the Timber Sky Annexation and Development Agreement:

1) Read Resolution No. 2022-30 by title only
2) City Clerk reads Resolution No. 2022-30 by title only (if approved above)
3) Adopt Resolution No.2022-30

**Executive Summary:**

State law allows the City to enter into development agreements by resolution. The proposed agreement governs the terms and conditions of zoning densities, workforce housing, and water system improvement requirements for the Timber Sky development.

**Financial Impact:**

No financial impacts have been identified.

**Policy Impact:**

No policy impacts have been identified.

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

**Priority Based Budget Key Community Priorities and Objectives**

Robust Resilient Economy - Support & strengthen a more robust, diverse, & sustainable economy in ways that reflect community values & provides for affordable housing opportunities.
Livable Community - Actively support attainable & affordable housing through City projects & opportunities with developers.

**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.

**Regional Plan**

Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.
Policy NH.3.1. Provide a variety of housing types throughout the City and region including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
Policy NH.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms.
Policy NH.3.5. Encourage and incentivize affordable housing.

**Has There Been Previous Council Decision on This:**

City Council approved the original development agreement for the Timber Sky project on November 15, 2016. A first amendment was approved on September 18, 2017, a second amendment on March 14, 2018, and a third amendment on September 18, 2018.

**Options and Alternatives:**

1. City Council may approve the Development Agreement Amendment as presented.
2. City Council may approve the Development Agreement Amendment with additional, modified, or deleted terms.
3. City Council may remand the Development Agreement Amendment back to staff for additional negotiations with the Owner.
4. City Council may deny the Development Agreement Amendment.

**Background/History:**

Timber Sky is a master planned, multi-phased development that has zoning to support a minimum of 910 dwelling units and a maximum of 1,656 dwelling units. The development includes a mixture of high density residential, medium density residential, and single-family residential units combined with commercial services and open space on 197.58-acres. An Annexation, a Concept Zoning Map Amendment, and a Preliminary Block Plat were approved by the Council on November 15, 2016. Timber Sky was intended to be developed in four phases with both on-site and off-site infrastructure improvements. The anticipated phases 2 and 3 were combined in the last block plat. The first development agreement for this project was approved in conjunction with the cases referenced above and governs the terms and conditions of the annexation, zoning map amendment and phasing of the subdivision improvements. This agreement included provisions for workforce housing to consist of 100 residential ownership (City of Flagstaff Land Trust - CLT) units with a minimum of 2 bedrooms and 2 bathrooms that would be sold at or below 100% AMI affordability level. No incentives were taken for the provision of these units. The workforce housing provisions were amended in the Second Amendment to the Timber Sky Annexation and Development Agreement which included an incentive (reduced engineering fees) for the 100 residential ownership units. These provisions included a penalty if 75% of the units were not completed prior to Phase 4.

**Key Considerations:**

Update: Following the original submission of the staff summary, Vintage Partners discussed the proposed DA amendment with Council at a work session on June 14 and agreed to additional changes. The revised amendment is attached. It addresses most of staff's concerns below, with the exception of adding Roers and Habitat for Humanity as signatories to the amendment. The revised amendment also reduces the number of committed rental units from 200 to 190. Although Roers has submitted a concept plan showing 200 units, Vintage Partners wanted a buffer in case Roers needs to reduce units during the development review process.

Vintage Partners has provided staff with a draft amendment to the Development Agreement, which is attached. Staff is attempting to negotiate revised terms and discussions are underway to address some issues identified by staff. The attached draft DA amendment will be updated prior to final agenda if agreement is reached. The main points of amendment and concerns staff has identified are set forth below.

**Amendment Request**

The main points of the amendment are as follows:

- Section 5.1.3 Densities: This new addition allows the density of the project to be averaged across the project regardless of zoning category. This provision will not increase the overall maximum density for the project, nor will it permit the density of any individual development parcel to exceed the maximum density for that parcel.
- Section 5.2 Workforce Housing: This section of the original Development Agreement–requiring 100 residential ownership units–will be replaced with the following provisions:
    - Affordable Rental Units: First, Block One will be sold to Roers Flagstaff Apartment Owners, LLC for the development of affordable rentals. Block One will be deed restricted, requiring the development of at least two hundred (200) affordable residential units that will be rented to lessees with an average household income of 60% or less of the Area Median Income (AMI) for a period of no less than 30 years. Site Plan application must be approved with twelve (12) months. The Vintage obligation is met once Roers (or other developer) is under construction.
    - Affordable Ownership Units: Vintage will donate no less than three (3) acres to Habitat for Humanity to develop no less than 40 homes for permanent affordability through the City Community Land Trust program. The specific land and proposed layout will be attached to the proposed Development Agreement Amendment. The units will be part of the Timber Sky Homeowners Association and therefore subject to the same design standards in order to maintain consistency in the community. The property will revert to the City of Flagstaff if development is not complete within five (5) years of Agreement. The City and Habitat shall enter into an agreement regarding the specifics of the housing development.
    - Timber Sky Phase 4 will not record a final plat unless the Roers project is under construction and the land described above has been transferred to Habitat.
- Sections 8.4.1.1 and 8.4.1.2 Water Fees: This amendment was recommended by staff as a cleanup measure. All required capacity fees will be paid in the ordinary course.

**Staff Concerns with Amendment as Proposed**

Section 5.2 Workforce Housing:

- Staff recommends the amendment include the following commitments in regard to the Affordable Ownership Units:
    - Vintage Partners will stub infrastructure to the Habitat parcel, including road and utilities.
    - At the time of the new subdivision plat for Block 2, Vintage Partners will grant to the Habitat parcel the rights for cross parcel detention and utility access. (Without this, the Habitat parcel cannot develop as proposed.)
    - The 40 units on the Habitat parcel will be starter homes in alignment with Habitat's existing starter home program, roughly 400 square feet in total size, and able to house up to a family size of three.

Additional Concerns

- The provision stating that less than 200 rental units will satisfy the agreement if City Code requirements do not allow for 200 rental units is confusing. City Code requirements will never prohibit 200 units on the parcel identified, but they could increase the cost of development or alter the design.

- Grading is an insufficient trigger to ensure development of the Roers parcel.
- The draft incorrectly states that Block 2 will need a replat. The City does not have a replat process. In actuality, Vintage Partners will need a new subdivision plat.
- Although the agreement largely revolves around the obligations of Roers and Habitat, neither entity is a party to the agreement. Staff recommends that Roers and Habitat be included as signatories on the Development Agreement.

**Community Involvement:**

Inform

A public hearing or public outreach is currently required as part of the City Council's review of an amended development agreement.

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**Attachments:** Res. 2022-30

Updated 4th Amendment to Timber Sky Development Agreement (redlined)

**RESOLUTION NO. 2022-30**

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING THE EXECUTION OF THE FOURTH AMENDMENT TO THE TIMBER SKY ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND VP 66 & WOODY MOUNTAIN, LLC RELATED TO THE DEVELOPMENT OF APPROXIMATELY 197.58 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 3425 WEST ROUTE 66 AND ESTABLISHING AN EFFECTIVE DATE**

**RECITALS:**

WHEREAS, VP 66 & Woody Mountain, LLC ("Owner") is the owner of approximately 64.97 acres of real property generally located at 3425 West Route 66 (the "Property"); and

WHEREAS, Owner and the City wish to enter into an amended development agreement, in the form attached to this Resolution as Exhibit A ("Development Agreement"), to provide for the terms and conditions under which the Property will be developed and to set forth in detail certain obligations of Developer and the City; and

WHEREAS, developing the Property under the terms and condition of the proposed Development Agreement would be consistent with the Flagstaff Regional Plan 2030, and Developer and the City acknowledge that the Development Agreement would operate to the benefit of both parties; and

WHEREAS, Arizona Revised Statutes § 9-500.05 authorizes the City to enter into development agreements in order to facilitate the orderly and effective development of properties.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. The Development Agreement provides benefit to the City of Flagstaff.

SECTION 2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs and land use designations of the General Plan, any applicable specific plans, and the Zoning Code.

SECTION 3. The Development Agreement complies with the requirements of Arizona Revised Statutes § 9-500.05.

SECTION 4. That the City of Flagstaff be hereby authorized to enter into the development agreement in the form attached to this Resolution as Exhibit A.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Development

Agreement and its related documents and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 6. That City Clerk be hereby directed to record a copy of the agreement with the Coconino County recorder no later than ten days after the development agreement is executed.

SECTION 7. This Resolution shall become effective thirty (30) days following adoption by the City Council

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of June 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Development Agreement

When recorded, mail to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

**FOURTH AMENDMENT TO**
**TIMBER SKY ANNEXATION AND DEVELOPMENT AGREEMENT**

This Fourth Amendment to Timber Sky Annexation and Development Agreement ("**Amendment**") is entered into effective as of _____, 2022 ("**Amendment Date**"), by and between City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona ("**City**"), and VP 66 & Woody Mountain, L.L.C., an Arizona limited liability company ("**Owner**").

**RECITALS**

A. City and Vintage entered into that certain Timber Sky Annexation and Development Agreement dated November 15, 2016, and recorded in the Official Records of Coconino County as Document No. 3772624 (the "**Original Agreement**"), as amended by that certain First Amendment to Timber Sky Annexation and Development Agreement dated September 18, 2017, and recorded in the Official Records of Coconino County as Document No. 3796196 ("**First Amendment**"), and as further amended by that certain Second Amendment to Timber Sky Annexation and Development Agreement dated March 14, 2018, and recorded in the Official Records of Coconino County as Document No. 3810373 ("**Second Amendment**"), and as further amended by that certain Third Amendment to Timber Sky Annexation and Development Agreement dated September 18, 2018, and recorded in the Official Records of Coconino County as Document No. DEV-2018-188-AG1-AM3 ("**Third Amendment**"). The Original Agreement, as amended by the First Amendment, the Second Amendment and Third Amendment are referred to herein as the "**Agreement**". Unless otherwise defined in this Amendment, initially capitalized terms used herein have the meanings given them in the Agreement.

B. The parties desire to amend the Agreement on the terms and conditions more fully set forth below, which amendment is made pursuant to Section 15.4 of the Agreement.

**AMENDMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Density Average. The following is hereby added to the end of Section 5.1.3 of the Agreement:

"The density of the Project may be averaged between development parcels within the Project regardless of the zoning categories of the development parcels; provided, however, (i) the overall density of the Project, cannot exceed the maximum density for the Project, and (ii) the density of each development parcel cannot exceed the maximum density for that development parcel."

2. Workforce Housing. Section 5.2 of the Agreement, and the last four (4) sentences of Section 13.1 of the Agreement, are hereby deleted and replaced with the following:

"5.2 The Project shall provide affordable housing by way of residential rental and ownership units.

(1) Land for Rental Units – "**Block 1**" of the Timber Sky Final Block Plat ("**Block Plat**") recorded in the Official Records of the Coconino County Recorder at Instrument Number 3810031 (the "**Affordable Rental Property**"), shall be restricted for development of a minimum of 190 affordable residential rental units ("**Affordable Rental Unit**"). Owner is under contract to sell the Affordable Rental Property ("**Roers PSA**") to Roers Flagstaff Apartment Owner LLC, a Minnesota limited liability company ("**Roers**"), who is a developer of affordable rental units. Roers has submitted to the City for review and approval that certain Concept Plan dated _____ and prepared by _____ under Case No. _____ ("**Concept Plan**") and the Concept Plan provides for _____ Affordable Rental Units. For a period of thirty (30) years from the date the Affordable Rental Units are put into service, the leasing of Affordable Rental Units will be income-restricted, so that the average household income for lessees of the Affordable Rental Units (at the time of leasing, as reported by such households) equals, or is less than, sixty percent (60%) of the Area Median Income ("**AMI**"), as determined by the United States Department of Housing and Urban Development. On or before the conveyance of the Affordable Rental Property to a developer of affordable rental units, Owner shall cause a Restrictive Covenant to be recorded against the Affordable Rental Property, which restricts the development of the Affordable Rental Property as set forth in this sub-section (1) ("**Restrictive Covenant**"). The Restrictive Covenant shall provide that the City is an intended third-party beneficiary of the Restrictive Covenant with the right to enforce the same and that the Restrictive Covenant cannot be modified or removed without the consent of the City. Owner shall provide a copy of the Restrictive Covenant to the City for approval prior to recordation, which approval shall not be unreasonably withheld. The Owner's obligation under this sub-section (1) shall be satisfied once the Restrictive Covenant is recorded and the City has accepted a complete rough grading certificate for Block 1; however, the restrictions on development set forth herein and in the Restrictive Covenant shall run with the Affordable Rental Property.

(2) Land for Ownership Units – The Owner shall convey no less than three (3) acres of land as generally depicted on **Exhibit A** attached hereto (the "**Habitat Property**"), to "Habitat for Humanity" or an affiliate thereof ("**Habitat**"), for development of at least forty (40) units intended for ownership ("**Affordable Ownership Units**"). Criteria for the sale of Affordable Ownership Units, once developed by Habitat, will be subject to a program approved by the City and Habitat (the "**Habitat Affordability Plan**"), and shall include the following terms and conditions: (i) Affordable Ownership Units will be sold to purchasers that have an income equal (at the time of purchase, as reported by such households) to or less than one hundred percent (100%) of AMI, and, (ii) the Affordable Ownership Units will be restricted for affordability as described in this sub-section, and (iii) will be starter homes in alignment with Habitat's existing starter home program with the City and (iv) placed in the City's Community Land Trust; where, the Habitat Affordability Plan, and all terms and conditions thereof, including any restrictive covenant shall continue in perpetuity from the date the Affordable Ownership Units are placed into service, unless otherwise prescribed by State or Federal Law. The terms of the Habitat Affordability Plan may be agreed to and amended by the written consent of Habitat and the City Manager of the City and without the consent of Owner.

Owner shall provide a copy of the Restrictive Covenant to the City for approval prior to recordation which approval shall not be unreasonably withheld and be given so long as Restrictive Covenant is consistent with the terms of this Agreement. The Owner's obligations under this sub-section (2) shall be satisfied upon the conveyance of the Habitat Property to Habitat, or to any other entity approved by the City Manager, however the restrictions on development set forth herein and in the Restrictive Covenant shall run with the Habitat Property. The parties acknowledge that, prior to conveyance of the Habitat Property to Habitat, Owner shall be required to process a new subdivision plat of "**Block 2**" of the Block Plat in order to legally subdivide the Habitat Property from the balance of Block 2, and the parties agree to use commercially reasonable efforts to prepare, process and approve such subdivision plat as soon as reasonably possible following the Amendment Date. Owner will provide access and stub utilities to the Habitat Property. The parties agree that the approved, completed and accepted Phase 1 infrastructure plan included road ingress and utility stubs to Habitat Property. The Habitat Property shall be conveyed pursuant to a special warranty deed which shall contain a right of reversion whereby the Habitat Property shall revert to the City or its assignee, if construction of the 40 units is not substantially complete as determined in the sole and absolute discretion of the City within 5-years

following the date that the Habitat Property is conveyed to Habitat. ~~Owner agrees~~The owner of fee title to Block 2agrees to work in good faith with ~~all property owners in Timber Sky~~the owner of the Habitat Property regarding cross access for retention, detention and utilities. To further the objective of the Agreement to create unidentifiable affordable housing, concurrently with the conveyance of the Habitat Property to Habitat, the Habitat Property will be annexed into and subject to the Declaration of Covenants, Conditions and Restrictions for Timber Sky recorded as Instrument No. 2019-3859262 in the Official Records of the Coconino County Recorder (the "**Declaration**") so that the Habitat Property is subject to the same design review process as the rest of the Project. ~~Owner will ensure that the~~ The Restrictive Covenant ~~states that payment of fees~~will state that the Assessments (as defined in the Declaration) to the ~~Timber Sky Home Owners association~~Association (as defined in the Declaration) shall be paid by Habitat through a payment ~~of the owner of the improvements, or by~~ from the ~~owner~~ owners of the ~~improvements~~homes located on the Habitat Property (each, a "**Homeowner**"), or directly by a Homeowner, if requested by ~~the owner of the improvements~~such Homeowner, and that as between Habitat, the City, and the Homeowners, the City is not the responsible party.

(3) Development Standards. Developers of the above workforce housing projects may elect to use current Zoning Code provisions where advantageous to the developer of the Affordable Rental Units and/or Affordable Housing Unit(s).

(4) Phase 4 Development. Owner agrees and acknowledges that the City will not sign any final plat(s) for "Tract ZZ" of the Timber Sky Final Block Plat – Phase 2 recorded in the Official Records of the Coconino County Recorder at Instrument Number 33937728 until (i) the Restrictive Covenant is recorded against the Affordable Rental Property and the City has accepted a complete rough grading certificate, and (ii) the Habitat Property has been conveyed to Habitat or other entity approved by the City Manager. However, the City shall review and consider for approval any site plan, preliminary plat and final plat prior to the satisfaction of Owner's obligations as set forth in the preceding sentence.

3. Water System Improvement Requirements. The parties agree that Section 8.4.1, Section 8.4.1.1 and Section 8.4.1.2 of the Agreement are hereby deleted in their entirety and water capacity fees will instead be collected in the ordinary course of development.

4. Alternative Payment Schedule for Engineering Fees. In the first sentence of Section 13.1, the term "100 AMI-accessible units" is replaced with "Affordable Rental and Ownership Units". The following sentences are added to the end of Section 13.1:

> The monetary penalty as described above shall be satisfied or no longer required when the affordability obligations as modified in Section 5.2 of this Amendment are satisfied and the final plat for Tract ZZ is eligible for City signature. Notwithstanding anything to the contrary herein, Owner shall pay current Engineering Fees for Phase 4.

5. Miscellaneous. Except as stated herein, the Agreement shall remain in full force and effect and is hereby ratified and approved. If there is any inconsistency between the terms of the Agreement and the terms of this Amendment, the provisions of this Amendment will govern and control the rights and obligations of the parties. This Amendment may be signed in counterparts.

**6.** Conflict of Interest. This Amendment and the Development Agreement may be cancelled by the City pursuant to A.R.S. § 38-511.

[Balance of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, City and Owner have executed this Amendment as of the date first set forth above.

**"City"**

City of Flagstaff, an Arizona municipal corporation

_____
Paul Deasy, Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

**"Vintage"**

VP 66 & Woody Mountain, L.L.C., an Arizona limited liability company

By: Vintage Partners, LLC, an Arizona limited liability company
Its: Manager

By: Edward & Company, LLC, an Arizona limited liability company
Its: Administrative Member

By: _____
Mark Ortman, Jr.
Its: Manager

STATE OF ARIZONA )
COUNTY OF COCONINO )

ACKNOWLEDGMENT

On this _____ day of _____, 2022, 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 she executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

_____
Notary Public
My Commission Expires:_____

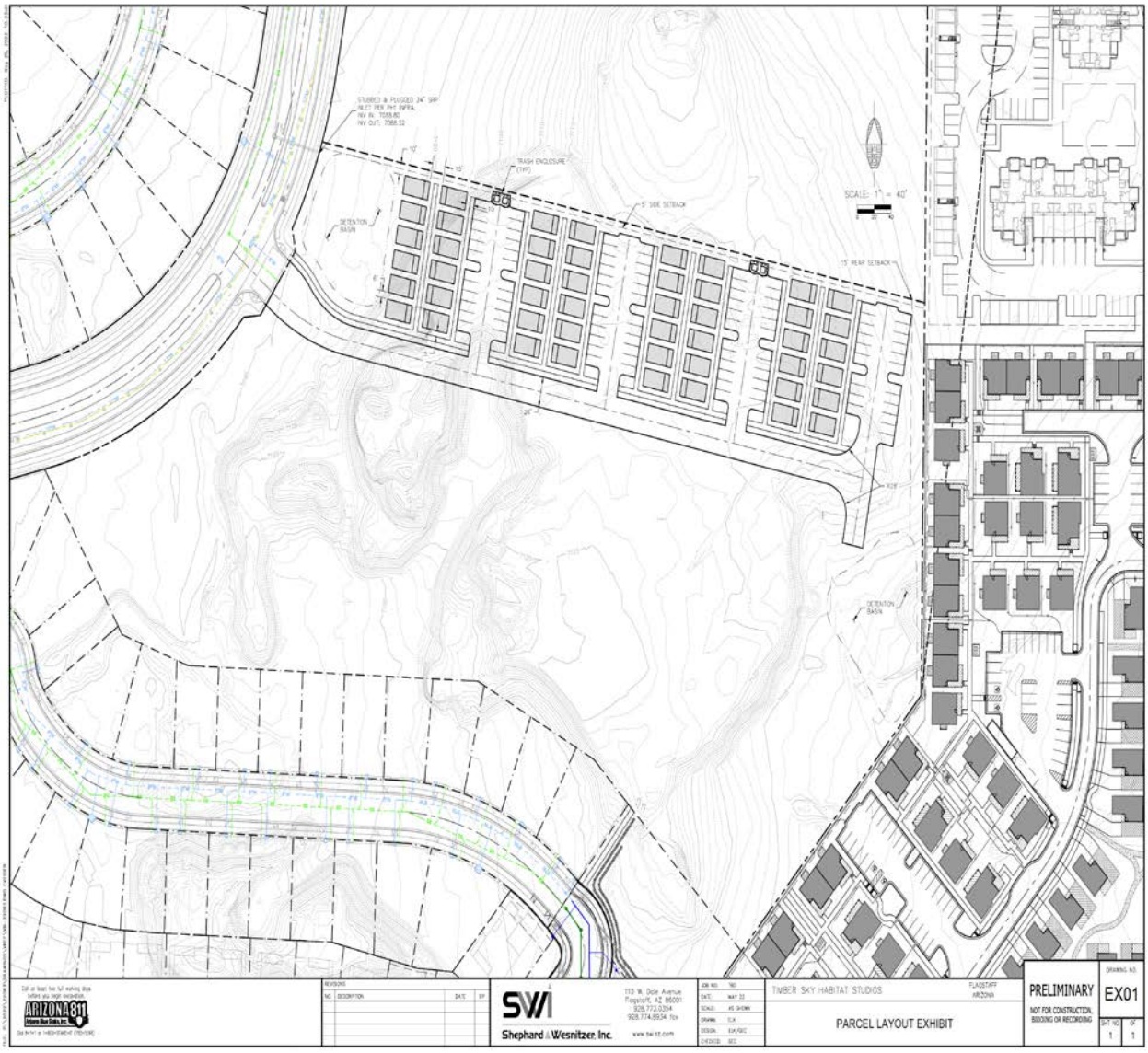
STATE OF ARIZONA )
COUNTY OF MARICOPA )

ACKNOWLEDGMENT

On this _____day of_____, 2022, before me, a Notary Public, personally appeared Mark Ortman, Jr., known to me to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same on behalf of VP 66 & Woody Mountain, L.L.C., an Arizona limited liability company, for the purposes therein contained.

_____
Notary Public
My Commission Expires:_____

**Exhibit A**
Depiction of Habitat Property



# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Stacy Saltzburg, City Clerk |
| **Date:** | 06/14/2022 |
| **Meeting Date:** | 06/21/2022 |

**TITLE:**

**Consideration and Adoption of Resolution No. 2022-29:** A resolution approving the Intergovernmental Agreement between the City of Flagstaff and Coconino County for election services for the August 2, 2022 Primary Election and November 8, 2022 General Election

**STAFF RECOMMENDED ACTION:**

1) Read Resolution No. 2022-29 by title only
2) City Clerk reads Resolution No. 2022-29 by title only (if approved above)
3) Adopt Resolution No. 2022-29

**Executive Summary:**

With the exception of Phoenix and Tucson, who perform their own elections, municipalities across the state contract for the operation of their elections, primarily with their respective county. While the City is responsible for many of the election activities such as preparation of the resolution, ballot language, public notices, and Information Pamphlet, the County prepares the ballot (with approval by the City), and both mails out and receives the ballots, as well as counts the ballots on election day. The attached Intergovernmental Agreement (IGA) outlines the roles of the City and County in this year's City election which will be held in conjunction with the statewide election.

**Financial Impact:**

The August and November elections have been budgeted in the FY2022-2023 Budget in account 001-01-011-0016-1-4290. The services provided by the County are charged at $2.00 per registered voter. With approximately 50,000 registered voters, the County charges should be around $100,000 per election. Additional expenses will be incurred with Runbeck Election Services and English Spanish Translation Services, LLC for the compilation, translation, and mailing of the associated Information Pamphlet as well as the notification postcards.

**Policy Impact:**

None

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

**Priority Based Budget Key Community Priorities and Objectives**

Foster community pride and civic engagement
Encourage public trust through transparency, accessibility and use of the City's public participation policy

**Has There Been Previous Council Decision on This:**

The Council has not discussed this specific IGA.

---

**Attachments:** Res. 2022-29
IGA for Election Services

**RESOLUTION NO. 2022-29**

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND COCONINO COUNTY FOR ELECTION SERVICES FOR THE AUGUST 2, 2022 PRIMARY ELECTION AND NOVEMBER 8, 2022 GENERAL ELECTION**

**RECITALS:**

WHEREAS, the City Council desires to enter into an Intergovernmental Agreement with Coconino County for Election Services; and

WHEREAS, Coconino County has authority under A.R.S. Title 16 and 19 to conduct elections and responsibility for establishing and staffing polling places, preparing and counting ballots, and providing voting equipment; and

WHEREAS, the Coconino County Recorder has the authority to maintain voter registration rolls and to conduct early balloting under A.R.S. 16-162 and A.R.S. Title 17, Ch. 4, Art. 8; and

WHEREAS, the City of Flagstaff is authorized to contract with the board of supervisors and county recorder for election services under A.R.S. 16-408 and desires to use the election services of Coconino County to conduct its election.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1: In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Coconino County and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2: Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of June, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
A – IGA with Coconino County

# Intergovernmental Agreement
# FOR PROVISION OF SERVICES BY THE COCONINO COUNTY ELECTIONS DEPARTMENT

This Contract for Services is entered into this _____day of_____, 2022 pursuant to A.R.S. 11-951 *et seq* between **COCONINO COUNTY**, for and on behalf of **COCONINO COUNTY ELECTIONS DEPARTMENT (CCED)**, a political subdivision of the State of Arizona, hereinafter referred to as **COUNTY**, and **CITY OF FLAGSTAFF**, hereinafter referred to as **JURISDICTION,** also a political subdivision of the State of Arizona.

WHEREAS, the COUNTY has authority under A.R.S. Title 16 and 19 to conduct elections and responsibility for establishing and staffing polling places, preparing and counting ballots, and providing voting equipment;

WHEREAS, the COUNTY RECORDER has the authority to maintain voter registration rolls and to conduct early balloting under A.R.S. 16-162 and A.R.S. Title 17, Ch. 4, Art. 8;

WHEREAS the JURISDICTION has the responsibility for conducting its own elections under A.R.S. Title 16;

WHEREAS, the JURISDICTION is authorized to contract with the board of supervisors and county recorder for election services under A.R.S. 16-408 and desires to use the election services of COUNTY to conduct its election as set forth below;

NOW THEREFORE, in consideration of the mutual agreements described herein, the parties agree as follows:

## SECTION 1. Type of Election and Important Dates

COUNTY agrees to provide election services for the following elections:

| **Primary Election** | |
|---|---|
| **Election Day** | **8/02/2022** |
| **Last day to vote early in person** | **7/29/2022** |
| **Last day to request an early ballot to be mailed** | **7/22/2022** |
| **Early voting begins/early ballots mailed** | **7/06/2022** |
| **Voter registration deadline** | **7/05/2022** |

| General Election | |
|---|---|
| **Election Day** | **11/08/2022** |
| **Last day to vote early in person** | **11/04/2022** |
| **Last day to request an early ballot to be mailed** | **10/28/2022** |
| **Early voting begins/early ballots mailed** | **10/12/2022** |
| **Voter registration deadline** | **10/11/2022** |

## SECTION 2. CONTACT PERSONS FOR JURISDICTION

**Contact Name:** Stacy Saltzburg
Address: 211 W. Aspen Ave.
Telephone: 928-213-2076
Fax: N/A
E-mail : stacy.saltzburg@flagstaffaz.gov
Cell Phone: 928-525-6775

**Legal Counsel**: Sterling Solomon
Address: 211 W. Aspen Ave.
Telephone: 928-213-2043
Fax: N/A
E-mail: ssolomon@flagstaffaz.gov

## SECTION 3: PURPOSE

The purpose of this contract is to secure the services of COUNTY, as enumerated in Section 4, for the preparation and conduct of the election described above.

## SECTION 4: SERVICES TO BE PERFORMED BY COUNTY

**The Coconino County Elections Department (CCED)**, or its designated agent, agrees to:

### 1. PRINTING

The statutory required amount of ballots will be designed, ordered and printed through CCED, so that the election can use the ES&S Optical Scan Voting System and accessible ExpressVote equipment.

### 2. TRANSLATION

**SPANISH**: Translation of ballot text shall be provided by JURISDICTION. The jurisdiction is responsible for ensuring the Spanish translation of the ballot text also appears in the Information Report, Publicity Report and Sample Ballot.

**NATIVE AMERICAN:** If a portion of the jurisdiction is located on an Indian Reservation, all election related materials must be translated into the Native American language. CCED will provide Navajo language translation for the ballot.

## 3. BALLOTS

A. CCED will have Official Ballots printed and distributed to the early voting sites and the polling places and vote centers:

B. JURISDICTION will provide CCED with final ballot language, including the Spanish translation, no later than 90 days prior to election day.

C. After 90 days prior to election day, JURISDICTION will pay $100 per change to CCED for any changes or alterations to final ballot language unless it is an error or omission made by CCED.

D. CCED shall provide the JURISDICTION a ballot proof. The JURISDICTION shall have three days to notify CCED of any corrections to the ballot because of errors or omissions.

## 4. POLL WORKERS

CCED will recruit, train, provide and pay Election Workers to conduct the election.

## 5. POLLING PLACES

CCED will designate and arrange for the polling places and vote centers. (This includes reserving each site and mailing an agreement to each location.)

## 6. REGISTERS AND ROSTERS

A. CCED will provide the statutory lists of registered voters for early voting and for use at the polling places and vote centers.

B. CCED voter lists, registers and files contain restricted Data – release or distribution of all or any portion of such information is restricted and in some cases prohibited by law, subject to criminal prosecution.

## 7. ELECTION DAY SUPPLIES

CCED shall deliver and pick up polling place and vote center supplies.

## 8. LOGIC AND ACCURACY TEST

A. CCED will conduct the Logic and Accuracy Tests of vote tabulating equipment.

B. CCED will publish notice of the Logic and Accuracy Tests.

## 9. EARLY VOTING

CCED will conduct early voting by mail and in person at locations designated by CCED.

## SECTION 5: OBLIGATIONS OF JURISDICTION

JURISDICTION, or its designated agent, agrees to:

1. Pay the following costs to CCED:

   **$2.00** per registered voter, except as provided below, plus:
   * Actual cost of Native American Outreach

2. Publish and/or post all legal notices required by statute, except for the notice for the Logic and Accuracy tests.

3. Prepare, print and mail any required informational pamphlet.

4. If a change in taxing district boundaries occurs, notify the Department of Revenue by November 1 pursuant to ARS §42-17257.

## SECTION 6: MANNER OF FINANCING AND BUDGETING

Each party represents that it has sufficient funds available in this current fiscal year budget to discharge the funding obligation imposed by this Contract.

## SECTION 7: TERMINATION

This Contract shall terminate upon resolution of all matters connected with the elections, legal challenges excepted, or upon written notice by either party to the other within thirty (30) days prior to the election date(s). Should the election herein be challenged or questioned for any reason whatsoever, then, subject to the Jurisdiction's right of indemnification under Section 8 of this Contract, the Jurisdiction shall be solely responsible for the defense of said election, provided that the County shall cooperate in the defense of such challenge and shall provide its officers and employees as necessary to testify in any proceedings arising from the challenge.

## SECTION 8: INDEMNIFICATION OF COUNTY AND DISTRICT

To the extent permitted by law, each party agrees to hold the other party harmless and to indemnify the other for any loss, liability or damage arising from any action, omission or negligence of each party's employees, officers or agents, regarding the performance of this Contract.

## SECTION 9: EFFECTIVE DATE AND TERM OF AGREEMENT

This Contract shall become effective from and after the date of its execution and shall terminate as provided in Section 7.

## SECTION 10: CANCELLATION

This agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.

## SECTION 11: SEVERABILITY

If any provision of this Contract or application thereof is held invalid, such invalidity shall not affect other provisions or applications of this Contract.

IN WITNESS WHEREOF, the governing bodies of each of the parties hereto have approved this agreement by resolution adopted on the dated given below.

CITY OF FLAGSTAFF

Date of adoption:_____

_____
Paul Deasy
Mayor

ATTEST:

_____
Stacy Saltzburg, City Clerk

Reviewed and approved by legal counsel and found to be within the authority of the governing body to adopt:

_____
Sterling Solomon, City Attorney

COCONINO COUNTY:

Date of adoption:_____

_____
Eslir Musta
Elections Administrator

_____
Patrice Horstman
Chair, Board of Supervisors

ATTEST:

_____
Lindsay Daley, Clerk of the Board

_____
Deputy County Attorney

**12. G.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

| | |
|---|---|
| **To:** | The Honorable Mayor and Council |
| **From:** | Stacy Saltzburg, City Clerk |
| **Date:** | 06/16/2022 |
| **Meeting Date:** | 06/21/2022 |

**TITLE:**

**Consideration and Adoption of Resolution No. 2022-34:** A resolution of the Flagstaff City Council ordering and calling a Special Bond Election of the City for November 8, 2022, in conjunction with the City's General Election, to submit two bond questions to the qualified electors of Flagstaff with respect to selling and issuing general obligation bonds in the aggregate principal amount of $77,285,000, to be repaid with secondary property taxes

**STAFF RECOMMENDED ACTION:**

1) Read Resolution No. 2022-34 by title only
2) City Clerk reads Resolution No. 2022-34 by title only (if approved above)
3) Adopt Resolution No. 2022-34

**Executive Summary:**

The City Council gave direction at the June 7, 2022 Council Meeting to prepare two ballot questions; one related to wastewater/stormwater and fire infrastructure in the amount of $57,285,000, and the other to housing in the amount of $20,000,000. The two questions are as follows:

**Investing in City of Flagstaff wastewater treatment, stormwater flood mitigation, and wildfire suppression infrastructure**

To address infrastructure needs for the City of Flagstaff, shall the City of Flagstaff be authorized to issue and sell general obligation bonds in a principal amount up to $57,285,000 for the purpose of:

- increasing capacity of flood waters within Spruce Wash;
- increasing wastewater treatment capacity at wastewater treatment facilities;
- implementing energy efficiency upgrades at wastewater treatment facilities; and
- replacing wildfire suppression engines and water tankers?

**Creating rental and homeownership opportunities for residents of Flagstaff**

To create rental and homeownership opportunities for residents of Flagstaff, shall the City of Flagstaff be authorized to issue and sell general obligation bonds in a principal amount up to $20,000,000 for the purpose of:

- redeveloping City owned housing to create additional affordable rental units;
- repurposing existing available buildings into rental units;
- incentivizing the private sector to incorporate affordable rental housing into new developments; and
- expanding the homebuyer assistance program?

**Financial Impact:**

The ballot questions will ask voters to consider the issuance and sale of general obligation bonds for the following:

1. $57,285,000 for the purpose of investing in City of Flagstaff wastewater treatment, stormwater flood mitigation, and wildfire suppression infrastructure; and
2. $20,000,000 for the purpose of creating rental and homeownership opportunities for residents of Flagstaff.

**Policy Impact:**

N/A

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

**Priority Based Budget Key Community Priorities and Objectives**

Safe & Healthy Community
Inclusive & Engaged Community
Sustainable, Innovative Infrastructure
Robust Resilient Economy
Livable Community
Environmental Stewardship

**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:**

Council directed the City Manager for form a Bond Committee to evaluate potential projects and provide a recommendation to Council.
June 7, 2022 - Staff presented the recommendations of the Bond Committee and Council gave direction to move forward with two ballot questions; one for wastewater/stormwater and fire infrastructure projects and the other for housing projects.

---

**Attachments:** Res. 2022-34
Res. 2022-34 Exhibits A & B

**RESOLUTION NO. 2022-34**

**RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ORDERING AND CALLING A SPECIAL BOND ELECTION OF THE CITY FOR NOVEMBER 8, 2022, IN CONJUNCTION WITH THE CITY'S GENERAL ELECTION, TO SUBMIT TWO BOND QUESTIONS TO THE QUALIFIED ELECTORS OF FLAGSTAFF WITH RESPECT TO SELLING AND ISSUING GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF $77,285,000, TO BE REPAID WITH SECONDARY PROPERTY TAXES**

**RECITALS:**

WHEREAS, the City Council of the City of Flagstaff, Arizona (the "City") hereby finds and determines that certain, future capital needs of the City can be financed best through the issuance and sale of bonds of the City, the debt service with respect to which shall be paid through the levy of secondary (*ad valorem*) property taxes; and

WHEREAS, Article XVI of the Charter of the City requires the approval of a majority of the qualified electors of the City if the amount to be expended is for other than utilities, public safety and street facilities and is more than $1,000,000 (adjusted annually by the consumer price index since the effective date of such restriction); and

WHEREAS, pursuant to Section 35-452, Arizona Revised Statutes, the City Council must order an election to determine whether such indebtedness shall be authorized through the issuance and sale of bonds of the City, the debt service with respect to which shall be paid through the levy of secondary (*ad valorem)* property taxes.

**ENACTMENTS:**

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA AS FOLLOWS:**

SECTION 1. That the City Council hereby orders and calls a Special Bond Election (the "Election") to be held on November 8, 2022, for the purpose of submitting to the qualified electors of the City the questions substantially in the form set forth in Exhibit "A" attached hereto (together, the "Official Ballot").

SECTION 2. That the aggregate principal amount of the bonds to be authorized at the Election shall be $77,285,000; the maximum rate of interest to be paid thereon shall be not more than ten percent (10%) per annum; the minimum and maximum number of years bonds of any issue or series authorized at the Election may run from their date shall be 1 year and 20 years, respectively; the purposes for which the money derived from the sale of the bonds will be expended shall be as more fully set forth in the Official Ballot; the current constitutional debt limit of the City is $319,611,760, being twenty-six percent (26%) of the net assessed full cash value of the taxable property in the City (which debt limit is based on the estimated value provided by the Assessor of Coconino County, Arizona for 2022/2023; the City currently has $34,661,467 aggregate principal amount of general obligation debt outstanding as of July 1, 2022.

SECTION 3. That

(A) notice of the Election of November 8, 2022, shall be given by mailing an Informational Pamphlet (the “Informational Pamphlet”) to each household that contains a registered voter within the City not less than thirty-five (35) days before the date of the Election.

(B) the City Clerk is hereby authorized and directed to cause the Informational Pamphlet to be prepared and so mailed according to law and the provisions of this resolution under the circumstances described herein.

SECTION 4. That the Informational Pamphlet shall contain the information required by Section 35-454, Arizona Revised Statutes, as amended, and a sample of the Official Ballot, and shall be in a form the City Clerk deems acceptable.

SECTION 5. That the Official Ballot shall be in substantially the form attached hereto as Exhibit "A."

SECTION 6. That the City Clerk is hereby authorized to request arguments for and against the appropriate subject matter of the Election for inclusion in the Informational Pamphlet by providing the notice in substantially the form attached hereto as marked Exhibit "B" (hereinafter referred to as the "Notice for Arguments") by posting the Notice of Arguments at all places at which notices of meetings of the City Council are posted and publishing the Notice of Arguments in the *Arizona Daily Sun*. The deadline to submit arguments shall be 5:00 p.m. MST on August 10, 2022.

SECTION 7. That the polling places and the time the polls will be opened and closed shall be as provided in the Informational Pamphlet. The City Council hereby:

1. establishes the election precincts for the General/Special 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;

2. designates each polling place in each precinct as so designated for such precinct;

3. 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

4. with respect to any polling place for a precinct designated within an adjacent precinct, finds that no suitable polling place is available within such precinct.

SECTION 8. That

(A) the City Clerk is hereby authorized and directed to coordinate with Coconino County, Arizona (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: Informational Pamphlet, Official Ballot, Notice for Arguments, early voting materials and instructions at the polling places.

SECTION 9. 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 City Clerk 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 City Clerk is hereby further authorized to take all other necessary action to facilitate the Election.

SECTION 10. 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 and against creating the indebtedness and stating whether or not the indebtedness is ordered in each case.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of June, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
A – Official Ballot
B – Notice for Arguments

# EXHIBIT A

OFFICIAL BALLOT

## PROPOSITION NO. 441

**Purpose:** **Investing in City of Flagstaff wastewater treatment, stormwater flood mitigation, and wildfire suppression infrastructure**

**Amount:** **$57,285,000**

To address infrastructure needs for the City of Flagstaff, shall the City of Flagstaff be authorized to issue and sell general obligation bonds in a principal amount up to $57,285,000 for the purpose of:

- increasing capacity of flood waters within Spruce Wash;
- increasing wastewater treatment capacity at wastewater treatment facilities;
- implementing energy efficiency upgrades at wastewater treatment facilities; and
- replacing wildfire suppression engines and water tankers?

The bonds may be issued in one or more series, will not mature more than 20 years from the date or dates of their issue, will bear interest at a rate or rates not to exceed 10% per annum, and will have such other provisions as are approved by the City Council. The proceeds of the bonds may be used for any and all costs relating to the above-referenced projects, including the costs of designing, engineering, acquiring, storing, administering, improving, constructing, reconstructing, and equipping such projects and any and all appurtenances or land related thereto.

The following sentence has been included on this ballot as required by Section 35-454(C), Arizona Revised Statutes: The issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service on the bonds.

A **YES** vote shall authorize the governing body of the City to issue and sell $57,285,000 of general obligation bonds of the City to be repaid with secondary property taxes. **BOND APPROVAL, YES**

A **NO** vote shall not authorize the governing body of the City to issue and sell such bonds of the City. **BOND APPROVAL, NO**

# PROPOSITION NO. 442

**Purpose: Creating rental and homeownership opportunities for residents of Flagstaff**

**Amount: $20,000,000**

To create rental and homeownership opportunities for residents of Flagstaff, shall the City of Flagstaff be authorized to issue and sell general obligation bonds in a principal amount up to $20,000,000 for the purpose of:

- redeveloping City owned housing to create additional affordable rental units;
- repurposing existing available buildings into rental units;
- incentivizing the private sector to incorporate affordable rental housing into new developments; and
- expanding the homebuyer assistance program?

The bonds may be issued in one or more series, will not mature more than 20 years from the date or dates of their issue, will bear interest at a rate or rates not to exceed 10% per annum, and will have such other provisions as are approved by the City Council. The proceeds of the bonds may be used for any and all costs relating to the above-referenced projects, including the costs of designing, engineering, acquiring, administering, improving, constructing, reconstructing, and equipping such projects and any and all appurtenances or land related thereto.

The following sentence has been included on this ballot as required by Section 35-454(C), Arizona Revised Statutes: The issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service on the bonds.

| | |
|---|---|
| A **YES** vote shall authorize the governing body of the City to issue and sell $20,000,000 of general obligation bonds of the City to be repaid with secondary property taxes. | **BOND APPROVAL, YES** |
| A **NO** vote shall not authorize the governing body of the City to issue and sell such bonds of the City. | **BOND APPROVAL, NO** |

# EXHIBIT B

## FORM OF NOTICE FOR ARGUMENTS

REQUEST FOR ARGUMENTS FOR AND AGAINST ISSUES TO BE PLACED ON THE BALLOT OF THE CITY'S GENERAL/ SPECIAL ELECTION TO BE HELD ON NOVEMBER 8, 2022

Pursuant to Resolution No. 2022-34 adopted by the City Council of the City of Flagstaff, Arizona, (the "City"), on June 21, 2022 (the "Resolution"), a special election in and for the City was ordered and called to be held on November 8, 2022 (the "Election").

Notice of the Election will be given by mailing an informational pamphlet. Such information is to include arguments for and against the authorization of the issuance of bonds payable from a secondary (ad valorem) property tax by the City to be considered at the Election. (The text of the questions to be considered at the Election is included in the Resolution which is available at the Office of the City Clerk at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and will be available on the City's website at https://www.flagstaff.az.gov/2105/Elections.) Any person interested in providing any such argument(s) is hereby requested to provide the same to the City Clerk in electronic format at stacy.saltzburg@flagstaffaz.gov, before 5:00 p.m., MST on Wednesday August 10, 2022.

Each argument filed shall not exceed 300 words and, in accordance with Arizona Revised Statutes, shall contain the sworn statement of each person sponsoring it; if the argument is submitted by an organization, it shall contain the sworn statement of two executive officers of the organization or if submitted by a political committee it shall contain the sworn statement of the committee's chairman or treasurer. If the argument is submitted by an individual and not on behalf of an organization, a political committee or any other group, the person shall submit the argument with a sworn, notarized statement. Each argument filed shall also be submitted in electronic format to the City Clerk's Office at stacy.saltzburg@flagstaffaz.gov. The person or persons signing the argument shall identify themselves by giving their residence address and a telephone number, which shall not appear in the pamphlet. Any argument that is submitted that does not comply with the above requirements may not be included in the pamphlet.

| | |
|---|---|
| PROPOSITION NO. 441 | Investing in City of Flagstaff wastewater treatment, stormwater flood mitigation, and wildfire suppression infrastructure |
| PROPOSITION NO. 442 | Creating rental and homeownership opportunities for residents of Flagstaff |

If you have any questions about the foregoing, please contact Stacy Saltzburg, City Clerk, at stacy.saltzburg@flagstaffaz.gov or 928-213-2076.

/s/ Stacy Saltzburg, MMC
.....
City Clerk, City of Flagstaff, Arizona

**13. A.**

# CITY OF FLAGSTAFF

## STAFF SUMMARY REPORT

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| **To:** | The Honorable Mayor and Council |
| **From:** | Stacy Saltzburg, City Clerk |
| **Date:** | 06/14/2022 |
| **Meeting Date:** | 06/21/2022 |

**TITLE:**

**Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Aslan to place on a future agenda a discussion regarding an update from Discover Flagstaff on the state of the film industry in Flagstaff.

**STAFF RECOMMENDED ACTION:**

Council direction.

**Executive Summary:**

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Aslan has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

**Financial Impact:**

**Policy Impact:**

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

**Previous Council Decision on This:**

**Attachments:**