

CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
SEPTEMBER 6, 2022

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

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

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

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

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

VIRTUAL PUBLIC COMMENT WAITING ROOM

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

1. **CALL TO ORDER**

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. **ROLL CALL**

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

MAYOR DEASY

VICE MAYOR SWEET

COUNCILMEMBER ASLAN

COUNCILMEMBER 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. **PROCLAMATIONS AND RECOGNITIONS**

- A. **Proclamation:** Theatrikos Week

6. **COUNCIL LIAISON REPORTS**

7. **LIQUOR LICENSE PUBLIC HEARINGS**

- A. **Consideration and Action on Liquor License Application:** Thomas James Hanecak, "Coconino Center for the Arts," 2300 N. Fort Valley Road, Series 05, 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 no recommendation; or
- 3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

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 Letter of Support:** for Grand Canyon National Park Grant for the Nationally Significant Federal Lands and Tribal Projects (NSFLTP) 2022 program.

STAFF RECOMMENDED ACTION:

Approve the letter of support.

- B. Consideration and Approval of Grant Agreement:** Grant Agreement between the United States Department of Agriculture Urban Agriculture and Innovative Production for the Sustainable Community Food System project.

STAFF RECOMMENDED ACTION:

Accept the Grant Agreement with the United States Department of Agriculture's Urban Agriculture and Innovative Production grant for funds in the amount of \$184,085.12.

- C. Ratification of Lease Amendment:** Ratify the Lease Amendment with United States General Services Administration (GSA) – Transportation Security Administration (TSA) leased space at airport.

STAFF RECOMMENDED ACTION:

Ratify lease amendment with United States General Services Administration for the Transportation Security Administration (TSA) leased space at the airport.

- D. Consideration and Approval of Cooperative Purchase Contract:** vCORE Technology Partners, LLC in the amount of \$72,284.44, plus applicable taxes, for Dell EMC Data Domain hardware (DD6400), licensing, and support/maintenance.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with vCORE Technology Partners, LLC (vCORE), in the amount of \$72,284.44, plus applicable taxes, for the purchase of Dell EMC Data Domain hardware (DD6400), licensing, and support/maintenance; and
2. Authorize the City Manager to execute the necessary documents.

9. ROUTINE ITEMS

- A. Consideration and Adoption of Ordinance No. 2022-18:** An ordinance of the City Council of the City of Flagstaff amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, Division 10-40.60: Specific to Uses, Section 10-40.60.220 Marijuana Establishments Subsection C. Hours of Operation for Marijuana Dispensaries, providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

- 1) Read Ordinance No. 2022-18 by title only for the final time
- 2) City Clerk reads Ordinance No. 2022-18 by title only (if approved above)
- 3) Adopt Ordinance No. 2022-18

10. REGULAR AGENDA

- A. Consideration and Adoption of Resolution No. 2022-40:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement (IGA) Between Coconino Community College and Flagstaff Police Department for High Country Training Academy. This is a Arizona POST accredited basic training academy for police certification operated out of Coconino Community College.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2022-40 by title only
- 2) City Clerk reads Resolution No. 2022-40 by title only (if approved above)
- 3) Adopt Resolution No. 2022-40

- B. Consideration and Adoption of Resolution No. 2022-43 and Ordinance No. 2022-23:** A resolution declaring as a public record that a certain document to be filed with the City Clerk and entitled “*Addendum 31 to the Employee Handbook of Regulations*” and an ordinance amending the Flagstaff City Code Chapter 1-14, Personnel System, and the Employee Handbook of Regulations by adopting by reference that certain document entitled “*Addendum 31 to the Employee Handbook of Regulations*” to align with classification, compensation and performance management changes.

STAFF RECOMMENDED ACTION:

At the September 6, 2022 Council Meeting:

- 1) Read Resolution No. 2022-43 by title only
- 2) City Clerk reads Resolution No. 2022-43 by title only (if approved above)
- 3) Read Ordinance No. 2022-23 by title only for the first time
- 4) City Clerk reads Ordinance No. 2022-23 by title only (if approved above)

At the September 20, 2022 Council Meeting:

- 5) Adopt Resolution No. 2022-43
- 6) Read Ordinance No. 2022-23 by title only for the final time
- 7) City Clerk reads Ordinance No. 2022-23 by title only (if approved above)
- 8) Adopt Ordinance No. 2022-23

- C. Consideration and Adoption of Resolution No. 2022-44:** A resolution approving Binding Waivers of Enforcement for thirteen parcels of land located in the City of Flagstaff.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2022-44 by title only
- 2) City Clerk reads Resolution No. 2022-44 by title only (if approved above)
- 3) Adopt Resolution No. 2022-44

- D. Consideration and Adoption of Ordinance No. 2022-21:** An ordinance of the Flagstaff City Council authorizing the acquisition of real property from the BNSF Railway Company; providing for delegation of authority, repeal of conflicting ordinances, severability, clerical corrections, and establishing an effective date; and

Consideration and Approval of Contract: A Real Estate Purchase and Sale Agreement with BNSF Railway Company to purchase approximately 2,614 square feet of real property, to be executed after the effective date of Ordinance No. 2022-21.

STAFF RECOMMENDED ACTION:

At the September 6th Council Meeting:

- 1) Read Ordinance No. 2022-21 by title only for the first time
- 2) City Clerk reads Ordinance No. 2022-21 by title only (if approved above)

At the September 20th Council Meeting:

- 3) Read Ordinance No. 2022-21 by title only for the final time
- 4) City Clerk reads Ordinance No. 2022-21 by title only (if approved above)
- 5) Adopt Ordinance No. 2022-21
- 6) Approve the Real Estate Purchase and Sale Agreement, and authorize the Mayor to execute the required documents after the effective date of Ordinance No. 2022-21

- E. **Consideration and Adoption of Resolution No. 2022-45:** A resolution of the Flagstaff City Council approving the filing of condemnation proceedings to acquire easements necessary for the Switzer Canyon Water Transmission Main project, Phase IV, A Public Use; and establishing an effective date

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2022-45 by title only
- 2) City Clerk reads Resolution No. 2022-45 by title only (if approved above)
- 3) Adopt Resolution No. 2022-45

11. **DISCUSSION ITEMS**

- A. **Neighborhood Sustainability Grant Program Annual Update**

STAFF RECOMMENDED ACTION:

Informational update to the City Council: No action is requested.

12. **PUBLIC PARTICIPATION**

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

14. **ADJOURNMENT**

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2022.

Stacy Saltzburg, MMC, City Clerk

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 08/29/2022
Meeting Date: 09/06/2022



TITLE:

Consideration and Action on Liquor License Application: Thomas James Hanecak, "Coconino Center for the Arts," 2300 N. Fort Valley Road, Series 05, 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 no recommendation; or
- 3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 5 license allows for a government agency to sell and serve spirituous liquor solely for consumption on the premises. If approved, the Coconino Center for the Arts will be the 4th active series 05 license in Flagstaff.

The property has been posted as required, and the Police and Community Development divisions have reviewed the application with no concerns noted. To view surrounding liquor licenses, please visit the [Active Liquor Licenses Map](#).

Financial Impact:

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

Policy Impact:

Not applicable.

Connection to PBB 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 application, consideration may be given to both the applicant's personal qualifications as well as the location.

The deadline for issuing a recommendation on this application is October 4, 2022.

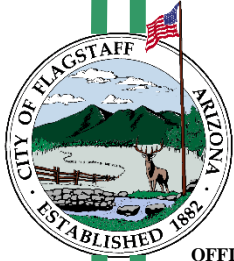
Community Benefits and Considerations:

This business will contribute to the tax base of the community. We are not aware of any other relevant considerations.

Community Involvement:

The application was properly posted on August 16, 2022. No written protests have been received to date.

Attachments: [Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 05 Description](#)
 [PD Memo](#)
 [Zoning Memo](#)
 [Map](#)



City of Flagstaff

OFFICE OF THE CITY CLERK

8/23/2022

Thomas James Hanecak
2500 N. Fort Valley Road #2
Flagstaff, AZ 86001

Dear Mr. Hanecak and Ms. Burke,

Your application for a Series 5 Liquor License for Coconino Center for the Arts located at 2300 N. Fort Valley Rad, Flagstaff, AZ was posted on August 16, 2022. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, September 6, 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. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on September 5, 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 Type: Series 5 Government

Non-transferable

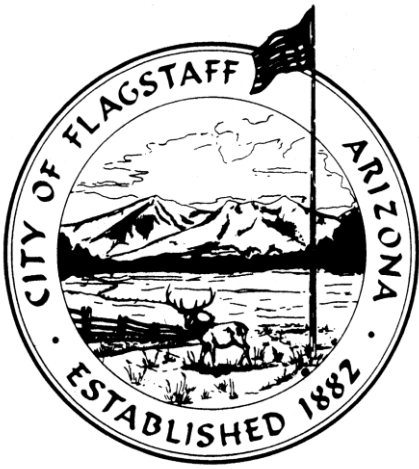
On-sale retail privileges

PURPOSE:

Allows the holder of a government license to sell and serve spirituous liquor solely for consumption on the premises for which the license is issued. The license is issued in the name of a county, city, town, state university or the Arizona Coliseum and exposition centerboard whose governing body has authorized its use. A separate license is required for each premise upon which spirituous liquor is served. The application must designate, for each location, a manager or other individual responsible for administering the license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

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.



FLAGSTAFF POLICE DEPARTMENT
911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001 • (928) 779-3646
ADMIN FAX (928)213-3372
TDD 1-800-842-4681



Chief of Police
Dan Musselman

MEMORANDUM

Memo #22-056

TO: Acting Chief Scott Mansfield

FROM: Sgt. Kevin Sapp

DATE: August 19, 2022

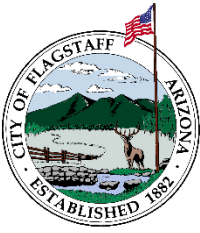
RE: New Application – Series 5 Liquor License Application – Coconino Center for the Arts

On August 19, 2022, I initiated an investigation into an application for a series 5 (Government) liquor license filed by Thomas Hanecak (Agent) and Julie Cornick (Premises Manager). This is a new application, and the application number is 190023. It is for Coconino Center for the Arts located at 2300 N Fort Valley Rd., Flagstaff, AZ.

I conducted a query through local systems and public access on Thomas and Julie and discovered no derogatory records. I conducted a search for current or historical liquor violations on the business and found no violations.

I found evidence that the applicant has taken the mandatory liquor license training.

A representative for the facility will be present for the council meeting on September 6th.



Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Michelle McNulty, Planning Director
Date: Aug.11, 2022
Re: Application for Liquor License #190023
2500 N. Fort Valley Rd.#2, Flagstaff, Arizona 86001
Assessor's Parcel Number 102-02-057C
Thomas James Hanecak on behalf of Coconino Center for the Arts

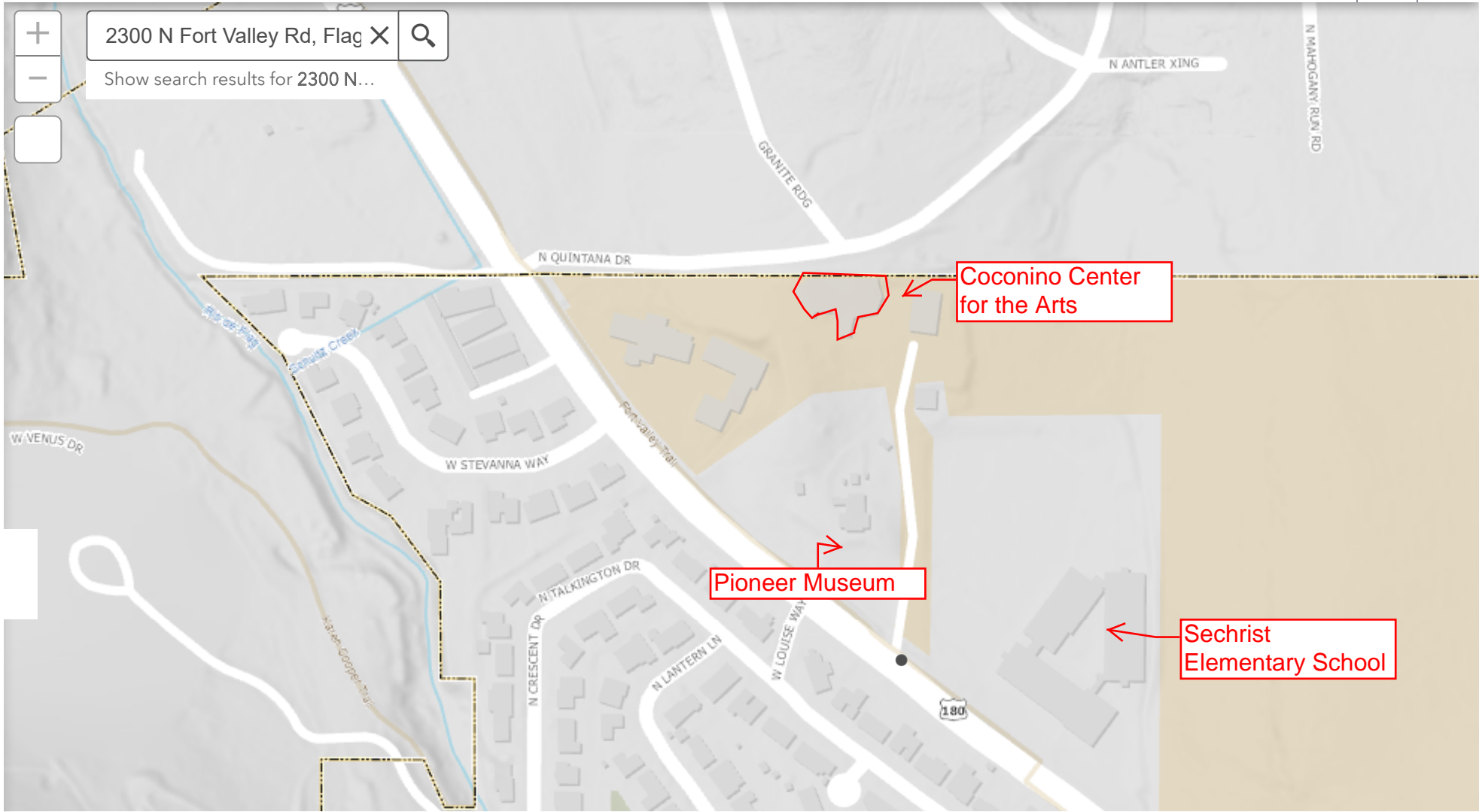
This application is a request for a new Series 5 Government liquor license by Thomas James Hanecak on behalf of Coconino Center for the Arts. This business is located within the Public Facility district. This district does allow for this use.

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



+ 2300 N Fort Valley Rd, Flag X Q

- Show search results for 2300 N...



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Shawn Johnson, Chief of Staff
Date: 08/29/2022
Meeting Date: 09/06/2022



TITLE:

Consideration and Approval of Letter of Support: for Grand Canyon National Park Grant for the Nationally Significant Federal Lands and Tribal Projects (NSFLTP) 2022 program.

STAFF RECOMMENDED ACTION:

Approve the letter of support.

Executive Summary:

Grand Canyon National Park is requesting a letter of support as part of its application for the Nationally Significant Federal Lands and Tribal Projects (NSFLTP) 2022 grant program. The National Park Service is pursuing this funding opportunity to address its aging shuttle bus fleet and show its commitment to local and national sustainability goals. The project will replace the existing compressed natural gas (CNG) bus fleet with a new, mixed fleet of battery electric buses and CNG buses, in addition to installing electrical infrastructure and equipment to sustainably support the new electric vehicles.

Financial Impact:

None.

Policy Impact:

None.

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

Previous Council Decision on This:

None.

Attachments: Letter of Support



CITY OF FLAGSTAFF

FLAGSTAFF CITY COUNCIL

211 West Aspen Avenue, Flagstaff, Arizona 86001

Main Line: 928-213-2000

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

September 6, 2022

The Honorable Pete Buttigieg
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Dear Secretary Buttigieg:

The Flagstaff City Council supports the National Park Service's (NPS) Nationally Significant Federal Lands and Tribal Projects Program (NSFLTP) 2022 grant application to address Grand Canyon National Park's shuttle bus fleet replacement that begins the transition to battery electric buses (BEBs) and the addition of solar panels for carbon-free electrical generation. The project embraces the requirements in Catalyzing America's Clean Energy Industries and Jobs through Federal Sustainability Executive Order, which was issued in December of 2021.

Grand Canyon National Park (GCNP) is world-renowned for its spectacular views and is a natural wonder and world heritage site. The 1,904 square mile park features a range of recreational, cultural, geological, and historic activities and consistent visitation of more than 4.5 million visitors annually.

The shuttle bus fleet is the backbone of the South Rim's transportation system, which is relied upon by visitors and local residents to reach park destinations and make multimodal connections. However, the existing fleet is aging and due for replacement. **The NPS proposes replacing the existing shuttle bus fleet of compressed natural gas (CNG) buses with a new, mixed fleet of BEBs and CNG buses, and making the necessary electrical infrastructure upgrades.**

This project entails purchasing 10 BEBs, 16 CNG buses, and installing the electrical infrastructure and upgrades, including a solar parking canopy and 12 chargers, to sustainably support the electric buses. The total cost for this effort is estimated to be about \$40 million. The NPS will commit to a 10 percent match and ask that the NSFLTP program cover 90 percent of the total cost.

To ensure the project goals of continued multimodal connectivity, a sustained economy, and sustainable innovations are satisfied, this project will:

- Improve **safety** by guaranteeing that all buses in service are in good, operating condition, are maintained in the most up-to-date facility, and reduce the number of total vehicles traveling on park roads.
- Achieve a **state of good repair** by replacing an aging fleet and upgrading facilities to meet new equipment and capacity standards for electric bus needs.
- Promote **economic competitiveness** by maintaining an important link in the transportation network connecting visitors and residents to destinations that sustain the regional economy, particularly rural Arizona communities.
- Increase **quality of life** by ensuring an accessible, continuous, and sustainable connection across the park functions more efficiently and will produce less air and noise pollution, contributing to a healthier environment for all.



CITY OF FLAGSTAFF

FLAGSTAFF CITY COUNCIL

211 West Aspen Avenue, Flagstaff, Arizona 86001

Main Line: 928-213-2000

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

This project is of regional importance to northern Arizona, and we urge your favorable consideration of the NSFLTP 2022 funding request for the NPS Grand Canyon National Park Bus Fleet Replacement, Infrastructure Implementation, and Facility Upgrades Project.

Sincerely,
The Flagstaff City Council

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Kaeli Wells, Sustainability Specialist
Co-Submitter: Summer White, Waste Reduction & Food Systems Coordinator
Co-Submitter: Stacey Brechler-Knaggs
Date: 08/29/2022
Meeting Date: 09/06/2022



TITLE:

Consideration and Approval of Grant Agreement: Grant Agreement between the United States Department of Agriculture Urban Agriculture and Innovative Production for the Sustainable Community Food System project.

STAFF RECOMMENDED ACTION:

Accept the Grant Agreement with the United States Department of Agriculture’s Urban Agriculture and Innovative Production grant for funds in the amount of \$184,085.12.

Executive Summary:

The Flagstaff Sustainability Division submitted a grant application in the amount of \$184,085.12 to the United States Department of Agriculture’s Urban Agriculture and Innovative Production (USDA UAIP) for the development of a comprehensive food systems assessment, innovative food business feasibility study, and Food Action Plan.

If approved data collected from the comprehensive food systems assessment will inform the City’s food system commitments over the next decade and beyond to inform and engage decision-makers, key stakeholders, and the community at large, supporting the development of a more sustainable food system. This includes the development of a Food Action Plan, to establish goals and strategies for expanding urban agriculture and food access in the Flagstaff community.

Financial Impact:

With the acceptance of this grant, the Flagstaff Sustainability Division will be awarded \$184,085.12 to carry out the “Assessing and Growing a Sustainable Community Food System” initiative. There is no match requirement with this grant opportunity and the management of successful implementation will be absorbed into the food systems programming.

Policy Impact:

These activities support strategies identified in the [Carbon Neutrality Plan](#) targeting the reduction of greenhouse gas emissions from Flagstaff’s food distribution, encouraging sustainable consumption, and improving food security.

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

Priority Based Budget Key Community Priorities and Objectives

- Sustainable, innovative infrastructure – Utilize existing long-range plans that identify the community's future infrastructure needs and all associated costs.
- Environmental stewardship – Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems
- Robust Resilient Community - Attract employers that provide high-quality jobs & have a low impact on infrastructure & natural resources.

Carbon Neutrality Plan

- MM-3: Divert more waste from the landfill.
- MM-4: Reduce organic waste going to the landfill and feed hungry people.

Regional Plan

- Goal E&C.2. Reduce greenhouse gas emissions.

Has There Been Previous Council Decision on This:

There has not been a previous Council decision on this grant.

Attachments: [USDA UAIP Grant - Presentation](#)
 [USDA NRCS Grant Agreement](#)

USDA Urban Agriculture &
Innovation Production Grant:

Assessing & Growing a Sustainable Community Food System

Summer White - Waste Reduction & Food Systems Coordinator

Kaeli Wells - Sustainability Specialist





Grant Award

Grant: USDA Urban Agriculture and Innovative Production Grant

Project: Assessing & Growing a Sustainable Community Food System

Financial Award: \$184,085.12





Why is This Initiative Important?

1. Supports the goals of the **Carbon Neutrality Plan** by decreasing food waste and increasing food recovery.
2. Develop Flagstaff's **first** Comprehensive Food Systems Assessment (CFSA) and Food Action Plan.
3. Determine City's food system commitments over the next **decade** to inform and engage decision-makers, key stakeholders, and the community.

Assessing and Growing a Sustainable Community Food System

- **Goal #1:** Assess the local food system and collect data through a comprehensive food systems assessment (CFSA).
- **Goal #2:** Present CFSA findings to stakeholders and community members to increase awareness and understanding of the current state of our food system.
- **Goal #3:** Assess the feasibility of one strategic business opportunity: food hub, commercial community kitchen, etc.
- **Goal #4:** Develop a Food Action Plan to guide City policy, programming, and investment in the local food system and urban agriculture opportunities.





Timeline



Year 1: 2023

- Collect data and develop a CFSA (*Crossroads Resource Center, Flagstaff Foodlink*)

Year 2: 2024

- Present CFSA findings to stakeholders and community members. (*Pinnacle Prevention*)
- Assess the feasibility of one strategic business opportunity. (*Crossroads Resource Center*)

Year 3: 2025

- Develop a Food Action Plan (*City of Flagstaff Sustainability Division*)



Thank you. Questions?

Summer White

Waste Reduction & Food Systems
Coordinator

summer.white@flagstaffaz.gov

(928) 213 - 2146

Kaeli Wells

Sustainability Specialist

kaeli.wells@flagstaffaz.gov

(928) 856 - 4432





NOTICE OF GRANT AND AGREEMENT AWARD

| | | | |
|--|---|---|--|
| 1. Award Identifying Number NR223A750001G058 | 2. Amendment Number | 3. Award /Project Period Date of final signature - 01/01/2026 | 4. Type of award instrument: Grant Agreement |
| 5. Agency (Name and Address) USDA, NRCS Office of the Associate Chief for Conservation 1400 Independence Avenue SW Washington, DC 20250 | | 6. Recipient Organization (Name and Address) CITY OF FLAGSTAFF FLAGSTAFF CITY HALL FLAGSTAFF AZ 86001-5359 UEI Number / DUNS Number: XMMUMPKTLVQ3 / 088302625 EIN: | |
| 7. NRCS Program Contact Name: LESLIE GLOVER Phone: (202) 260-8583 Email: leslie.glover@usda.gov | 8. NRCS Administrative Contact Name: SUNDII JOHNSON Phone: (202) 720-5265 Email: Sundii.Johnson@usda.gov | 9. Recipient Program Contact Name: SUMMER WHITE Phone: 928-213-2146 Email: summer.white@flagstaffaz.gov | 10. Recipient Administrative Contact Name: GRETCHEN POVlsen Phone: 928-213-2224 Email: Gretchen.Povlsen@flagstaffaz.gov |
| 11. CFDA 10.935 | 12. Authority 7 USC 6923 | 13. Type of Action New Agreement | 14. Program Director Name: STACEY BRECHLER-KNAGGS Phone: 928-213-2227 Email: sknaggs@flagstaffaz.gov |
| 15. Project Title/ Description: Sustainable Community Food System | | | |
| 16. Entity Type: | | | |
| 17. Select Funding Type | | | |
| Select funding type: | <input checked="" type="checkbox"/> Federal | <input type="checkbox"/> Non-Federal | |
| Original funds total | \$184,085.12 | \$0.00 | |
| Additional funds total | \$0.00 | \$0.00 | |
| Grand total | \$184,085.12 | \$0.00 | |
| 18. Approved Budget | | | |

| | | | |
|-------------------|--------------|-----------------------------|--------------|
| Personnel | \$0.00 | Fringe Benefits | \$0.00 |
| Travel | \$0.00 | Equipment | \$0.00 |
| Supplies | \$0.00 | Contractual | \$0.00 |
| Construction | \$0.00 | Other | \$184,085.12 |
| Total Direct Cost | \$184,085.12 | Total Indirect Cost | \$0.00 |
| | | Total Non-Federal Funds | \$0.00 |
| | | Total Federal Funds Awarded | \$184,085.12 |
| | | Total Approved Budget | \$184,085.12 |

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

| | | |
|---|-----------|------|
| Name and Title of Authorized Government Representative | Signature | Date |
| Name and Title of Authorized Recipient Representative GREG CLIFTON CITY MANAGER | Signature | Date |

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

City of Flagstaff
Sustainable Community Food System Grant Agreement
NR223A750001G058
U.S. Department of Agriculture – Natural Resources Conservation Service

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Statement of Work

Purpose

The U.S. Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) solicited applications in fiscal year (FY) 2021 for two grant types – Planning Projects and Implementation Projects – under the Office of Urban Agriculture and Innovative Production (OUAIP) for Funding Opportunity Number: USDA-NRCS-NHQ-UAIP-21-NOFO0001110. The authorizing statutes and regulations for this Funding Opportunity Title: Urban Agriculture and Innovation Production (UAIP) Competitive Grants Program are under section 12302 of the Agriculture Improvement Act of 2018 (Public Law 115–334), (7 USC 6923).

UAIP supports the development of urban agriculture and innovative production activities led by nonprofit organizations, local or Tribal governments, and schools that serve any of the grades K-12 in areas of the United States. The purpose of Planning Projects (PP) is to support the development of projects that will either initiate, build upon, or expand the efforts of farmers, gardeners, citizens, government officials, schools, and other stakeholders in communities where access to fresh foods are limited or unavailable.

The purpose of this agreement, between the U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS) and City of Flagstaff (Recipient), is to develop a comprehensive food system assessment (CFSA). This Planning Project is entitled Assessing and Growing a Sustainable Community Food System.

Since the establishment of a Sustainability Office in 2007, and a now widely successful community garden program in 2010, the city has steadily increased its food system-related commitments. The office has expanded to include a full-time Community Sustainability Specialist who manages all materials management and food systems related work. As of this year, the office has increased capacity for food systems efforts with the addition of a Sustainable Food Systems AmeriCorps VISTA specifically dedicated to assisting with this work.

The City of Flagstaff adopted a Climate Action and Adaptation Plan in 2018 which highlights increasing local food production to build a more resilient food system. In June of 2020, the Flagstaff City Council adopted a Climate Emergency Declaration, which strengthened previously stated goals and accelerated the timeline for their achievement. One year later in June 2021, the Flagstaff City Council adopted a Carbon Neutrality Plan which “outlines nine target areas and accompanying strategies to proactively reduce emissions, build a stronger community, and prepare for coming change” (The City of Flagstaff, 2021). The City of Flagstaff recognizes the role food systems have in decreasing greenhouse gas emissions and understands improvements are critical strategy to achieving carbon neutrality by 2030.

Future success within continued food systems work will depend on our ability to enact strategic policy and investment strategies that address regionally specific key barriers and leverage existing strengths to improve health, wealth, community, and capacity (Meter, 2021). This strategic action requires a deeper fundamental understanding of the key issues of growers, distributors, eaters, and the networks that link them, as well as the critical barriers and opportunities that frustrate our efforts to construct a more robust food system. As a next step, we will mount a comprehensive food system assessment (CFSA). This action serves as the centerpiece of the Assessing and Growing a Sustainable Community Food System Project (Project).

The City of Flagstaff has committed itself to this direction in concert with our community partners. Data collected from a CFSA will guide the City’s food systems commitments over the next decade and beyond to inform and engage decision-makers, key stakeholders, and the community at large. oping a more sustainable food system (APA, 2015). The Carbon Neutrality Plan commits to decreasing food waste and increasing food recovery, offering accessible food systems specific programming, and expanding urban agriculture opportunities through data driven initiatives and policy. Currently the City’s Sustainability Office is focused on innovative programs to begin addressing these issues such as the Urban Farm Incubator, which seeks to establish high-quality and low-cost urban agriculture sites, a new Residential Food Scraps Drop-off that provides a free compost service to residents and local farms, and the creation of a formalized Food Policy Council is underway to further promote food systems change work. Results from a CFSA will provide actionable data to better inform new programs, relationships, infrastructure, and policy.

The results of our CFSA will help to identify at least one new business initiative and assess its financial feasibility. This, in turn, will guide the creation of a Food Action Plan establishing goals and strategies for expanding urban agriculture and food access over the next decade. One likely outcome of this assessment will be the creation of a formal Food Policy Council. A series of outreach materials and campaigns will ensure that our plan takes solid root in the greater Flagstaff community, and help us better cultivate future leaders, farmers, gardeners, and entrepreneurs in agriculture and innovative food production.

Objectives

Objective 1: Assess the local food system and opportunities for strengthening community networks, prompting health, and retaining local economic activity through a CFSA.

Objective 2: Examine CFSA findings with stakeholders and increase public awareness and understanding of current state of the food system.

Objective 3: Assess the feasibility of one strategic urban agriculture-related business opportunity.

Objective 4: Develop a Food Action Plan to guide City policy, programming, and investment in the local food system and urban agriculture opportunities.

The primary goal is to develop a comprehensive food system assessment (CFSA).

Budget Narrative

The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in this budget narrative are estimates. Reimbursement or advance liquidations will be based on actual expenditures, not to exceed the amount obligated.

TOTAL BUDGET \$ 184,085.12

TOTAL FEDERAL FUNDS \$ 184,085.12

CONTRACTUAL \$177,056.00

Crossroads Resource Center (CRC) - \$114,556.00

CRC will be responsible for conducting the food system assessment and feasibility studies, as well to provide assistance with developing the Food Action Plan. The specific work involved in these studies is detailed below, as well as a year-by-year budget and timeline of activities.

YEAR ONE: \$53,599

- Professional fees: \$30,875
- Professional travel time: \$8,000
- Other consultants: \$3,500
- Travel expenses: \$11,224

YEAR TWO: \$41,672

- Professional fees: \$28,938
- Professional travel time: \$6,000
- Travel expenses: \$6,734

YEAR THREE: \$19,285

- Professional fees: \$5,438
- Professional travel time: \$2,000
- Other consultants: \$5,000 (financial or policy specialists)
- Travel expenses: \$6,847

Pinnacle Prevention - \$23,500.00

Pinnacle Prevention will lead a series of six Community Conversations with Flagstaff residents, as well as two stakeholder meetings. These meetings will take place during year two, following the draft of food system assessment. The goal of these meetings will be to discuss the results of the assessment with residents and stakeholders to understand their perspective, values, and motivation, as well as develop recommendations for future research and planning in years two and three.

- Coordination, planning, research, analysis, evaluation, and reporting of six (6) community food conversations: \$9,000
- On-site childcare services: \$1,000
- Translation services: \$3,000
- Local food meal catering: \$3,000
- Participant time and effort stipends: \$3,000
- Reporting/presenting/dissemination of findings: \$2,500
- Facilitation and coordination of two (2) stakeholder meetings: \$2,000

Flagstaff Foodlink -\$39,000.00

Flagstaff Foodlink will be contracted to coordinate and facilitate the Grower Coalition and a broader Food Policy Council. This funding will pay for a stipend to cover these coordination activities, which will ultimately inform the research and planning activities throughout the grant period. These activities will ideally be conducted by an interested farmer, but if time constraints prohibit this, Flagstaff Foodlink will recruit alternative staff.

The budget will cover coordination activities at a rate of \$25 per hour, averaging 10 hours per week throughout the grant period. Annually, this will cost \$13,000, or \$39,000 over the 3-year grant period.

TOTAL DIRECT COSTS \$177,056.00

INDIRECT COSTS \$7,029.12

It is City policy to apply for indirect charges at a 3.97% fixed rate if the grant opportunity allows it. The total direct charges were \$177,056.00, which results in an indirect charge of \$7,029.12.

Recipient has elected to voluntarily waive a portion of indirect costs of 6.03%.

Responsibilities of the Parties:

If inconsistencies arise between the language in this Statement of Work (SOW) and the General Terms and Conditions attached to the agreement, the language in this SOW takes precedence.

NRCS RESPONSIBILITIES

- 1) Coordinate with the Program Director the technical assistance necessary to complete deliverables.
- 2) Review all pre-published draft material developed to ensure it complies with USDA visual standards and regulations.
- 3) Conduct ad-doc meetings (via electronic, phone or in-person field visit) to discuss the progress of the agreement.

RECIPIENT RESPONSIBILITIES

- 1) Follow methodology and evaluation plan established in the project narrative and inform the Program Manager any changes.
- 2) Work collaboratively with Coconino County Health and Human Services and Coconino County Cooperative Extension.
- 3) Review available material from the USDA in regard of the USDA general style and message layouts and follow the USDA civil right policy in accordance with USDA Departmental Regulation 4300-3, Equal Opportunity (EO) Public Notification Policy, and Section 7, in which all will comply with the usage of the USDA Non-discrimination Statement.
- 4) Perform the work and produce the deliverables as outlined in this Statement of Work.
- 5) Conduct all activities and program provision under this agreement in compliance with all applicable federal civil right laws, rules, regulations, and policies.
- 6) Ensure no member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise there from.
- 7) Comply with the applicable version of the General Terms and Conditions.
- 8) Submit reports and payment requests to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD@usda.gov as outlined in the applicable version of the General Terms and Conditions. Limit advance payment requests to immediate cash needs (30 days). Reporting frequency is as follows:

Performance reports: annual

SF425 Financial Reports: annual. If advance payments are requested, the financial report frequency is quarterly.

Expected Accomplishments and Deliverables

1. Assess the local food system and opportunities for strengthening community networks, promoting health, and retaining local economic activity through a CFSA.

Phase 1: Jan. 2023 – Mar. 2023 : Compile an economic overview of the local Flagstaff farm and food economy (CRC).

Jan. 2023 – Jan. 2026 : Identify a farmer or other staff to coordinate the Grower Coalition. This position will organize

and facilitate regular meetings and collaboration between food producers throughout the grant period. The position will act as a liaison between the group and those conducting Project activities (Flagstaff Foodlink).
Phase 2: Jan 2023- June 2023 : Conduct interviews with 40-50 local food system practitioners (CRC).
July 2023 – Sept. 2023 : Conduct social network analysis and produce maps (CRC).
Phase 3: Oct. 2023 – Dec. 2023 : Compile social network and economic analysis into a summary report that includes quantitative findings, emerging community food networks, SWOT analysis, network maps, recommendations of key strategic actions related to infrastructure, resources, training, knowledge, communications/connections, policies, or other areas (CRC).

2. Examine CFSA findings with stakeholders and increase public awareness and understanding of current state of the food system.

Phase 1: Jan. 2024 – June 2024 : Host stakeholder meetings with key decision-makers, city and county staff, civic leaders, farmers, food businesspeople, food bank leaders, tribal members, and potential investors to present CFSA findings. (Pinnacle Prevention and The City of Flagstaff). Host 6 community conversations with 50-60 residents. This will include specific conversations with youth, senior, Spanish-speaking, and indigenous populations (Pinnacle Prevention & The City of Flagstaff). Create a virtual open house platform to provide information on findings and opportunity for discussion (The City of Flagstaff).

Phase 2: June 2024 – July 2024 : Analyze and summarize outcomes and key themes in a final report to inform future food system efforts (Pinnacle Prevention). Present findings to the City of Flagstaff and key stakeholders (Pinnacle Prevention).

3. Assess the feasibility of one strategic business opportunity.

Phase 1: July 2024 – Dec. 2024 Based on CFSA and public engagement, select the most strategic business opportunity and submit for feasibility analysis (The City of Flagstaff and CRC).

4. Develop a Food Action Plan to guide city policy, programming, and investment in the local food system and urban agriculture opportunities.

Phase 1: Jan. 2025 – May 2025 : Begin Food Action Planning process by engaging with the public through meetings, planning sessions, and individual dialogue to shape goals and strategies (The City of Flagstaff the City).

May 2025 – June 2025 : Conduct additional research as necessary (examples include policy scans, program best practices, etc.) (CRC).

June 2025 – Oct. 2025 Develop a draft Food Action Plan with goals and strategies to implement by 2030 (The City of Flagstaff and CRC).

Phase 2: Nov. 2025 – Jan. 2026 Present Food Action Plan to City Council for consideration and adoption (The City of Flagstaff and CRC). Disseminate the Final Food Action Plan to the public and stakeholder (The City of Flagstaff).

Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

Milestones

The timeline and specific tasks to implement these components are detailed in the expected accomplishments and deliverables section.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Bryce Doty, Real Estate Manager
Date: 08/29/2022
Meeting Date: 09/06/2022



TITLE:

Ratification of Lease Amendment: Ratify the Lease Amendment with United States General Services Administration (GSA) – Transportation Security Administration (TSA) leased space at airport.

STAFF RECOMMENDED ACTION:

Ratify lease amendment with United States General Services Administration for the Transportation Security Administration (TSA) leased space at the airport.

Executive Summary:

Public law requires airport owners to provide security checkpoint screening areas to Transportation Security Administration (TSA) free of charge; however, leases for any additional office space, break room, training, or storage areas may be considered. The TSA currently leases 1,000 square feet of office space and two structured parking spots at the airport under a lease which expired 3/31/2022. The lease amendment, entered into to avoid any disruption of the lease, changes the following terms:

1. Extends the lease term until 3/31/2027, with a GSA option to terminate the lease as of 3/31/2025;
2. Adds a 2% lease adjustment increase for both the shell and operating expenses of the lease, previous lease did not include any increase on shell rate. The lease amendment also requires a new standard provision related to prohibited telecommunications equipment, which is related to national security concerns.

Financial Impact:

The lease will bring over \$118,425 of revenue over a three year term. If the lease remains in effect for the final two years, the lease will bring in an additional \$82,950 of revenue.

Policy Impact:

N/A

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 & increase efficiency & effectiveness
- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Flagstaff Regional Plan

- Policy T.3.4. Actively manage parking, including cost and supply, to support land use, transportation, and economic development goals.
- Goal T.10. Strengthen and expand the role of Flagstaff Pulliam Airport as the dominant hub for passenger, air freight, public safety flights, and other services in northern Arizona.

Has There Been Previous Council Decision on This:

The original lease was approved by Council in 2011

Key Considerations:

This lease designates two parking spots for dedicated TSA employee use as well as office space outside of the bag scan area for TSA employees.

Attachments: Lease Amendment

| | |
|--|---------------------------|
| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT No. 1 |
| | TO LEASE NO. GS-09B-02853 |
| ADDRESS OF PREMISES: Flagstaff Pulliam Airport 6200 S. Pulliam Dr. Flagstaff, AZ 86001-9578 | PDN Number: N/A |

THIS AMENDMENT is made and entered into between:

City of Flagstaff

whose address is: 211 W. Aspen Ave.
Flagstaff, AZ 86001-5359

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the Lease to add and exercise a renewal option and to add FAR Clause 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services of Equipment (Aug 2020).

Now, therefore, the parties for the consideration hereinafter mentioned agree that the Lease is amended, effective upon execution by the Government, as follows:


- A. This Lease is renewed for a term of **5 YEARS, April 1, 2022 through March 31, 2027** (the "Renewal Term") at the following rental rate(s):

This Lease Amendment contains 4 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: 
Digitally signed by Greg Clifton
DN: cn=Greg Clifton, o=City of Flagstaff,
ou,email=greg.clifton@flagstaffaz.gov,
c=US
Date: 2022.04.08 10:43:30 -0700

Name: Greg Clifton

Title: City Manager

Entity: City of Flagstaff

Date: 4/8/2022

FOR THE GOVERNMENT:

DocuSigned by:

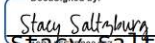
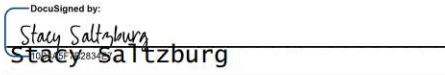
 Signature: 
BE0AB3831604429...

Name: Guadalupe Flores

Title: Lease Contracting Officer
GSA, Public Buildings Service

Date: 4/28/2022

WITNESSED FOR THE LESSOR BY:

DocuSigned by:

 Signature: 
BE0AB3831604429...

Name: Stacy Saltzburg

Title: City Clerk

Date: 4/22/2022

| Term | Shell | Ops Cost | Total annual | Annual Rate/RSF |
|--|-------------|------------|--------------|-----------------|
| Firm Term April 1, 2022 – March 31, 2025 | | | | |
| April 1, 2022 – March 31, 2023 | \$31,110.00 | \$7,585.97 | \$38,695.97 | \$38.695975 |
| April 1, 2023 – March 31, 2024 | \$31,732.20 | \$7,737.69 | \$39,469.89 | \$39.469894 |
| April 1, 2024 – March 31, 2025 | \$32,366.84 | \$7,892.45 | \$40,259.29 | \$40.259292 |
| Non-firm Term April 1, 2025 – March 31, 2027 | | | | |
| April 1, 2025 – March 31, 2026 | \$33,014.18 | \$8,050.30 | \$41,064.48 | \$41.064478 |
| April 1, 2026 – March 31, 2027 | \$33,674.46 | \$8,211.30 | \$41,885.76 | \$41.885767 |

B. Termination. The Government may terminate this lease in whole or in part after March 31, 2025 during the Renewal Term by giving at least 90 days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. The following clause is added to the Lease:

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

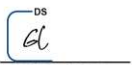

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

INITIALS:  & 
LESSOR & GOV'T

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

INITIALS:

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| LESSOR | | GOV'T |

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

INITIALS:  LESSOR &  GOV'T

City of Flagstaff
Lease Amendment
General Services Administration | Public Building Services

ATTEST:

Stacy Saltzburg

Digitally signed by Stacy
Saltzburg
Date: 2022.04.08 11:54:55
-07'00'

CITY CLERK

APPROVED AS TO FORM:

Anja Wendel
for

Digitally signed by Anja
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Date: 2022.04.05 16:11:17
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CITY ATTORNEY

Certificate Of Completion

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| Envelope Id: 15AB867CDE184633B6B5E82C66D642CF | Status: Completed |
| Subject: Please DocuSign: 8AZ2251 TSA Flagstaff 5 year renewal | |
| Source Envelope: | |
| Document Pages: 5 | Signatures: 1 |
| Certificate Pages: 1 | Initials: 3 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Erik Miyashiro |
| Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London | 1800F F St NW |
| | Washington DC, DC 20405 |
| | erik.miyashiro@gsa.gov |
| | IP Address: 136.226.12.74 |

Record Tracking

| | | |
|--------------------------------------|--|--------------------|
| Status: Original | Holder: Erik Miyashiro | Location: DocuSign |
| 4/22/2022 7:40:29 PM | erik.miyashiro@gsa.gov | |
| Security Appliance Status: Connected | Pool: FedRamp | |
| Storage Appliance Status: Connected | Pool: US General Services Administration | Location: DocuSign |

Signer Events

Guadalupe Flores
 guadalupe.flores@gsa.gov
 Branch Chief/Contracting Officer
 US General Services Administration
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 BE0AB3831604429...
 Signature Adoption: Pre-selected Style
 Signed by link sent to guadalupe.flores@gsa.gov
 Using IP Address: 174.65.162.235

Timestamp

Sent: 4/22/2022 7:53:14 PM
 Viewed: 4/28/2022 12:43:25 AM
 Signed: 4/28/2022 12:54:54 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
|------------------------------|------------------|-----------------------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 4/22/2022 7:53:14 PM |
| Certified Delivered | Security Checked | 4/28/2022 12:43:25 AM |
| Signing Complete | Security Checked | 4/28/2022 12:54:54 AM |
| Completed | Security Checked | 4/28/2022 12:54:54 AM |
| Payment Events | Status | Timestamps |

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Matt Kakert, IT Operations Manager
Co-Submitter: Paul Santana
Co-Submitter: Paul Santana
Date: 08/29/2022
Meeting Date: 09/06/2022



TITLE:

Consideration and Approval of Cooperative Purchase Contract: vCORE Technology Partners, LLC in the amount of \$72,284.44, plus applicable taxes, for Dell EMC Data Domain hardware (DD6400), licensing, and support/maintenance.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with vCORE Technology Partners, LLC (vCORE), in the amount of \$72,284.44, plus applicable taxes, for the purchase of Dell EMC Data Domain hardware (DD6400), licensing, and support/maintenance; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

As the City continues to migrate IT support for Flagstaff Police Department (FPD) to City of Flagstaff IT department, we are now working on the CAD/evidence/RMS environment. These systems provide the backbone for emergency responders to serve the community, thus it is paramount there is a backup system in place to allow for recovery of data. This purchase will replace an aging backup solution that is currently operated by Coconino County Sheriff's Office (CCSO) IT staff, of which is in need of replacement due to its age, as well as capacity. This new infrastructure will allow us to maintain compliance with CJIS regulations of data retention, as well as enable recovery scenarios for their production environment.

The Cooperative Purchase will be through a State of Arizona cooperative agreement #ADSPO16-098163 with an extension valid through February 28, 2023.

Financial Impact:

There is a one-time cost of \$72,284.44, plus applicable taxes. This cost has been budgeted in Information Technology Section 001-01-014-0042-1-4301 for FY 2023.

Policy Impact:

None.

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

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

Safe & Healthy Community: Provide public safety with the resources, staff, and training to respond to community needs.

Previous Council Decision on This:

None.

Options and Alternatives:

Approve the Cooperative Purchase Contract with vCORE for hardware, associated licensing, and setup support; or Do not approve this purchase and direct staff how to proceed. Due to moving FPD IT services over to COF IT support, staff needs a backup solution for the infrastructure we are now fully supporting, without this purchase we will be forced to continue using aging and inadequate backup solution existing within CCSO.

Background/History:

FPD IT services were moved from CCSO IT to COF IT end of FY22. During this process, CCSO IT informed staff that their current backup solution is near the end of its life span, slated for replacement, and running dangerously low on capacity. This purchase will provide new backup storage for the 911 Dispatch systems, as well as the records management system, critical for public safety and our community.

Key Considerations:

The Cooperative Contract Purchase of this hardware, licensing, and support is necessary to continue to provide an infrastructure backup solution for our 911 Dispatch and records management system. This will allow for faster, easier, and more reliable recoveries from any system or application failures. The existing backup storage system is end of life and dangerously low on capacity. The Cooperative Purchase Contract with vCORE includes a requirement that the vendor assist device setup and configuration.

Expanded Financial Considerations:

Ongoing software maintenance and support has been planned and budgeted from according Information Technology budgets, after the included five (5) years.

Community Benefits and Considerations:

None.

Community Involvement:

None.

Expanded Options and Alternatives:

None.

Attachments: [Cooperative Purchase Contract](#)
 [Exhibit A - Quote](#)
 [Exhibit B - Agency Contract](#)
 [Exhibit B - Amendment 4](#)
 [Exhibit B - Amendment 12](#)

COOPERATIVE PURCHASE CONTRACT

Contract No. 2023-20

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20____ by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona (“City”) and vCORE Technology Partners, LLC, a California Limited Liability Company (“Contractor”).

RECITALS:

- A. The State of Arizona conducted a competitive and open procurement process through Request for Proposal Solicitation #ADSPO15-093839 that resulted in Contract #ADSPO16-098163 with Dell Marketing, L.P. (“Agency Contract”); and
- B. Contractor is an approved subcontractor as described in the Agency Contract; and
- C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

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

1. Materials and or Services Purchased: Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

Dell DD6400 Hardware, Software Licensing & Maintenance Support
2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or Exhibit A attached hereto and incorporated by reference.
3. Payment: Payment to the Contractor for the materials and or services provided shall be Seventy-Two Thousand Two Hundred Eighty-Four Dollars and Forty-Four Cents (**\$72,284.44**) **in addition to taxes and other charges**; made in accordance with the price list and terms set forth in the Agency Contract.
4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in Exhibit B attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.
5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.
7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.
8. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Matt Kakert
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
MKakert@flagstaffaz.gov

To Contractor:

Jeff Alighieri
vCORE Technology Partners, LLC
1355 N. Scottsdale Road, Suite 140
Scottsdale, AZ 85257
Jeff.alighieri@vcoretech.com

With a copy to:

Brian Eilerts
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Brian.Eilerts@flagstaffaz.gov

(SIGNATURES ON FOLLOWING PAGE)

CONTRACTOR:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to Proceed issued: _____, 20__

**EXHIBIT A
SCOPE OF WORK
(Attached)**

**EXHIBIT B
AGENCY CONTRACT
(Attached)**

Agency contract and additional documentation

- 1. Solicitation Offer and Acceptance/Terms and Conditions #ADSPO**
- 2. Contract Amendment 4: vCORE Technology subcontractor addition**
- 3. Contract Amendment 12: Dell Contract Extension February 28, 2023**



AHEAD, Inc.
401 Michigan Avenue
Suite 3400
Chicago, IL 60611

Ahead Client Director:
Jeff Alighieri
7815044248
jeffrey.alighieri@ahead.com

Ahead Quote Number
AHD2022156462 - 14
Reference Number:
Merged [12][13] - AHD2022156462 - 5
Quote Date:
8/8/2022
Expiration Date:
9/7/2022

Shipping Address:
City of Flagstaff
Matt Kakert
211 W Aspen Avenue
Flagstaff AZ 86001

Billing Address:
Brian Ellerts
City of Flagstaff
211 W. ASPEN AVE.
FLAGSTAFF AZ 86001
928.213.2000
MPA:

Client Operations Specialist
Cristina Panou
6463151794
cristina.panou@ahead.com

Payment Terms:
Net 30

Contract Details:
Contract Number: AZ - EMC NASPO MNWNC-109/ADSP016-100284;
Expiration Date:
MSRP Date:
Contract Link:

| <i>City of Flagstaff - DD6400 (5 YR Support)</i> | | | | | Unit Price | Extended Price |
|--|-------------|-------------|--|------------|-------------|-------------------|
| QTY | Part Number | Description | | | | |
| PowerProtect DD6400-13 | | | | | | |
| Hardware | 1 | 210-BCFX | Controller DD6400 NFS CIFS | \$6,027.89 | \$6,027.89 | |
| Hardware | 1 | 321-BHJM | SYSTEM DD6400 PSNT | \$0.00 | \$0.00 | |
| Hardware | 1 | 492-6DET | DD 10G5FP IO MODULE NDC INTEL | \$350.88 | \$350.88 | |
| Hardware | 1 | 492-BDEW | DD 10G5FP ENET 4PT INTEL | \$453.79 | \$453.79 | |
| Hardware | 8 | 407-BCUG | XCVR 10GbE LR SFP Intel | \$155.97 | \$1,247.76 | |
| Hardware | 1 | 400-BMSJ | DD6400 1.92TB Internal Cache SSD | \$0.00 | \$0.00 | |
| Hardware | 1 | 750-AD0J | DD6400 Field Install Kit | \$691.45 | \$691.45 | |
| Software | 1 | 619-ARIH | DD OS 7.7X=IA | \$0.00 | \$0.00 | |
| Software | 1 | 149-BBKFP | LICENSE BASE DD OE=IA | \$0.00 | \$0.00 | |
| Software | 48 | 149-BBKE | DD6400 Capacity License Bundle 1TB=CC | \$514.89 | \$24,714.72 | |
| Software | 208 | 151-BBRH | DD6400 Cloud Tier 1TB =CC | \$0.00 | \$0.00 | |
| Software | 1 | 379-BDPD | ISG Product (info) | \$0.00 | \$0.00 | |
| Maintenance - Hardware | 1 | 877-3653 | Dell Hardware Limited Warranty | \$248.36 | \$248.36 | |
| Maintenance - Hardware | 1 | 877-3654 | ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years | \$551.24 | \$551.24 | |
| Maintenance - Hardware | 1 | 877-3656 | ProSupport Next Business Day Onsite Service After Problem Diagnosis 2 Years Extended | \$813.99 | \$813.99 | |
| Maintenance - Hardware | 1 | 877-3659 | ProSupport 7x24 Technical Support and Assistance 5 Years | \$1,464.92 | \$1,464.92 | |
| Maintenance - Hardware | 1 | 955-9041 | Dell Hardware Limited Warranty Plus On Site Service Extended Year | \$0.00 | \$0.00 | |
| Maintenance - Hardware | 1 | 989-3439 | 3 Years ProSupport and Mission Critical 4 Hour 7x24 Onsite Service 24TB | \$0.00 | \$0.00 | |
| Maintenance - Hardware | 1 | 868-5933 | 5 Years ProSupport Next Business Day Operating Env Sftwr Spt-Maint | \$3,151.76 | \$3,151.76 | |
| Maintenance - Hardware | 48 | 868-5863 | 5 Years ProSupport Next Business Day Capacity Bundle 1TB Raw Sftwr Spt-Maint | \$233.49 | \$11,207.52 | |
| Maintenance - Hardware | 208 | 868-5650 | 5 Years ProSupport Next Business Day DD Cloud Tier Sftwr Spt-Maint | \$0.00 | \$0.00 | |
| Maintenance - Hardware | 1 | 868-5887 | 5 Years ProSupport Next Business Day DD Cloud Tier Sftwr Spt-Contract | \$0.00 | \$0.00 | |
| PowerProtect DD6400 Expansion Shelf-13 | | | | | | |
| Hardware | 1 | 210-BCGF | ES40 SHELF 12G 15X8TB SAS Field DD6400 | \$8,911.60 | \$8,911.60 | |
| Hardware | 1 | 470-ADZE | DD 3M SAS HD FLEX | \$94.43 | \$94.43 | |
| Software | 1 | 379-BDPD | ISG Product (info) | \$0.00 | \$0.00 | |
| Maintenance - Hardware | 1 | 877-3727 | Dell Hardware Limited Warranty | \$300.12 | \$300.12 | |
| Maintenance - Hardware | 1 | 877-3728 | ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years | \$666.08 | \$666.08 | |
| Maintenance - Hardware | 1 | 877-3730 | ProSupport Next Business Day Onsite Service After Problem Diagnosis 2 Years Extended | \$983.57 | \$983.57 | |
| Maintenance - Hardware | 1 | 877-3733 | ProSupport 7x24 Technical Support and Assistance 5 Years | \$1,770.12 | \$1,770.12 | |
| Maintenance - Hardware | 1 | 975-3461 | 5 Years ProSupport Plus Next Business Day Onsite Service | \$0.00 | \$0.00 | |
| Maintenance - Hardware | 1 | 989-3439 | 3 Years ProSupport and Mission Critical 4 Hour 7x24 Onsite Service 24TB | \$0.00 | \$0.00 | |
| AHEAD Services-12 | | | | | | \$6,098.00 |

| | |
|--------------------------|--------------------|
| Hardware: | \$17,777.80 |
| Software: | \$24,714.72 |
| Maintenance: | \$21,157.68 |
| Managed Services: | \$0.00 |
| Services: | \$4,733.00 |
| Training: | \$0.00 |
| Estimated Tax: | \$3,901.24 |
| Total Investment: | \$72,284.44 |

Acceptance of this quote authorizes Ahead to invoice the party indicated herein ("Customer"). Any Services covered by an Ahead Service Brief shall be invoiced in advance and in full, regardless of whether or not such Services have been completed. Ahead reserves the right to make partial shipments. Customer acknowledges that it has read the Terms and Conditions, linked below, and those Terms and Conditions shall govern and apply, unless a previously executed agreement governing the sale of products exists between Ahead and Customer. The Special Additional Terms (the "SAT") contained in this quote (if any) shall supplement the attached Terms and Conditions or previously executed agreement (collectively, the "Agreements"), provided, however that in the event of any conflict or inconsistency between the SAT and any of the Agreements, the SAT shall take precedence, govern and control. By accepting this quote, Client also agrees to any manufacturer terms applicable to the third party products and services purchased under this quote. Except as indicated otherwise, pricing does not include sales tax, VAT or shipping charges. To the extent taxes are included on the quote, these taxes are estimates and may vary from the taxes listed on the invoice, which shall take precedence. All shipping charges shall be invoiced separately following delivery. Acceptance may be emailed to AR@ahead.com.
<https://go.ahead.com/rs/833-BEW-758/images/Snap%20Terms%202021%20-%20Portrait%202802.01.21%20-%20Current%29.pdf>

Terms and Conditions:

Authorized Signature: _____

Date: _____

Printed Name: _____



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

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

Arizona Participating Addendum

**Contract No. ADSPO15-093839
Contractor: Dell Marketing L.P.**

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

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



Table of Contents

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

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Offer and Acceptance

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

OFFER

TO THE STATE OF ARIZONA:

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

Arizona Transaction (Sales) Privilege Tax License No.:

07 428149-A

Federal Employer Identification No.:

E-mail: Amy_Ivy@Dell.com

Phone: 512-723-6201

Fax:

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

Dell Marketing, L.P.

Company Name

One Dell Way

Address

Round Rock

TX

78682

City

State

Zip

Signature of Person Authorized to Sign Offer

Amy Ivy

Printed Name

Contracts Manager

Title

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

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

This Contract shall henceforth be referred to as Contract No.

ADSP015-093839

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

State of Arizona
Awarded this

17th day of July 2015

[Signature]
Procurement Officer



Scope of Work

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

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

1. Introduction

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

2. Background

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

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

3. State of Arizona Requirements

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

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

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

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

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

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

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



Scope of Work

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

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

Services – Broadly classed as installation/de-installation, maintenance support, *minimal operation training*, migration, and optimization of products offered or supplied. These types of services shall include the following:

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

4. Participating Addendum Allowances and Restrictions

This PA shall allow and restrict the following:

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



Scope of Work

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

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

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

5. Leasing and Rental Options

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

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

6. Configuration Limits

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

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



Scope of Work

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

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

7. Reporting

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

8. ePEAT

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

9. Utilization of Partners

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

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

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

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

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



Scope of Work

State of Arizona
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Contract No; **ADSP015-093839**
Description: **Computer Hardware including Peripherals and Associated Services**

10. Current Product and Pricing Schedules

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

11. Website Ordering or Punch-Out Capabilities

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

12. Ordering Instruments

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

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

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



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1. Purpose

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

2. Term of Contract

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

3. Contract Extensions

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

4. Master Contract and Participating Addendum Order of Precedence

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

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

5. Non-Exclusive Contract

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

6. Eligible Agencies

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

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



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7. Estimated Quantities

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

8. Administrative Fee and Usage Reports

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

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

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

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

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

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

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

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



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

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

9. Licenses

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

10. Authorization to Purchase

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

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

11. Invoicing

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

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

12. Compliance with Applicable Laws - Negotiated

The Materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements. Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract.



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

13. Price Adjustment - Negotiated

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

14. Payment Procedures

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

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

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

15. Order Process

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

16. Offshore Performance of Work Prohibited

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

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



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18. Access Constraints and Requirements

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

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

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

19. Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

20. Health Insurance Portability and Accountability Act of 1996

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

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

21. Indemnification - Negotiated

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



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

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

22. Intellectual Property Indemnification

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

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

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

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

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

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



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

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

23. Insurance

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

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

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

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

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

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

2. Business Automobile Liability

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

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



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

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the **"State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees"** for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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

- 1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

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

D. **ACCEPTABILITY OF INSURERS**: Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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



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

All certificates required by this Contract shall be sent directly to **the Department**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

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

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

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

25. Negotiated Uniform Terms and Conditions

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

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



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



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

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

- 25.9. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it, specifically to include the provision of a notice to cure any deficiency within thirty (30) days.
- 25.9 Termination for Convenience. Both parties reserves the right to terminate the Contract, in whole or in part at any time In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.



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1. Definition of Terms

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

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

2. Contract Interpretation

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



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2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

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

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

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

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

3. Contract Administration and Operation

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

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

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

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

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

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

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



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- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

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



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4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

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

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

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

4.5.2. Cancel the Contract; or

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

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

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

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

6. Risk and Liability

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

6.2. Indemnification

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



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

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



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7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
 - 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
 - 7.2.2. Fit for the intended purposes for which the materials are used;
 - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
 - 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under



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this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.



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9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

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

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

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



Contract Amendment

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

CONTRACT NO.: ADSPO16-098163

Computer Hardware and Support

AMENDMENT NO.: Amendment Four (4)

PAGE
1

OF
1

CONTRACTOR:

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

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

STATE AGENCY:

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

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

Computer Hardware and Support

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

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

All other terms, conditions and provisions remain unchanged.

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

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

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

7/5/18

SIGNATURE

DATE

Janessa Light, Sr. Contracts Manager

PRINTED/TYPED NAME AND TITLE

7/5/2018

SIGNATURE

DATE

Myla Baptiste-Lord
State Procurement Manager



Contract Amendment

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

CONTRACT NO.: ADSPO16-098163

PAGE
1

Computer Hardware and Support

OF
1

AMENDMENT NO.: Twelve (12)

CONTRACTOR:

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

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

STATE AGENCY:

AZ Department of Administration (ADOA)

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

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

Computer Hardware and Support

Pursuant to Uniform Terms and Conditions, Paragraph 5, Amendments, the above referenced contract shall be amended as follows:

1. In accordance with the Special Terms and Conditions, Section 3 - Contract Extensions, this contract is extended through February 28, 2023.

All other terms, conditions and provisions remain unchanged.

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

| | |
|--|--|
| CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT. | THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE. |
| <i>Charyne Greenup</i> July 1, 2022 | <i>Eric Bell</i> 7/1/2022 |
| SIGNATURE DATE | SIGNATURE DATE |
| Charyne Greenup, Contract Administrator PRINTED/TYPED NAME AND TITLE | Eric Bell State Procurement Manager |

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Tiffany Antol, Senior Planner
Date: 08/29/2022
Meeting Date: 09/06/2022



TITLE:

Consideration and Adoption of Ordinance No. 2022-18: An ordinance of the City Council of the City of Flagstaff amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, Division 10-40.60: Specific to Uses, Section 10-40.60.220 Marijuana Establishments Subsection C. Hours of Operation for Marijuana Dispensaries, providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

- 1) Read Ordinance No. 2022-18 by title only for the final time
- 2) City Clerk reads Ordinance No. 2022-18 by title only (if approved above)
- 3) Adopt Ordinance No. 2022-18

Executive Summary:

The proposed amendment is to extend the hours of operation for Marijuana Dispensaries from 7:00 p.m. to 10 p.m. The Planning & Zoning Commission recommends the City Council approve the amendment as proposed (3-1).

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed Zoning Code Text Amendment.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed Zoning Code Text Amendment.

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

Priority Based Budget Key Community Priorities and Objectives

Robust Resilient Economy - Maintain & enhance equitable & effective business recruitment, retention, & expansion program through the community.

Carbon Neutrality Plan

CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.

Regional Plan

Goal ED.1. Create a healthy environment for business by ensuring transparent, expeditious, and predictable government processes.

Goal ED.3. Regional economic development partners support the start-up, retention, and expansion

of existing business enterprises.

Policy ED.4.2. Promote variety and flexibility in land use and development options within the urban growth boundary.

Has There Been Previous Council Decision on This:

There have been no previous Council decisions on this specific request.

Options and Alternatives:

The City Council may adopt, modify, or deny the proposed amendment.

Background/History:

Noble Herb, which currently runs a permitted Marijuana Dispensary in Flagstaff, is requesting to modify Section 10-40.60.220.C, which sets the operation hours for Marijuana Dispensaries, as follows:

Current Text

A Marijuana Dispensary shall have operating hours not earlier than 8:00 a.m. and not later than **7:00** p.m.

Proposed Text

A Marijuana Dispensary shall have operating hours not earlier than 8:00 a.m. and not later than **10:00** p.m.

The applicant's narrative describing this request and a list of zoning code requirements across the state are attached for the Council's review.

Key Considerations:

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. Finding #1: The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

The amendment's primary purpose is to extend the hours of operation for Marijuana sales to align with other similar uses in the community such as pharmacies. This amendment is supported by goals and policies within the Regional Plan including the following:

- Goal ED.1. Create a healthy environment for business by ensuring transparent, expeditious, and predictable government processes.
- Goal ED.3. Regional economic development partners support the start-up, retention, and expansion of existing business enterprises.
- Policy ED.4.2. Promote variety and flexibility in land use and development options within the urban growth boundary.

B. Finding #2: The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;

The provisions of the amendment are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the city. To assist in ensuring that the Marijuana Establishment land uses are not detrimental, minimum separation requirements are established from facilities and locations that contain any of the following uses: daycares, educational, family recreation and entertainment, public libraries and parks, drug or alcohol rehabilitation, and other Marijuana Establishments. In addition, provisions have been incorporated pertaining to the security, disposal of marijuana remnants and by-products, and prohibition of onsite consumption of marijuana products and emissions of dust, fumes, vapors, smoke, or odors into the environment from a Marijuana Establishment.

C. Finding #3: The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The amendment is internally consistent, utilizes the existing format, and does not conflict with other

Zoning Code provisions. It maintains the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

Community Involvement:

Inform. The applicant held a neighborhood meeting for the proposed zoning code text amendment on May 2, 2022, using the Zoom platform. Notices were sent directly to the Persons of interest on file with Planning and Development Services, in addition to an advertisement in the Arizona Daily Sun. No one from the public attended this meeting.

A formal work session was held with the Planning & Zoning Commission on May 25, 2022, and the City Council on May 31, 2022. Both work sessions were advertised in the Arizona Daily Sun.

A public hearing was held with the Planning & Zoning Commission on June 22, 2022. All public hearings were advertised in the Arizona Daily Sun.

Attachments: [Ord. 2022-18](#)
 [Application](#)
 [Applicant Narrative](#)
 [Citizen Participation Plan](#)

ORDINANCE NO. 2022-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, DIVISION 10-40.60: SPECIFIC TO USES, SECTION 10-40.60.220 MARIJUANA ESTABLISHMENTS, SUBSECTION C. HOURS OF OPERATION FOR MARIJUANA DISPENSARIES, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend Flagstaff City Code Title 10, Flagstaff Zoning Code, Division 10-40.60: Specific to Uses, Section 10-40.60.220 Marijuana Establishments, subsection C. hours of operation for Marijuana Dispensaries; and

WHEREAS, citizen review sessions were held at the Planning Commission work session on May 25, 2022, and the City Council work session on May 30, 2022, 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 a public hearing on June 22, 2022, and provided a recommendation to City Council on the 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.

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. Amend Flagstaff City Code, Title 10, Flagstaff Zoning Code, Division 10-40.60: Specific to Uses, Section 10-40.60.220 Marijuana Establishments, subsection C. hours of operation for Marijuana Dispensaries, as follows:

10-40.60.220 Marijuana Establishments

C. A Marijuana Dispensary shall have operating hours not earlier than 8:00 am and not later than ~~7:00 p.m.~~ **10:00 P.M.**

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 6th day of September, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Flagstaff

Community Development Division

211 W. Aspen Ave
 Flagstaff, AZ 86001
 www.flagstaff.az.gov

P: (928) 213-2618
 F: (928) 213-2609

| | | | | |
|---|---|-----------------------|-------------------------------|----------------------------|
| Date Received | Application for Zoning Code Text Amendment | | | File Number PZ-21-00277 |
| Applicant(s)/Property Owner(s) Noble Herb LLC | Title | Phone 602-703-5320 | Email doug@nobleherbaz.com | |
| Mailing Address 460 N. Switzer Canyon Drive, Suite 100 | City, State, Zip Flagstaff, AZ 86001 | | | |
| Representative (If applicable) Pele Fischer, Attorney | Title Peacock Legal, PLLC | Phone 602-803-3668 | Email pele@peacock.legal | |
| Mailing Address 4602 E. Thomas Rd., W2 | City, State, Zip Phoenix, AZ 85018 | | | |

| | |
|------------------------------------|---|
| Property Address 522 E Route 66 | City, State, Zip Flagstaff, AZ 86001 |
|------------------------------------|---|

| |
|--|
| Application Name: Marijuana Dispensary Operating Hours |
| Zoning Code Text Amendment |
| Chapter Name and Number: Chapter 10.40 Specific to Zones |
| Division Name and Number: 10-40.60 Specific to Uses |
| Section Name and Number: 10-40.60.220 Marijuana Establishments |
| Chapter Name and Number: |
| Division Name and Number: |
| Section Name and Number: |
| Chapter Name and Number: |
| Division Name and Number: |
| Section Name and Number: |

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|-------------------------|
| Additional Information: |
|-------------------------|

| | | | |
|--|-------------------------------|--|------------------|
| Owner's Signature (required) <i>[Signature]</i> | Date: 4/12/22 | Representative Signature (If applicable) <i>[Signature]</i> | Date: 4/12/22 |
| For City Use | | | |
| Date Filed: | File Number(s): | Fee Receipt Number: | |
| P & Z Hearing Date: | Publication and Posting Date: | Amount: | |
| Council Hearing Date: | Publication and Posting Date: | Date: | |
| Received by: | Comments: | | |

ZONING CODE AMENDMENT APPLICATION

Title: XXXXXXXXXXXXXXXX - Hours of Operation for Marijuana Dispensaries.

Date: April 12, 2022

NARRATIVE

PROPOSED AMENDMENT:

The proposed amendment (Exhibit A to the Resolution No. XXXX) modifies the existing marijuana establishment hours of operation provision of the Flagstaff Zoning Code, 10-40.60.220 Marijuana Establishments.

Reason for the Request:

The purpose of the amendment is to extend the allowed hours a marijuana establishment may operate. The reason for the proposed amendment is to increase the accessibility of marijuana to patients and consumers, decrease the burden in obtaining marijuana for patients and consumers, and create more jobs in a thriving and high desired for employment industry.

CRITERIA #1: The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan. A change in operational hours still maintains and upholds council and staff's original stipulations for marijuana establishment operations except for an extension of operational hours. The extension of operational hours is consistent with other similarly situated businesses and the community character of the Plan.

Furthermore, the proposed amendment expanding the operating hours of marijuana establishments is consistent and conforms with many of the City's Economic Development policies and goals. Expanding the operating hours for marijuana establishments will align Flagstaff's hours with those permitted in other major cities in Arizona. Expanding the permitted hours of operation for marijuana dispensaries will allow for dispensaries to increase the hours for current employees and create demand to hire new employees. The demand for marijuana products will continue to grow with the population, and the expanded hours of operation will attract marijuana brands to sell their products at Flagstaff marijuana establishments.

CRITERIA #2

The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City as a result of extending the hours a marijuana dispensary may operate. The Arizona Department of Health Services regulated the Medical and Adult Use Marijuana programs in Arizona. State statute and rules regulate the security of marijuana dispensaries. All security requirements must be strictly adhered to. Please see R9-17-318 and R9-18-312 attached.

Furthermore, allowing for additional operating hours is important in mitigating and preventing the spread of COVID-19 or other comparable communicable / contagious diseases. Currently, there is a large rush of customers around closing. Extending the operational hours will allow for additional hours which should spread out customer visits allowing for less rushes, more social distancing, and a better flow of customers visits, etc.

CRITERIA #3

The proposed amendment is internally consistent with other applicable provisions of this Zoning Code and does not conflict with any other Zoning Code provision. The amendment maintains the contemporary set of land uses and requirements of the purpose of the Zoning Code and is usable, straightforward, and easily understood.

Benefit to the Community:

The proposed amendment will benefit the community and the overall quality of life in the City of Flagstaff. The amendment will have a positive impact on the well-being of the community by expanding patient and consumer access and promoting patients' right to choose alternative treatment and therapeutics. The current hours limit the ability of those individual with schedule constraints or those that work outside typical business hours to obtain marijuana.

Although delivery currently does help serve some patients in these groups, delivery is only available to medical patients by law at this time. A large portion of consumers under the adult-use program use marijuana for medicinal reasons but decline to obtain a medical card due to resource barriers or privacy concerns. Expanding the hours of operation will expand patient and consumers' access to powerful pain and inflammation treatment.

The proposed amendment will benefit the City of Flagstaff from an economic standpoint. Jobs in the cannabis industry are in high demand and expanding the permitted hours of operation will create more jobs at marijuana establishments. Flagstaff's population has been quickly growing and the expanded hours of operation will help businesses better serve patients in a timely manner.

Furthermore, the increasing demand for marijuana products and expanded hours of operation will attract marijuana brands and businesses to work with the marijuana establishment licensees in Flagstaff. This will create jobs at cultivation, processing, and retail sites, and increase the variety of marijuana products available to patients in Flagstaff. The proposed amendment to expand the permitted operating hours of dispensaries will further benefit the community and promote the tourism and events industry in Flagstaff by making marijuana accessible to those who want to visit and contribute to the tourism industry.

Noble Herb
Zoning Code Text Amendment Application
Citizen Participation Plan

Noble Herb is holding a neighborhood meeting via Zoom on May 2nd, 2022 at 6:00 p.m.. regarding its application for a zoning code text amendment. The request amendment expands the permitted hours of operation for marijuana dispensaries from 8:00 a.m. until 7:00 p.m., to 8:00 a.m. until 10:00 p.m..

Noble Herb will keep the Director informed of the status and results of any communication and comments received by the public. Noble Herb will send the Director an email with any communication or comments received from the public when received and Noble Herb will email the Director its response once completed and ready to release to the public.

Noble Herb
Zoning Code Text Amendment Application
Copy of Letter Sent to Registry of Persons/ Unpublished Arizona Daily Sun Ad

NEIGHBORHOOD MEETING REGARDING ZONING CODE TEXT AMENDMENT
APPLICATION

NOBLE HERB will hold a neighborhood meeting schedule for May 2nd, 2022, at 6:00 pm via Zoom regarding its application requesting to amend the City of Flagstaff Zoning Code. You may join the public meeting using the link or meeting ID below.

Application **XXXXXXXX** - *Hours of Operation for Marijuana Establishment* proposes amending Section 10-40.60.220(D) to expand the permitted operating hours of marijuana dispensaries from 8:00 a.m. until 7:00 p.m., to 8:00 a.m. until 10:00 p.m.

<https://us02web.zoom.us/j/3358825940>

Meeting ID: 335 882 5940

Please contact Noble Herb via Peacock Legal, PLC at (480) 535-3395.

Noble Herb
Zoning Code Text Amendment Application
"Registry of Persons and Groups"
As Required in Zoning Code Section 10-20.30.080.B

Friends of Flagstaff's Future

P.O. Box 23462
Flagstaff, AZ 86002
info@friendsofflagstaff.org
(928) 556-8663

Michele A. James

Executive Director
Friends of Flagstaff's Future
P.O. Box 23462
Flagstaff, Arizona 86002

Northern Arizona Building Association

1500 East Cedar Avenue, Suite 86
Flagstaff, AZ 86004
tbociung@nazba.org
(928) 779-3071

Northern Arizona Association of Realtors, Jeffrey Herd

1515 East Cedar Avenue, Suite C-4
Flagstaff, AZ 86004
naarflag@nazrealtor.com;
naargovaffairs@outlook.com
(928) 779-4303

Tish Bogan-Ozmun

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Jay Christelman
Coconino County Community Development

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Flagstaff, Az 86001-1287
jchristelman@coconino.az.gov

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Flagstaff, AZ 86001
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Jess McNeely

**Coconino County Community
Development**

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wmcneely@coconino.az.gov

Steve Finch

Flagstaff Lodging, Restaurant & Tourism
Association
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Flagstaff, AZ 86003
sfinch@flrta.org
(928) 326-6008

Rachel Bass

3083 W. Easterday Lane
Flagstaff 86001
rsilverton@gmail.com

David Hayward

Neighborhood Homes, LLC
510-331-3380
david@neighborhoodhomes.com

Barry Levitan

19 S San Francisco St
Flagstaff, AZ 86001
bllips@aol.com

**Case No. XXXXXXXX Zoning Code Text Amendment – 2022: Hours of Operation for
Marijuana Dispensaries**

HOW TO READ THIS DOCUMENT

Unless otherwise stated, existing provisions that are being deleted are show in bold red through text, like this: ~~**Provisions that are being deleted are shown with a bold red through text.**~~

Provisions that are being added are showing in bold blue text, like this: **Provisions that are being added are shown in bold blue text.**

Section 1. Amend Title 10 Flagstaff Zoning Code, Division 10-40.60: Specific to Uses, Section 10-40.60.220: Marijuana Establishments, as follows:

10-40.60.220 Marijuana Establishments

C. A Marijuana Dispensary shall have operating hours not earlier than 8:00 a.m. and not later than ~~**7:00 p.m.**~~ **10:00 p.m.**

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Collin Seay, Police Lieutenant
Date: 08/29/2022
Meeting Date: 09/06/2022



TITLE:

Consideration and Adoption of Resolution No. 2022-40: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement (IGA) Between Coconino Community College and Flagstaff Police Department for High Country Training Academy. This is a Arizona POST accredited basic training academy for police certification operated out of Coconino Community College.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2022-40 by title only
- 2) City Clerk reads Resolution No. 2022-40 by title only (if approved above)
- 3) Adopt Resolution No. 2022-40

Executive Summary:

The Flagstaff Police Department (FPD) hires approximately 15-25 police officer recruits per year, and we send our recruits to various academies around the state that require us to pay for basic training tuition and housing/per diem costs for each recruit. We typically send recruits to Prescott, Phoenix-area, or Yuma academies around the state each year. On average, the city spends approximately \$10,000 per recruit in tuition and housing/per diem costs to attend a basic training academy. FPD must compete with other agencies for academy seats which is a highly competitive market with the needs for new police recruits around the state and limited police academies, and we typically only get a minimal number of spots in each academy class. Once we receive academy seats, we must arrange for long-term housing in either an extended hotel stay or a vacation rental out of town which is very costly when academy lengths are typically 20-24 weeks. We also limit our accountability over our recruits because of their distance from the city. This makes it challenging to assist with their needs during their time at the academy and sometimes leads to recruit turnover before graduating the academy. Many academies are moving toward a model that if an agency is requesting more than five seats in an academy, they want a full-time training officer to teach at the academy which results in loss of staffing in patrol and a high cost of paying the housing and per diem of the training officer.

FPD has partnered with Dr. Nate Southerland (Provost) and the Coconino Community College to create the High Country Training Academy which will be operated locally by the College out of the Lone Tree campus. FPD will provide the Class Sergeant who is responsible for the delivery of instruction of the class, and the College will reimburse the salary at the rate of \$139,700 per year (rate will increase slightly each year). FPD will also provide additional staffing and adjunct instructors to help deliver the 832 hours of total instruction for the recruits to receive Arizona POST certification right here in Flagstaff. There will be two academy 21-week sessions per year that start in October and March. We also have created a user group of police agencies in the Flagstaff area to include the Coconino County Sheriff's Office and Northern Arizona University Police Department to share the instructor and staff workload for the 832

hours of basic training instruction. This project will save the city money for basic training for recruits, and it will keep the money spent on basic training local to Flagstaff. The Flagstaff area agencies will get priority seating in these academy classes, and we will have direct accountability over our recruit staff to give them best chance possible of graduating the police academy.

Financial Impact:

The city will save money on basic academy training costs as our recruits who accept job offers will house themselves locally when they accept the offer.

Coconino Community College will charge the city \$3,912.00 per recruit for enrollment into the twenty-one week Arizona POST certified police academy. In exchange, Coconino Community College will reimburse the city up to \$110,000 in salary and \$29,700 in benefits per year for the academy class Sergeant who will be responsible for delivering the 663 hours of Arizona POST mandatory basic training and an additional 169 hours of elective training for a total of 832 hours. There will be two academy session per year, one in October and one in March.

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance: Serve the public providing high quality internal and external customer service.

High Performing Governance: Encourage public trust through transparency, accessibility and use of the City's public participation policy.

Team Flagstaff Strategic Plan: Provide exceptional service.

Regional Plan

3) Provide sustainable and equitable public facilities, services, infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

8) Improve effectiveness of notification, communication and engagement with residents, neighborhoods and businesses and about City services, programs, polices projects and developments.

Has There Been Previous Council Decision on This:

The Council has approved IGAs for FPD to use different academies around the state that require a higher cost and relocation of our police officer recruits.

Options and Alternatives:

Approve or disapprove the IGA for FPD to partner with Coconino Community College to use High Country Training Academy for basic training. The alternative would be to continue to use outside of Flagstaff training academies that come with a higher cost.

Background/History:

RESOLUTION NO. 2022-40

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY COMMUNITY COLLEGE DISTRICT, COCONINO COUNTY, AND THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY AND THE CITY OF FLAGSTAFF FOR THE CREATION OF THE HIGH COUNTRY TRAINING ACADEMY FOR POLICE RECRUITS

RECITALS:

WHEREAS, the Parties and City of Flagstaff desire to enter into an intergovernmental agreement for creation of the High Country Training Academy for Police Recruits; and

WHEREAS, the Parties wish to share resources and facilities for the training and education of Arizona Peace Officers Standards and Training Certified Police Officers, and

WHEREAS, the Parties are authorized to enter into this agreement pursuant to A.R.S. § 11-952 and 41-2632.

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 Community College District, Coconino County, the Arizona Board of Regents for and on behalf of Northern Arizona University, 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 6th day of September, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

IGA

**HIGH COUNTRY TRAINING ACADEMY
INTERGOVERNMENTAL AGREEMENT**

This **INTERGOVERNMENTAL AGREEMENT** ("Agreement") is entered into this 1st day of **September, 2022** by and between **COCONINO COUNTY COMMUNITY COLLEGE DISTRICT**, an Arizona community college district, with offices at 2800 South Lone Tree Road, Flagstaff, Arizona (hereafter "College"), and the **CITY OF FLAGSTAFF** (hereafter "City"), **COCONINO COUNTY** (hereafter "County"), and the **ARIZONA BOARD OF REGENTS** (hereafter "ABOR") for and on behalf of **NORTHERN ARIZONA UNIVERSITY** (hereafter "NAU") (Collectively the "Parties") is to permit the authorized Parties to participate in intergovernmental agreements for cooperative law enforcement training pursuant to Arizona Revised Statutes (hereafter "A.R.S.") §§ 11-952 and 41-2631 et seq. The City, County and NAU may hereinafter be collectively referred to as "Partners."

RECITALS:

- A. College and Partners each desire to engage in training and education of law enforcement agency recruits to certify recruits as peace officers through Arizona Peace Officer Standards and Training Board ("POST") through the operation of the High Country Training Academy; and
- B. Partners wish to use College's facilities and equipment for training, continued and on-going training, and education of Arizona POST Certified Police Officers for the High Country Training Academy; and
- C. Partners are willing to make Arizona POST Certified instructors and appropriately qualified staff available to the College for training and education purposes, subject to the terms and conditions set forth in this Agreement; and
- D. College is willing to make classroom space and equipment available to Partners for training, continued and on-going training, and education purposes, subject to the terms and conditions set forth in this Agreement; and
- E. College and Partners are authorized to enter into Intergovernmental Agreements pursuant to A.R.S. §§ 11-952 and 41-2631 et seq.

NOW, THEREFORE, pursuant to A.R.S. § 11-952, authorizing agreements for joint exercise of authority among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Purpose.

College and Partners desire to enter into an agreement to define duties, responsibilities and obligations of all parties involved in an effort to establish training and education in certifying law enforcement recruits through Arizona POST in the operation of the High Country Training Academy.

2. Financial Provisions.

The Parties to this Agreement have addressed financial terms for 2022-2023 in a cost sharing agreement hereafter, **ADDENDUM 1**. The Parties will continue to address financial terms in a separate instrument each year this Agreement is in effect.

3. Partners Obligations.

Partners agree as follows:

- 3.1. Instructors and Staff. The Partners shall make Arizona POST Certified Instructors and appropriately qualified staff available to the College, for educational and training purposes, subject to the provisions of this Agreement.
- 3.2. Recruit Training Officers (RTOs). Partners agree to provide RTOs as needed to maintain an appropriate RTO to recruit ratio.
- 3.3. Academy Commander. The Partners will appoint an Academy Commander as a point of contact for College and to coordinate the High Country Training Academy.
- 3.4. College's Policies and Procedures. Partners agree to abide by and enforce College's policies and procedures when Partners use College classroom space, facilities, and equipment. Partners shall cooperate with the College in addressing policy and procedure violations by agency recruits participating in the High Country Training Academy. College will review its weapons policy and inform Partners of appropriate use of firearms by recruits.
- 3.5. Tuition and Fees. Partners agree to pay tuition and fees for their recruits participating in the High Country Training Academy.
- 3.6. Insurance. Partners agree to maintain sufficient liability and workers' compensation insurance to cover any injuries sustained by Partner staff or recruits.
- 3.7. Additional Responsibilities. See **ADDENDUM 1** of the 2022-2023 Cost Sharing Agreement.

4. College's Obligations.

College agrees as follows:

- 4.1. Classroom Space on Lone Tree Campus. College shall provide classroom and office space on the College's Lone Tree Road Campus for Arizona POST Certified Training in the High Country Training Academy.
- 4.2. Insurance. College agrees to maintain sufficient liability and workers compensation insurance to cover any injuries sustained by College staff or students.

4.3. Staffing. College agrees to provide adequate staffing to operate the High Country Training Academy.

4.4. Additional Responsibilities. See **ADDENDUM 1** of the 2022-2023 Cost Sharing Agreement.

5. Mutual Obligations of the Parties.

5.1. User Group. The Parties shall maintain a user group, to include the Coconino Community College president (or their designee), the chiefs of the Flagstaff and Northern Arizona University Police Departments (or their designees), and the Coconino County Sheriff (or their designee), that meets regularly to monitor the operations of the High Country Training Academy.

5.2. Certification by AZ POST. The Parties agree to maintain the requirements for certification by the AZ POST Board.

5.3. Cost Sharing. The User Group shall determine the cost of enrolling recruits and the in-kind contributions of each Party annually and shall agree to these costs through an annual addendum signed by a designee of each Party. For 2022-2023, see **ADDENDUM 1**.

5.4. Information Sharing. The Parties agree to share staff and recruit information necessary to support Academy operations and the needs of sponsoring agencies in keeping with FERPA (20 USC §1232g).

5.5. Partner Agency Training. Partner agencies may schedule agency-specific training using the College's High Country Training Academy facilities as mutually agreed upon by the Parties.

5.6. Employees of Parties.

5.6.1. Operations, Supervision, and Employment-Related Expenses. Each Party agrees to be responsible for the conduct of its operations, the performance of obligations under this Agreement, and the actions of its own personnel while performing services under this Agreement. Each Party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation, and disability and other benefits.

5.6.2. Workers' Compensation. The Parties agree that this Agreement does not create or effect an intergovernmental joint operation, co-employment, or employment-employee arrangement. Nonetheless, the Parties further agree to comply with the requirements of Arizona's workers' compensation statute, Arizona Revised Statutes, Title 23, Chapter 6, including the provisions of A.R.S. § 23-1022(D)-(E) regarding intergovernmental agreements and notice to employees.

5.7. Facility Use Only. The Parties agree that this Agreement is limited to the express purposes

and uses set forth in this Agreement and does not imply or establish any joint educational or instructional classes or programs, nor imply or establish any dual enrollment or dual credit classes or programs.

5.8. Risk to Health or Safety. If a Party has reason to suspect that any activities undertaken pursuant to this Agreement present an unreasonable risk to the health or safety of students or is contrary to the Party's mission or operations, that Party may request that a meeting between the Parties be convened within forty-eight (48) hours and promptly confirm the meeting in writing. In such circumstances, the Parties to this Agreement will attempt to reconcile differences within five (5) working days of such meeting. If reconciliation is not achieved within the five (5) day period, this Agreement will automatically terminate.

5.9. Confidential Records. The Parties do not anticipate sharing confidential records of any nature by any Party with the other Parties. Nonetheless, the Parties agree that all student records shall be kept confidential and may be shared only in accordance with the Family Education Rights and Privacy Act (20 U.S.C. §1232(g)) ("FERPA") and regulations adopted pursuant to FERPA, the Individuals with Disabilities Education Act ("IDEA") and regulations adopted thereunder, the applicable portions of the Health Insurance Portability and Accountability Act of 1996 (Pub.L. 104-191) ("HIPAA"), and applicable state laws, College and NAU policies controlling the disclosure of personally identifiable information from a student's education records. Partners acknowledge and agrees that this extends to Partner employees who are also employed by College in an instructional capacity.

5.10. Disposition of Property. The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, any equipment furnished or purchased by College for use in drills, training exercises, or classes shall be retained by College. Upon termination of this Agreement, any equipment furnished or purchased by a Partner Party for use while utilizing College's classroom space and facilities shall be retained by the Party that purchased the equipment.

6. Effective Date and Term.

4.1 Effective Date. This Agreement will become effective for each PARTY after approval by its governing body (the "Effective Date").

4.2 Term. Except as otherwise provided in this Agreement, this Agreement will remain in effect for a period of five (5) years, unless renewed or terminated by action of the PARTIES as noted below.

7. Termination and Renewal.

7.1. Termination. Any Party may terminate this Agreement immediately upon written notice if another Party defaults in any obligation imposed on it under this Agreement and does not cure any such default within twenty (20) days after receipt of written notice from a Party not in default.

7.2. This Agreement may be terminated by any Party without cause upon one hundred eighty (180) days' written notice to the other Parties.

7.3. Renewal. This Agreement may be renewed for two (2) additional five (5) year periods, subject to agreement by the Parties through an addendum signed by the Parties.

8. Conflict of Interest.

The Parties agree that this Agreement may be cancelled for conflict of interest in accordance with A.R.S. §38-511.

9. Compliance with All Laws.

Each Party shall comply with all federal, state, and local laws applicable to its organization, and rules and regulations.

10. Notices.

Unless otherwise specified herein, any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent by certified mail, return receipt requested, postage prepaid, to the address given below for the Party to be notified, or to such other address, notice of which is given in compliance with this section:

If to the City:
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to the College:
Coconino Community College
2800 S. Lone Tree Road
Flagstaff, Arizona 86005

If to the County:
Coconino County
219 East Cherry Avenue
Flagstaff, Arizona 86001

If to NAU:
Northern Arizona University Police
Department
545 E. Pine Knoll Dr., Building
98A, PO Box 5602
Flagstaff, Arizona 86011

With copy to:
NAU Contracts, Purchasing
and Risk Management
545 E. Pine Knoll Dr., Building
98B, PO Box 4124
Flagstaff, AZ 86011

11. Indemnification.

Each Party to this Agreement shall indemnify, defend and hold harmless the other Parties, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties, provided however, nothing herein shall be construed to expand the liability of any Party or its employees beyond the gross negligence/intentional misconduct standard applicable to emergency medical technicians or paramedics providing emergency medical aid as provided for in A.R.S. § 48-818. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

12. Liability Insurance.

Each Party shall bear the risk of its own actions and shall determine for itself an appropriate level of liability insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

13. Severability.

In the event that a court of competent jurisdiction shall hold any part or provision of the Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect, to the extent that the continued enforcement of such remaining terms shall continue to reflect substantially the intent of the Parties hereto.

14. Non-Assignability.

No Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Parties.

15. Non-Appropriation.

This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

16. No Third Party Beneficiaries.

The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties to this Agreement, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

17. Records and Retention Requirements.

The Parties shall retain all records related to this Agreement, and each Party shall have the right to inspect all records of the other Parties pertaining to the Agreement. The Parties shall retain all records related to this Agreement for a minimum of five (5) years following completion of the Agreement. Such records may also be audited by the Auditor General of the State of Arizona. This record retention requirement shall remain in effect five (5) years following expiration of this Agreement.

18. Governing Law.

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order. All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

19. Legal Arizona Workers Act Compliance.

The Parties are required to comply with A.R.S. § 41-4401, and hereby warrant that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. § 41-4401, and with the e-verification requirements of A.R.S. § 23-214(A) (together the "state and federal immigration laws"). The Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.

Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Parties are complying with the warranties regarding compliance with the state and federal immigration laws.

20. Compliance with Non-Discrimination Laws.

Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the

Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information Nondiscrimination Act of 2008.

21. Dispute Resolution.

In the event of a dispute regarding the terms or the interpretation of this Agreement the Parties will consult with each other, in good faith, in an effort to settle the dispute. If the Parties are unable to settle the dispute, the Parties pay terminate this Agreement. As required by A.R.S. § 12-1518, the Parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to A.R.S. § 12-133.

22. Amendments.

This Agreement cannot be modified or changed except by a written instrument executed by authorized representatives of all Parties.

23. Counterparts.

This Agreement may be executed in several counterparts by authorized representatives of all Parties, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

**ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF
NORTHERN ARIZONA UNIVERSITY**

Name: Dr. José Luis Cruz Rivera
Title: President
Date: _____

REPRESENTING NORTHERN ARIZONA UNIVERSITY
The undersigned counsel for Northern Arizona University has reviewed the Agreement and determined that the Agreement is in proper form.
Signature: _____
Name: _____
Title: _____
Date: _____

CITY OF FLAGSTAFF

Name: Paul Deasy
Title: Mayor
Date: _____

REPRESENTING CITY OF FLAGSTAFF:
The undersigned counsel for the City of Flagstaff has reviewed the Agreement and determined that the Agreement is in proper form.
Signature: _____
Name: _____
Title: _____
Date: _____

COCONINO COUNTY

Attest:

Patrice Horstman
Chairman, Board of Supervisors
Date:_____

Lindsay Daley
Clerk of the Board
Date:_____

REPRESENTING COCONINO COUNTY:

This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Coconino County Board of Supervisors.

Signature:_____
Name:_____
Title:_____
Date:_____

COCONINO COMMUNITY COLLEGE

Name: Dr. Christal Albrecht
Title: Interim President
Date:_____

REPRESENTING COCONINO COUNTY COMMUNITY COLLEGE DISTRICT:

The undersigned counsel for the Coconino County Community College District has reviewed the Agreement and determined that the Agreement is in proper form.

Signature:_____
Name:_____
Title:_____
Date:_____



ADDENDUM 1

HIGH COUNTRY TRAINING ACADEMY
2022-23 COST SHARING AGREEMENT
Effective October 1, 2022

This ADDENDUM 1, to the High Country Training Academy Intergovernmental Agreement, dated the **1st day of September, 2022**, is made and entered into by and between **COCONINO COUNTY COMMUNITY COLLEGE DISTRICT** ("College"), the **CITY OF FLAGSTAFF** ("City"), **COCONINO COUNTY** ("County"), and the **ARIZONA BOARD OF REGENTS** ("ABOR") for and on behalf of **NORTHERN ARIZONA UNIVERSITY** ("NAU"), all of whom are public agencies of the state of Arizona (collectively "Parties") as defined in Arizona Revised Statutes ("A.R.S.") §11-951;

I. COCONINO COMMUNITY COLLEGE RESPONSIBILITIES

Coconino Community College agrees to provide the following:

A. Facilities:

1. Two classrooms at the Lone Tree Campus, one for recruit instruction and the other for defensive tactics training.
2. Outdoor space for drill and inspection at the Lone Tree Campus.
3. A Peace Officer Physical Aptitude Test ("POPAT") practice course at the Lone Tree Campus.
4. Parking permits free of charge to the instructors and other staff of the High Country Training Academy ("HCTA").
5. Annual parking permits for recruits at a cost of \$60 per permit.

B. Staffing:

1. The College will reimburse Flagstaff Police Department for the wages and benefits corresponding to the time spent by the Class Sergeant on activities related to HCTA.
2. The College will provide a full-time administrative assistant dedicated to HCTA.

C. Professional Services:

1. Cost of access to Northern Arizona Shooting Range.

D. Supplies:

1. Staff Clothing (logo wear for instructors).
2. Books (ARS manual for each recruit).
3. Office Supplies.
4. Targets for firing range.
5. Defensive Tactics training supplies (sanitizing supplies, tape, etc.).
6. Physical training supplies (first aid kits, etc.).
7. Driver training supplies (signs, course markings, etc.).
8. Meals for recruits and staff during off-site training (firearms, driving skills, etc.).

E. Travel:

1. Instructor food and lodging for driving skills training.
2. Travel and professional development for Class Sergeant and Administrative Assistant.

F. Billing/Invoicing:

1. The College will invoice agencies enrolling recruits in HCTA.

G. Indirect Costs:

1. The College will provide facilities, security, Information Technology, and instructional support, and other staff as needed to support HCTA at the same level as other College departments and programs.
2. The College will cover all other indirect costs needed to maintain the facilities and services that support HCTA at the same level as other College departments and programs.

II. LAW ENFORCEMENT AGENCY RESPONSIBILITIES

Partner law enforcement agencies (including Flagstaff Police Department (“PD”), Coconino County Sheriff’s Office, and Northern Arizona University Police Department (“PD”)) (collectively, as “LEA”) will provide the following:

- A. Flagstaff PD will provide the HCTA Commander for the 2022-23 period.
- B. Flagstaff PD will provide the Class Sergeant for the 2022-23 period (reimbursed by the College as described above).
- C. Flagstaff PD and the Coconino County Sheriff’s Office will provide one Recruit Training Officer (“RTO”) each. Additional RTOs, if needed, will be provided by the partner agencies and/or other agencies enrolling recruits in HCTA.
- D. Qualified instructors as arranged by the Commander and Class Sergeant and approved by AZ Peace Officer Standards and Training Board (“POST”).
- E. Flagstaff PD will provide access to its physical training facility as needed.
- F. In the event that the College’s instructional facilities are unavailable, Flagstaff PD will provide access to its training room.
- G. Northern Arizona University will provide access to its facilities on a contingency basis as arranged by CCC and NAU administration.
- H. Partner agencies will assist with transporting recruits to remote training locations as needed in accordance with agencies’ policies and procedures.

III. COMPENSATION

- A. Law enforcement agencies enrolling recruits in HCTA agree to pay the College **\$3,912.00 per recruit** within thirty (30) days of being invoiced by College.
- B. Each LEA enrolling recruits agrees to provide the following for each recruit:
 1. All agency-provided uniforms and equipment issued to sworn officers in accordance with the policies, procedures, and timelines of the sponsoring agency.
 2. Ammunition needed for each recruit sponsored by the agency to use during firearm training.
 3. Housing and meals as needed for recruits participating in the Academy, who do not live within community distance to Coconino Community College (with the exception of lunches during scheduled firearms and driving training).

IV. TERMS

The Terms of this Amendment shall be effective October 1, 2022 through September 30, 2023, to include the first two classes of the HCTA that will be held during this period. Said terms above that do not modify the original Agreement will remain in full force and effect.

V. AUTHORITY

Each Party to this Amendment warrants that the person signing below is authorized to sign on behalf of and to obligate said Party to the above terms and conditions.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year written above.

SIGNATURES:

Coconino Community College President or Designee

Date

Flagstaff Chief of Police or Designee

Date

Northern Arizona University Chief of Police or Designee

Date

Arizona Board of Regents for and on behalf of Northern
Arizona University, Authorized Signatory

Date

COCONINO COUNTY:

Patrice Horstman, Chair
Board of Supervisors

Attest:

Approved As To Form (A.R.S. 11-952(D)):

Lindsay Daley,
Clerk of the Board

Deputy County Attorney

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jeanie Gallagher, Human Resources Director
Co-Submitter: Jessica Vigorito
Date: 08/29/2022
Meeting Date: 09/06/2022



TITLE:

Consideration and Adoption of Resolution No. 2022-43 and Ordinance No. 2022-23: A resolution declaring as a public record that a certain document to be filed with the City Clerk and entitled “*Addendum 31 to the Employee Handbook of Regulations*” and an ordinance amending the Flagstaff City Code Chapter 1-14, Personnel System, and the Employee Handbook of Regulations by adopting by reference that certain document entitled “*Addendum 31 to the Employee Handbook of Regulations*” to align with classification, compensation and performance management changes.

STAFF RECOMMENDED ACTION:

At the September 6, 2022 Council Meeting:

- 1) Read Resolution No. 2022-43 by title only
- 2) City Clerk reads Resolution No. 2022-43 by title only (if approved above)
- 3) Read Ordinance No. 2022-23 by title only for the first time
- 4) City Clerk reads Ordinance No. 2022-23 by title only (if approved above)

At the September 20, 2022 Council Meeting:

- 5) Adopt Resolution No. 2022-43
- 6) Read Ordinance No. 2022-23 by title only for the final time
- 7) City Clerk reads Ordinance No. 2022-23 by title only (if approved above)
- 8) Adopt Ordinance No. 2022-23

Executive Summary:

This ordinance provides a comprehensive update to the identified sections of the Employee Handbook of Regulations with respect to Classification, Compensation and Performance Management.

In FY 2020 the City of Flagstaff contracted with Evergreen Solutions, LLC to conduct a comprehensive analysis of the City’s compensation program. This analysis was completed in the spring of 2021 and changes to the City’s compensation structures were included in the budget process and implemented in FY 2022. These included replacing the pay plan structure, adjusting the pay ranges to market-based ranges, establishing a budgeted merit fund, and implementing compression adjustments. During this same time period the City transitioned to the Neo Gov PERFORM platform for performance management and modified the performance evaluation criteria.

With the compensation program foundation in place, the approved budget for FY 2023 includes budgeted merit, additional compression adjustments, and a market-adjustment budget to ensure the City regularly assess the market and adjust positions within the pay structure as identified.



COMPENSATION ORDINANCES

Flagstaff City Council
September 6, 2022

Jeanie Gallagher, Contract Human Resource Executive
Jessica Vigorito, Human Resources Analyst



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HISTORY

- FY 2021 – Evergreen Compensation Study and implement Neo Gov PERFORM Feb 2021
- FY 2022 – Implement Pay Structure, Market-based Pay Ranges, Compression Adjustments, Budgeted Merit Pool
- FY 2023 – Additional Compression Adjustments, Market Adjustment Program, Continue Merit Pool
- FY 2023 – Adopt the updated policies
- FY 2024 – Pay for Performance



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UPDATES IN GENERAL

- Gender-neutral pronouns
- Reduce duplication of information
- Grammar
- Eliminate unnecessary procedure language and reference to forms that quickly becomes dated
- Consistent and current terminology
- Align with adopted compensation and performance management programs
- Regulatory updates



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REGULATORY EXAMPLES

- ACA/ASRS Benefit eligibility for part time
- ACA/ASRS and Temporary Employees
- Fire to 106-hour/14-day work period
- Fair Labor Standards Regular Hourly Rate
- Overtime pay



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COMPENSATION PROGRAM ALIGNMENT

- Reference to consistent Salary Calculation Method
- Market Analysis/Benchmarks
- Internal Hierarchy
- Eliminate Rezone language (Broadband)
- Add Step Plan language



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CONSISTENCY

- Pay changes effective 1st day of a pay period.
- New Classification Date
 - Promotion
 - Voluntary Reassignment
 - Reclassification
 - Transfer
- Market Adjustment vs. Reclassification
- Acting Pay vs. Temporary Promotion
- Voluntary Reassignment vs. Demotion
- Compensatory time maximums and payouts



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SALARY CALCULATION METHOD – REGULAR PAY PLAN

- Same for new hires, promotions, rehires, reclassified employees.
- Credit prior relatable work experience, education, certifications and credentials above the minimum requirements.
- Collaborative process between HR and hiring Division.
- Offers above range midpoint require Finance approval.
- Offers above salary calculation require internal impact analysis and City Manager approval.
- Pro-rated merits (budgeted merit) included where the classification date is reset.



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PERFORMANCE EVALUATION

- Aligned with Neo Gov PERFORM.
- Probation for most classified employees is 6 months.
- Probation for Courts, Fire and Police is 1 year.
- Organizational competencies, job specific competencies, goals, professional development.
- Positioned to support pay for performance.



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REHIRE ENHANCEMENT

- Increase rehire enhancement from 30 days to 12 months.
- New Classification date = Original hire date + number of days gap in service.
- No loss in pay when returning to same or equal level position.
- Assignment to prior vacation tier.
- Restore lost sick leave (minus payouts).
- Access to benefits as soon as allowed by plan documents.



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Recruitment and Retention

- Consistent rules – employees can trust the compensation program.
- Standardized pay plan structures.
- Standardized salary calculation methodology.
- Maintaining compa ratios in assigned range.
- New hires don't benefit more than current staff.
- Budgeted merit and moving to pay for performance.
- Expand rehire enticement from 30 days to 12 months.



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QUESTIONS



TEAM FLAGSTAFF

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RESOLUTION NO. 2022-43

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “ADDENDUM 31 TO THE EMPLOYEE HANDBOOK OF REGULATIONS” AND PROVIDING FOR AN EFFECTIVE DATE

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.

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 “*Addendum 31 to the Employee Handbook of Regulations*” attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy maintained in compliance with A.R.S. § 44-7041 shall remain on file with the City Clerk and kept available for public use and inspection.

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 20th day of September, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

Addendum 31 to the Employee Handbook of Regulations

City of Flagstaff Employee Handbook of Regulations
Revised ~~01/10/19~~10/20/22

ARTICLE 1-10. GENERAL PROVISIONS

1-10-010. GENERAL DISCLAIMER

The rules, policies, and procedures set forth in this Ordinance shall not constitute an employee contract

The programs and policies described in this Ordinance shall be those in effect at the time of printing. The City of Flagstaff (“City”) reserves the right to improve, eliminate, or change any program or benefit described herein whenever it is practical or appropriate. The provisions of this Ordinance may be formally modified, amended, or repealed at any time, and no person shall be deemed to have acquired any vested interest in any position based on prior policies or procedures that are hereby superseded by amendment and/or modification.

In the event that the actual application of the City’s policies, practices, procedures, or benefit plans appears to differ from statements or information contained herein, the correct application thereof shall be finally determined by the Flagstaff City Manager or designee.

B. INTRODUCTION

To ensure that policy interpretations are consistent, the City’s Human Resources Director or designee shall be responsible for interpreting policy application and intent. The Human Resources Director’s interpretations shall be applicable to all City employment situations. All references to “Human Resources Director” shall include that person’s designee.

Nothing in this Ordinance shall constitute a contract, either express or implied, between the City Council and the City employees, for either employment or for any benefit. All policies herein are subject to change through the continuing approval, revision, amendment or modification process of the City Council.

The City Council may alter, eliminate, or add to any of the provisions of this Ordinance through the formal amendment process at any time and for any lawful reason, and such alterations, eliminations, or additions shall apply to all City employment situations from the time of their inception.

C. PURPOSE

The general purpose of this Ordinance is to establish a system of personnel administration. This system shall provide means to recruit, select, develop, and maintain an effective and responsive work force and shall include policies and procedures for employee hiring and advancement, training and career development, job classification,

ADDENDUM 31 EMPLOYEE HANDBOOK OF REGULATIONS

salary administration, retirement, fringe benefits, leaves, discipline, discharge, and other related activities.

D. ADMINISTRATION OF THE RULES

The responsibility for the administration of these Rules and Regulations rests with the City Manager, SENIOR DEPUTY CITY MANAGER AND the Deputy City Manager, and the Human Resources Director. ~~In order to~~TO establish uniform administration of these policies, the Human Resources Director, after consulting with the City Manager, may publish a comprehensive administrative manual which serves as the official communication for implementing policy; establishing procedures; and issuing regulations, orders and announcements.

E. SEVERABILITY

Should any article, paragraph, sentence, clause or phrase of this Ordinance or the application of same to a particular set of persons or circumstances be declared unconstitutional or invalid for any reason, the remainder of such Ordinance shall not be affected thereby, it being the intent that the provisions of this Ordinance are severable.

1-10-010.01. GENERAL DEFINITIONS (~~RENUMBERED~~)

General Definitions apply to the entire Employee Handbook of Regulations; however, if there is a conflicting specific definition found within a section, then the specific definition will apply to that section.

“Benefit Eligible Employees” are employees who are ~~tenure~~-eligible FOR CERTAIN BENEFITS, tenure granted and Exempt employee who works twenty (20) hours or more per week. — BASED ON CITY BENEFIT PLAN DOCUMENTS AS WELL AS REQUIRED BY STATE, FEDERAL OR LOCAL REGULATION.

“CALL-OUT” IS THE PERIOD OF TIME WHEN AN EMPLOYEE IS CALLED OUT TO PERFORM UNSCHEDULED WORK WHILE ON-CALL.

“CALL-OUT COMPENSATION” IS PAID AT ONE AND ONE HALF (1 ½) TIMES THE EMPLOYEE’S REGULAR HOURLY RATE WHEN AN EMPLOYEE IS CALLED OUT TO PERFORM UNSCHEDULED WORK WHILE ON CALL.

“CALL-OUT COMPENSATORY TIME” IS PAID WHEN AN EMPLOYEE IS CALLED OUT TO PERFORM UNSCHEDULED WORK WHILE ON CALL IN LIEU OF “CALL-OUT COMPENSATION”.

“Classified Employees” shall have the same meaning as Non-Exempt employees, AND WHO IS PAID WAGES SUBJECT TO THE OVERTIME PAY REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT.

“Commissioned” means the employee is an active member of the Public Safety Retirement System ~~and the City Police or Fire Department.~~

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“Date of hire” means the date when employment with the City commences.

“Domestic Partner” shall mean a person registered as a domestic partner under the laws of any state or political subdivision, including Flagstaff City Code, Chapter 14-01 (Domestic Partner Registry) for purposes related to leave policies.

“Earned Paid Sick Time” shall mean time that is compensated at the same hourly rate and with the same benefits, including health care benefits, as the employee ~~normally~~ earns during hours worked and is provided by City to the employee for the purposes described in A.R.S. § 23-373 and incorporated in this Handbook. Earned Paid Sick Time may be referred to as “accrued sick leave”, “paid sick leave”, or “unused sick leave” in some places in the Handbook.

“Emergency Service Employees” shall MEAN be a non-exempt employee who holds a position ~~in Fire, Police, Streets, Fleet Services, Airport, Water Reclamation and Water Plants, Water Distribution and Wastewater Collection, Industrial Pre Treatment, Parks, Facilities Maintenance, Building Inspection, or other positions~~ designated by the Division Director and approved by the ~~Deputy City Manager~~ CITY MANAGER’S OFFICE OR DESIGNEE.

~~“Exempt Employees” are employees who are exempt from the overtime pay requirements of the Fair Labor Standards Act (FLSA).~~

“Family Member” shall have the same meaning as set forth in A.R.S. § 23-371.H ~~and means:~~

- ~~1. — Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a Domestic Partner, a child to whom the employee stands in Loco Parentis, or an individual to whom the employee stood in Loco Parentis when the individual was a minor;~~
- ~~2. — A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee’s spouse or Domestic Partner or a person who stood in Loco Parentis when the employee or employee’s spouse or Domestic Partner was a minor child;~~
- ~~3. — A person to whom the employee is legally married under the laws of any state, or a Domestic Partner of an employee as registered under the laws of any state or political subdivision;~~
- ~~4. — A grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee’s spouse or Domestic Partner; or~~
- ~~5. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.~~

“Fire Suppression Employees” are Commissioned, ~~Non-Exempt~~ CLASSIFIED employees who engage in fire protection activities as defined by the Fair Labor Standards

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Act 29 U.S.C. § 203(y) and who ARE PAID FLSA-REQUIRED OVERTIME ON A 14-DAY WORK PERIOD BASIS (SEE ESTABLISH WORK PERIOD DIRECTIVE 2020-1). ~~work over ninety-one (91) hours in a twelve (12) day work period.~~

“Full-Time” REFERS TO AN EMPLOYEE THAT is ~~considered~~ SCHEDULED forty (40) hours per week.

“Hours Worked” GENERALLY INCLUDES ALL ~~is time when~~ an employee MUST BE ON DUTY, OR is necessarily required to be on the employer’s premises, ~~on duty~~ or at ANY OTHER ~~a~~ PRESCRIBED PLACE OF WORK ~~prescribed work place per the Fair Labor Standards Act Fact Sheet #22.~~ HOURS WORKED ALSO INCLUDES ANY ADDITIONAL TIME THE EMPLOYEE IS ALLOWED (I.E., SUFFERED OR PERMITTED) TO WORK.

“Injury, Illness, or Medical Care” shall mean a physical illness, injury or health condition; the need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or a need for preventive medical care.

“In Loco Parentis” is defined as a person who helped raise and had day-to-day responsibilities to care for and financially support the employee as a child, assuming the role of a parent.

“Intermittent Leave” is leave THAT IS TAKEN in separate blocks of time FOR A SINGLE QUALIFYING REASON.

“Key Employee” ~~is defined as a salaried, Benefit Eligible Employee who is among the highest paid ten (10) percent of all the employees working for the employer within seventy five (75) miles of the employee’s worksite~~ SHALL HAVE THE SAME MEANING AS PRESCRIBED BY 29 C.F.R. § 825.217 (AS AMENDED).

“Light Duty” means an employee is able to perform restricted duties and/or WORK A RESTRICTED schedule per the employee’s treating physician. ~~Light duty may include telecommuting or other types of alternate work schedules per policy 1-20-053.~~

~~“Non-Exempt Employees” are employees who are paid wages subject to the overtime pay requirements of the Fair Labor Standards Act.~~

“Part-Time” REFERS TO AN EMPLOYEE THAT IS SCHEDULED ~~is considered~~ twenty (20) hours to thirty-nine (39) hours per week.

“Reduced Scheduled” is a reduced number of hours in the employee’s usual weekly or daily work schedule.

“Regular Hourly Rate” ~~is the employee’s total straight time earnings divided by the number of hours worked~~ IS DETERMINED BY DIVIDING THE EMPLOYEE’S TOTAL PAY FOR EMPLOYMENT (EXCEPT STATUTORY EXCLUSIONS) IN ANY WORKWEEK BY THE TOTAL NUMBER OF HOURS ACTUALLY WORKED BY

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THE EMPLOYEE IN THAT WORKWEEK FOR WHICH SUCH COMPENSATION WAS PAID.

“Shift Employees” are employees assigned to a position which is staffed at least six (6) days a week, or twenty-four (24) hours a day, and is assigned a designated work schedule that can be either rotating or permanently assigned.

“Temporary Employees” are employees hired by the City ~~for a temporary period and~~ who work less than 20 hours per week. ~~Temporary Employees are not classified as Benefit Eligible Employees~~

“Tenured Employees” are ~~Non-Exempt~~CLASSIFIED employees who have completed their probationary period.

“Unclassified Employees” shall have the same meaning as Exempt employees.

“WAITING” MEANS AN EMPLOYEE IS ENGAGED TO WAIT WHEN REQUIRED TO REMAIN ON CITY PREMISES OR A PRESCRIBED WORKPLACE. TIME SPENT WHILE ENGAGED TO WAIT IS HOURS WORKED UNDER THE FLSA.

“Work Week” shall begin on Sunday morning at 12:01 a.m. and end the following Saturday at midnight for all employees.

“Working Day” shall be considered equal to 0.38461 percent of the number of working or duty hours in the established work year for each employee (i.e. $2080 \times 0.38461\% = 7.99$ or 8 and $2912 \times 0.38461\% = 11.19$ or 11.2).

(Ord. No. 2013-09, Amended 05/07/13); (Ord. No. 2017-12, Amended 07/01/17); (Ord. No. 2018-18, Amended 06/15/18); (Ord. No. 2018-26, Amended 09/20/18); (Ord. No. 2018-35, Amended 11/06/18); (Ord. No. 2019-10, Amended 07/02/19); ORD NO. 2022-??, AMENDED 10/20/22

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1-10-030. EMPLOYMENT CATEGORIES

A. APPOINTED POSITIONS

The following City offices will be appointed by City Council in accordance with the City Charter:

- A. 1. City Attorney
- B. 2. City Magistrate(s)
- C. 3. City Manager

~~The following City offices will be appointed by the Flagstaff Metropolitan Planning Organization (FMPO) Executive Board in accordance with the Intergovernmental Agreement:~~

- ~~1. FMPO Executive Director~~

B. UNCLASSIFIED SERVICE

- 1. Unclassified service positions are created to provide a responsive ~~management~~ MANAGERIAL AND PROFESSIONAL team to carry out the goals and policies of the City of Flagstaff. The unclassified service is ~~made up~~ COMPRISED of EXECUTIVE, ADMINISTRATIVE, COMPUTER, AND PROFESSIONAL POSITIONS THAT ARE EXEMPT FROM OVERTIME, AS DETERMINED BY THE PROVISIONS OF THE FAIR LABOR STANDARDS ACT (FLSA). ~~administrative/professional and some technical employees, otherwise known as exempt. These are executive, administrative, or professional positions which are from overtime as determined by the provisions of the Fair Labor Standards Act (FLSA). The Deputy City Manager, all Department and Division Heads, certain supervisory, technical, and professional positions fall under this category. Employees under this classification do not serve a probationary period.~~
- 2. ~~Exempt~~ UNCLASSIFIED employees shall be entitled to all regular benefits and leaves, unless stipulated in a specific Article or Section.
- 3. The grievance procedure and right of appeal to the Personnel Board shall not apply to ~~exempt~~ UNCLASSIFIED personnel ~~as cited in this Section.~~

C. CLASSIFIED SERVICE

- 1. The objective of the classified service is to facilitate efficient and economical services to the public. "Classified staff" describes positions which are eligible for overtime compensation under the provisions of the Fair Labor Standards Act (FLSA) and are considered non-EXEMPT

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under the FLSA. These positions are typically clerical, technical, administrative/professional support, skilled craft, or service/maintenance in nature. Some positions may include supervisory responsibilities or may involve varying degrees of independent judgment and discretion. These positions may be full or part time.

- ~~2. The following principles will apply to classified staff:~~
 - ~~a. Employment by the City shall be based upon merit and fitness, free of personal and political consideration.~~
 - ~~b. Appointments, promotions, and other actions shall be based on systematic examinations and/or evaluation and any other information concerning work performance.~~
 - ~~c. Positions having similar duties and responsibilities shall be classified and compensated on a uniform basis.~~
 - ~~d. In general, all classified employees shall be assigned a salary range in the compensation schedule.~~
 - ~~e. Continuation of employment for employees shall be subject to good behavior, satisfactory work performance, necessity for the performance of work, and the availability of funds.~~
23. Upon satisfactory completion of their probationary period, eClassified employees are considered tenured.
3. Classified employees who have completed their probationary period, shall have appeal rights to the Personnel Board if dismissed, demoted, or suspended WITHOUT PAY for ten (10) working days or more.

D. TEMPORARY SERVICE

1. Temporary employees may work ~~part time~~ for an entire fiscal year at fewer than twenty (20) hours per week; or may work ~~full time~~ twenty (20) hours or more per week for up to nineteen (19) weeks in a fiscal year and then may work the remainder of the year at fewer than twenty (20) hours per week. Under this schedule temporary employees are not required to contribute to the Arizona State Retirement System.
2. Temporary employees ~~may also work~~ WORKING TWENTY (20) or more hours per week IN EXCESS OF NINETEEN (19) WEEKS IN A FISCAL YEAR ~~for up to 26 weeks in a fiscal year and an additional 45 days intermittently. Under this schedule they~~ are required to contribute to the Arizona State Retirement System THROUGH THE END OF THAT FISCAL YEAR.

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3. ~~If a temporary employee works 27 weeks or more at 20 hours or more per week (whether consecutive or not), they become~~THE LOOK-BACK METHODOLOGY IS UTILIZED TO DETERMINE IF A TEMPORARY EMPLOYEE BECOMES benefit eligible FOR MEDICAL INSURANCE.
4. Temporary employees may be dismissed at any time, without cause, without notice, and without a statement of reasons. TEMPORARY EMPLOYEES DO NOT HAVE ~~or~~ access to the Personnel Board. HHHowever, temporary employees shall have the right to file formal grievances under the Grievance Procedure (Article 1-~~90~~10-022).
5. ~~For those temporary employees who are assigned to work twenty (20) or more hours per week for a continuous period of one (1) year or more (i.e., grant personnel or military replacements) are eligible for employee benefits, however, they do not have access to the Personnel Board.~~

~~E.~~ EMPLOYMENT STATUS

1. ~~Tenured Employees: Tenured employees are those who are in the Classified Service and who are assigned to work twenty (20) or more hours per week, occupy budgeted positions, and who are not serving a probationary period. (All City positions, some grant funded positions, are budgeted on a fiscal year basis.) Employees in this category are entitled to City defined employee benefits. Employees in this category have the right to appeal to the Personnel Board as indicated in Article 1-10 and the right to the Grievance Procedure in Article 1-90.~~
2. ~~Probationary Employees: Probationary employees are those who have been hired as classified employees and have been employed for fewer than six (6) months or fewer than twelve (12) months for Public Safety and/or who are serving a subsequent probationary period in accordance with an extension of an initial probation. Time served while on temporary status does not count toward completion of probationary status time requirements. An employee who is completing his/her probationary period may be dismissed at any time and for any cause and does not have access to the Personnel Board. However, he/she may petition for review by the City Manager within five (5) calendar days from receipt of the notice of dismissal.~~

~~Employees who are completing an administrative review due to a promotion shall have access to the Personnel Board as outlined in Article 1-10-040.~~

3. ~~Exempt Employees: Exempt employees are those who are employed in an administrative, technical, or professional position or any other FLSA category (Unclassified Service). The grievance procedure and right of appeal to the Personnel Board do not apply to this group of employees.~~

~~(Ord. No. 2018-36, Amended, 11/06/18)~~

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1-10-050. POSITION CLASSIFICATION PLAN

A. The Human Resources Director shall be responsible for the classification of all positions ~~on the basis of the kind~~ BASED ON THE SCOPE and level of the duties and responsibilities of the positions, to the end that all positions in the same class shall be sufficiently alike to permit use of a single descriptive title, the same qualification requirements, the same method of evaluation for competence, and the same ~~salary~~ PAY range. WORKING TITLES MAY BE USED TO FURTHER DESCRIBE THE SPECIFICS OF A POSITION THAT IS USED IN MULTIPLE AREAS.

~~1. A job class may contain one or more positions.~~

~~21.~~ Classification of all positions MAY INCLUDE A MARKET ANALYSIS AS WELL AS AN INTERNAL ORGANIZATIONAL HIERARCHY REVIEW WITH FINAL ~~shall require a study and~~ recommendation by the Human Resources Director and approval of the City Manager OR DESIGNEE.

B. The classification plan of all positions shall provide class titles, descriptions of duties and responsibilities, qualifications, and other requirements as deemed necessary by the Human Resources Director. The plan shall be amended as the duties, responsibilities, and employment conditions change. The plan shall be audited as required for changes which may have occurred.

1. The Human Resources Division shall maintain ~~copies~~ RECORDS of current specifications for all classes of employment.

2. The specifications shall include title,; ADMINISTRATIVE DUTIES; examples of work performed,; MINIMUM REQUIREMENTS, ~~distinguishing features of work;~~ required knowledge, skills, and abilities,; desirable experience and training,; PHYSICAL REQUIREMENTS AND WORKING CONDITIONS, and for classes requiring special licensing or requirements, a statement of such shall be included.

3. The class specifications are descriptive only and are not to be restrictive in nature. They are intended to DETERMINE THEIR ASSIGNMENT TO THE RESPECTIVE CLASSES ~~indicate the kinds of positions that should be allocated to the respective classes~~ as determined by their duties, responsibilities, and qualification requirements.

a. In assigning a position to a class, consideration shall be given to the general duties, tasks, responsibilities, and desirable qualifications, along with the relationship the position has to other classes.

b. It is not intended that a class specification give a complete array of all the specific duties, tasks, and responsibilities, but rather to give

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a general picture of the essential characteristics AND FUNCTIONS of the ~~class~~ POSITION with sufficient ~~allocating~~ factors described to properly identify the class.

- c. The use of a particular expression or illustration as to duties, qualifications, or other attributes shall not be held to exclude others not mentioned, if such others are similar in kind and degree. The appropriate supervisor, as circumstances require, may assign different tasks to a position when such duties are similar in kind and rank with those specified in the class of the position. In essence, the phrase “~~and to do related work as required~~ OTHER DUTIES AS ASSIGNED” is described in the paragraphs above.
- d. Employees may be required to perform other duties during CRITICAL OR emergency situations.

C. A position may be reclassified ~~on the basis of~~ DUE TO A change in or reassignment of the duties and responsibilities and/or qualification requirements of the position.

- 1. The Human Resources Director shall be responsible for such reclassifications as found necessary, based upon ~~a study~~ AN ANALYSIS of duties, responsibilities, and REQUIRED MINIMUM qualifications.
- 2. ALL RECLASSIFICATIONS ARE SUBJECT TO APPROVAL BY THE FINANCE DIVISION (BUDGET AVAILABILITY) AND THE CITY MANAGER OR DESIGNEE.
- ~~3. A reclassification shall become effective upon approval by the City Manager on a Personnel Action Form.~~
- ~~3. Incumbents may or may not be reclassified with their positions, based upon the findings and recommendations of the Human Resources Director and the approval of the City Manager.~~

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ARTICLE 1-20. COMPENSATION

1-20-010. PAY PLAN STRUCTURE

- A. The Human Resources Director, under the direction of the City Manager, shall prepare a pay plan STRUCTURE covering all classes of positions in the ~~classified service~~CITY EXCEPT FOR THOSE POSITIONS APPOINTED BY THE CITY COUNCIL. In arriving at salary rates or ranges, consideration may be given to prevailing rates of pay (MARKET ANALYSIS), and consideration of working conditions for comparable work in other BENCHMARK ORGANIZATIONS, public and in private employment, current cost of living, ~~suggestions by Department Heads~~, the City's financial condition and policies, and other relevant factors.
- B. The City Manager, Human Resources Director, or the person or agency employed for that purpose shall make such further studies of the pay plan as is necessary in their judgment or requested by the City Council.
- C. The Human Resources Director shall be responsible for recommending wage, rates, and salary ranges; hours and working conditions; and additional benefits for each job class in the City ~~service~~.
- D. Each job class in the ~~classified service~~CITY shall be assigned to a salary range in the uniform plan to reflect the similarities and differences in levels of duties and responsibilities. ~~The wages, hours, and other terms and conditions of employment shall be related to similar conditions in the appropriate labor market.~~
- ~~1. Such assignment to a salary range for classified employees shall be made by the City Council.~~
 - ~~2. The pay plan may be amended by the City Council from time to time, if circumstances require, either through adjustment of rates or by reassignment of job classes to different pay ranges.~~

1-20-020. APPROPRIATE SALARY

ALL APPROVED PAY CHANGES SHALL BE EFFECTIVE ON THE FIRST DAY OF A PAY PERIOD.

A. MERIT INCREASE

1. A. Tenure~~TENURED CLASSIFIED, tenure eligible~~ and ~~exempt UNCLASSIFIED~~ employees IN THE REGULAR PAY PLAN shall be eligible for consideration for merit pay increases as determined by the City's ~~pay plan~~COMPENSATION AND PERFORMANCE EVALUATION PLANS NOT TO EXCEED THE MAXIMUM OF THE PAY RANGE.

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2. EMPLOYEES ASSIGNED TO THE CITY'S STEP PAY PLANS SHALL RECEIVE A MERIT INCREASE TO THE NEXT ELIGIBLE STEP IN THE PLAN BASED ON THEIR POSITION CLASSIFICATION, NOT TO EXCEED THE MAXIMUM STEP IN THE PAY RANGE, UNLESS OTHERWISE DETERMINED IN THE BUDGET PROCESS.
3. A COMPLETED PERFORMANCE EVALUATION MUST SUPPORT EACH MERIT INCREASE RECOMMENDATION.
4. MERIT PAY (INCLUDING STEP PLAN) INCREASES SHALL BE EFFECTIVE ON THE FIRST DAY OF THE PAY PERIOD IN WHICH THE EMPLOYEE'S CLASSIFICATION DATE OCCURS.
5. THE MERIT BUDGET SHALL BE DETERMINED AND APPROVED ANNUALLY IN THE BUDGET PROCESS.
6. SALARY INCREASES FOR COUNCIL-APPOINTED POSITIONS SHALL BE AT THE DISCRETION OF THE COUNCIL WHO MAY SEEK RECOMMENDATIONS FROM THE HUMAN RESOURCES DIRECTOR.

B. SALARY CONSIDERATION

1. REGULAR PAY PLAN

- A. A newly hired, promoted, rehired, or reclassified employee ~~may~~ WILL be compensated between the minimum and ~~twelve (12)~~ percent above the minimum (i.e. ~~minimum of the salary range x 1.12~~) of the salary. THE MIDPOINT OF THE SALARY range. HUMAN RESOURCES SHALL UTILIZE A CONSISTENT METHOD TO CALCULATE CREDIT FOR PRIOR RELATABLE WORK EXPERIENCE, EDUCATION, AND OTHER RELATED CERTIFICATIONS OR CREDENTIALS. HUMAN RESOURCES SHALL COLLABORATE WITH THE HIRING MANAGER WHEN ASSESSING THE RELATABILITY OF ALL DOCUMENTED INFORMATION. of the job class based on economic conditions, unusual employment conditions, or exceptional qualifications when a higher hiring rate may be in the City's best interest. SALARY OFFERS ABOVE THE MIDPOINT MAY BE AUTHORIZED FOR EXCEPTIONAL QUALIFICATIONS WHEN SUPPORTED BY THE SALARY CALCULATION METHODOLOGY AND SUPPORTED BY AVAILABLE BUDGET CAPACITY. -The City Manager may authorize hiring above THE RATE DETERMINED BY THE SALARY CALCULATION METHODOLOGY. AN INTERNAL EQUITY ANALYSIS WILL

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~~BE UTILIZED TO ASSESS PAY EQUITY. twelve percent above the minimum based on such factors and on a recommendation by the Human Resources Director and appropriate Division Director. In no case should~~ WILL the salary be above the maximum of the assigned PAY range.

2. STEP PAY PLAN

~~A. C-~~ A newly hired, promoted, or rehired, OR RECLASSIFIED EMPLOYEE WILL BE COMPENSATED IN A CONSISTENT MANNER IN ACCORDANCE WITH THE ESTABLISHED PROCEDURES OF THE RESPECTIVE DIVISION FOR THE STEP PLAN. SUCH PROCEDURES SHALL BE APPROVED BY THE HUMAN RESOURCES DIRECTOR. ~~employee in a broad band pay structure may be compensated between the minimum and mid point of zone one. The City Manager may authorize hiring above the mid point based on a recommendation by the Human Resources Director and appropriate Division Director.~~

~~D. Merit pay increases for employees shall only be granted upon recommendation of the employee's Division Director for efficient service and continued improvement by the employee in the effective performance of the duties of their position.~~

~~1. A completed performance evaluation must accompany each merit pay increase recommendation.~~

~~2. The merit pay increase shall be effective on the employee's anniversary date or classification date.~~

~~E. Salaries and merit reviews for the City Manager, City Attorney, and City Magistrates shall be determined by the City Council.~~

1-20-021. POSITION RECLASSIFICATION

A. CONSIDERATION FOR A POSITION RECLASSIFICATION MAY BE INDICATED WHEN THE BUSINESS NEEDS OF THE CITY HAVE RESULTED IN A SUBSTANTIAL CHANGE IN DUTIES, SCOPE OF RESPONSIBILITIES, MINIMUM QUALIFICATIONS, AND/OR DUE TO A REORGANIZATION.

~~F. 1. Upward salary adjustments.~~ When an employee's position AND THE INCUMBENT EMPLOYEE is reclassified to a higher level PAY RANGE, the following rules shall determine the affected employee's salary PAY:

A1. In all cases, every QUALIFIED affected employee shall be assigned to the new salary PAY range.

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- B2. In no case will an employee receive a decrease ~~as a result of a salary adjustment~~RESULTING FROM A POSITION RECLASSIFICATION to a higher ~~salary~~PAY range.
- C3. THE EMPLOYEE'S NEW RATE OF PAY WILL BE DETERMINED IN ACCORDANCE WITH SECTION 1-20-020 B, SALARY CONSIDERATION. FOR THE REGULAR PAY PLAN, A PRO RATA AMOUNT OF THE BUDGETED MERIT WILL BE ADDED TO THE CALCULATED INCREASE (E.G., AN EMPLOYEE IS RECLASSED 6 MONTHS INTO THEIR REVIEW PERIOD AND THE BUDGETED MERIT IS 3%. THE EMPLOYEE WILL RECEIVE A PRO RATED MERIT OF 1.5% [1.5 X 3% = 1.5%]). FOR STEP PLANS THE MERIT INCREASE SHALL BE APPLIED PRIOR TO THE RECLASSIFICATION INCREASE WHEN THE EMPLOYEE'S CLASSIFICATION DATE IS WITHIN NINETY (90) DAYS OF THE EFFECTIVE DATE OF THE RECLASSIFICATION.

~~Employees shall retain their classification dates for purposes of performance evaluations and merit increases.~~

- ~~4. When an employee's classification changes from classified to exempt the employee will be eligible for an increase per B above.~~
- ~~6. Rezone~~
- ~~a. Rezone requests will be considered once a year as part of the fiscal year budget process and any changes will be effective July 1st of the following fiscal year. A mid-year request may be requested when the additional compensation can be funded within the base budget on an ongoing basis and any such changes will be effective the first day of the pay period following the completion of the work.~~
- ~~b. The supervisor must submit the following to the Human Resources Division prior to the pre-determined budget deadline: (1) a Zone Change Form, (2) a copy of the employee's most recent performance evaluation demonstrating an overall rating of exceeds expectations or better, and (3) the Zone Change Checklist applicable to the position.~~
- ~~c. Employees must serve in zone one for at least one year and meet all of the requirements in the Zone Change Checklist to be eligible for a rezone to zone two. Employees in zone two must serve for at~~

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~~least two years and meet all of the requirements in the Zone Change Checklist to be eligible for a rezone to zone three.~~

~~d. The rezone will result in a six (6) percent increase or the minimum of the new zone, whichever amount is greater. If the six (6) percent increase results in a salary that is greater than the maximum of the zone, the employee's increase will be limited to the maximum of the zone.~~

~~G2. Downward salary adjustments. When an employee's position A POSITION is reclassified to a lower PAY RANGE, THE CHANGE WILL NOT BE IMPLEMENTED UNTIL THERE ARE NO ACTIVE EMPLOYEES IN THE POSITION. level, the following rule shall determine the affected employee's salary:~~

~~1. The employee will be placed in the lower salary range closest to their current rate of pay that does not result in an increase.~~

~~3. WHEN AN EMPLOYEE IS PLACED AS AN UNDERHIRE DUE TO NOT INITIALLY MEETING THE MINIMUM QUALIFICATIONS FOR THE POSITION, THE EMPLOYEE'S RATE OF PAY WILL BE CALCULATED IN ACCORDANCE WITH THEIR CURRENT QUALIFICATIONS IN AN APPLICABLE CITY POSITION CLASSIFICATION DURING THE UNDERHIRE PERIOD. WHEN RECLASSIFIED TO THE INTENDED VACANCY THE SALARY WILL BE CALCULATED IN ACCORDANCE WITH A.I.C ABOVE.~~

~~4. RECLASSIFIED EMPLOYEES ~~DO~~ RECEIVE A NEW CLASSIFICATION DATE.~~

~~5. WHEN AN EMPLOYEE ABSORBS SIGNIFICANT AND PERMANENT EXPANDED RESPONSIBILITIES, YET THE MARKET DATA DOES NOT SUPPORT A POSITION RECLASSIFICATION, THE DIVISION DIRECTOR MAY MAKE A RECOMMENDATION TO THE HUMAN RESOURCES DIRECTOR AND THE CITY MANAGER (OR DESIGNEE) FOR AN INCREASE IN PAY NOT TO EXCEED 3%.~~

1-20-022 MARKET ADJUSTMENT

A. A MARKET ADJUSTMENT OCCURS WHEN AN EXISTING POSITION IS IDENTIFIED THROUGH A BENCHMARK ANALYSIS TO BE ADJUSTED TO A DIFFERENT PAY RANGE.

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1. WHEN THE EMPLOYEE'S POSITION IS MARKET ADJUSTED TO A HIGHER PAY RANGE, THE FOLLOWING SHALL DETERMINE THE AFFECTED EMPLOYEE'S PAY:
 - A. EVERY EMPLOYEE IN THE POSITION SHALL BE ASSIGNED TO THE NEW PAY RANGE.
 - B. EMPLOYEES WILL MAINTAIN THEIR COMPA RATIO IN THE NEW RANGE.
2. WHEN DATA SUPPORTS A MARKET ADJUSTMENT TO A LOWER PAY RANGE, THE CHANGE WILL NOT BE IMPLEMENTED UNTIL THERE ARE NO ACTIVE EMPLOYEES IN THE POSITION.
3. EMPLOYEES SUBJECT TO A MARKET ADJUSTMENT DO NOT RECEIVE A NEW CLASSIFICATION DATE.

1-20-023. PROMOTION

AH. A PROMOTION IS AN EMPLOYEE'S MOVEMENT TO A POSITION IN A HIGHER PAY RANGE RESULTING FROM A RECRUITMENT PROCESS.

~~Promotion. Promotions shall be made as provided in Article 1-40, Section 1-40-010. Upon promotion to another classification, an employee shall receive a rate of pay based on the following criteria:~~

- ~~1. The new salary rate will be in the range that results in a minimum of a six (6) percent increase, with flexibility for a higher amount with prior approval of the Human Resources Director and City Manager.~~
- ~~2. In addition to the increase provided in B above, employees may continue to receive their regular merit increase if their classification date before promotion falls within three (3) months of the promotion. Thereafter, merit increase and performance evaluations will be based on the effective date of the promotion.~~

1. REGULAR PAY PLAN

A. UPON PROMOTION TO A HIGHER PAY RANGE, THE FOLLOWING RULES SHALL DETERMINE THE AFFECTED EMPLOYEE'S PAY.

1. THE EMPLOYEE'S NEW RATE OF PAY WILL BE DETERMINED IN ACCORDANCE WITH SECTION 1-20-020 B, SALARY CONSIDERATION.
2. A PRO RATA AMOUNT OF THE BUDGETED MERIT WILL BE ADDED TO THE CALCULATED INCREASE.

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3. IN NO CASE SHALL THE RATE OF PAY BE LOWER THAN THE MINIMUM OF THE NEW PAY RANGE.
4. IN NO CASE SHALL THE PROMOTIONAL INCREASE BE LESS THAN 5%. HOWEVER, IT MAY NOT EXCEED THE MAXIMUM OF THE PAY RANGE.

2. STEP PAY PLAN

A. UPON PROMOTION TO A HIGHER PAY RANGE THE EMPLOYEE SHALL BE ASSIGNED TO A STEP IN THE NEW PAY RANGE IN ACCORDANCE WITH THE PAY CHANGE MAP FOR THAT DIVISION/POSITION. PAY CHANGE MAPS SHALL BE APPROVED BY THE DIRECTOR OF HUMAN RESOURCES.

B. THE MERIT STEP INCREASE SHALL BE APPLIED PRIOR TO THE PROMOTION INCREASE WHEN THE EMPLOYEES' CLASSIFICATION DATE IS WITHIN NINETY (90) DAYS OF THE EFFECTIVE DATE OF THE PROMOTION.

3. PROMOTED EMPLOYEES ~~DO~~ WILL BE GIVEN A NEW CLASSIFICATION DATE EFFECTIVE THE DATE OF THE PROMOTION.

1-20-024. VOLUNTARY REASSIGNMENT

~~1A. Voluntary Reassignment. A VOLUNTARY REASSIGNMENT A voluntary reassignment occurs when an employee moves from a position in a higher pay range to a position VACANCY in a lower pay range AT THEIR REQUEST OR BY APPLYING FOR A POSITION IN A LOWER PAY RANGE DURING A RECRUITMENT AND BEING SELECTED FOR THE POSITION. The employee will move to the lower pay range and not receive an increase in pay. In some circumstance, the employee's rate of pay may decrease as a result of the reassignment. The employee shall retain their current classification date for purposes of merit pay increases and performance evaluations.~~

1. REGULAR PAY PLAN

A. THE EMPLOYEE'S NEW RATE OF PAY WILL BE DETERMINED IN ACCORDANCE WITH SECTION 1-20-020 B, SALARY CONSIDERATION.

B. A PRO RATA AMOUNT OF THE BUDGETED MERIT WILL BE ADDED TO THE CALCULATED INCREASE.

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C. IN NO CASE SHALL THE RATE OF PAY BE LOWER THAN THE MINIMUM OF THE NEW RANGE, NOR HIGHER THAN THE MAXIMUM OF THE NEW RANGE.

A.D. THE NEW RATE OF PAY MAY NOT RESULT IN A PAY INCREASE ASIDE FROM THE PRO-RATA MERIT ADJUSTMENT.

2. STEP PAY PLAN

A. THE EMPLOYEE SHALL BE ASSIGNED TO A STEP IN THE NEW PAY RANGE IN ACCORDANCE WITH THE PAY CHANGE MAP FOR THAT DIVISION/POSITION. PAY CHANGE MAPS SHALL BE APPROVED BY THE DIRECTOR OF HUMAN RESOURCES.

B. IN NO CASE SHALL THE RATE OF PAY BE LOWER THAN THE MINIMUM OF THE NEW RANGE, NOR HIGHER THAN THE MAXIMUM OF THE NEW RANGE.

C. THE NEW RATE OF PAY MAY NOT RESULT IN A PAY INCREASE ASIDE FROM ANY MERIT ADJUSTMENT.

2. THE EMPLOYEE WILL BE GIVEN A NEW CLASSIFICATION DATE EFFECTIVE THE DATE OF THE VOLUNTARY REASSIGNMENT.

1-20-025. TRANSFER

J.A. Transfer- ~~A 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.

1. The employee will remain in the same pay range and will not receive an increase OR DECREASE in pay. HOWEVER, IN THE REGULAR PAY PLAN A PRO RATA AMOUNT OF THE BUDGETED MERIT WILL BE ADDED TO THEIR REGULAR RATE OF PAY. FOR STEP PLANS THE MERIT STEP INCREASE SHALL BE APPLIED ON THE EFFECTIVE DATE OF THE TRANSFER WHEN THE EMPLOYEE'S CLASSIFICATION DATE IS WITHIN NINETY (90) DAYS OF THE EFFECTIVE DATE OF THE TRANSFER

2. The employee's rate of pay may decrease based on budget capacity. The employee shall retain their current classification date for purposes of merit pay increases and performance evaluations. WILL RECEIVE A NEW CLASSIFICATION DATE EFFECTIVE THE DATE OF THE TRANSFER.

1-20-026. DEMOTION

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AK. ~~Demotion for cause.~~ A DEMOTION Demotions TO A POSITION IN A LOWER PAY RANGE shall be made as provided in Article 1-40, Section 1-40-031. EMPLOYEES MAY BE OFFERED A DEMOTION AS A SOLUTION TO A DOCUMENTED PERFORMANCE ISSUE.

1. ~~An employee who is demoted for cause shall be placed in the lower salary~~ PAY range that will provide a reduction in pay.

2. HUMAN RESOURCES AND THE APPLICABLE DIVISION LEADERSHIP SHALL DETERMINE THE NEW RATE OF PAY BASED ON THE SPECIFIC CIRCUMSTANCES. NO MERIT CONSIDERATION WILL BE INCLUDED.

3. ~~The employee shall be given~~ WILL RECEIVE a new classification date ~~for purposes of merit pay increases and performance evaluations.~~ EFFECTIVE THE DATE OF THE DEMOTION.

1-20-027. CORRECTIVE ACTION PAY REDUCTION

AL. ~~Disciplinary pay reduction.~~ A CORRECTIVE ACTION PAY REDUCTION IS A TEMPORARY REDUCTION IN PAY SUPPORTED BY A CORRECTIVE ACTION.

1. ~~An employee who is being paid a rate of pay higher than the minimum of~~ the THEIR ASSIGNED pay range may be reduced by a percentage or dollar amount on the basis of unsatisfactory work performance or conduct.

2. ~~An employee shall not be paid less than the minimum of the pay range as~~ a result of the ~~disciplinary~~ CORRECTIVE action.

3. ~~Such action shall require the specific recommendation of the employee's~~ Division Director and the Human Resources Director, with the approval of the City Manager.

~~14.~~ The employee shall be notified in writing by their Division Director not ~~later~~ LESS than two (2) calendar weeks prior to the effective date of the action. Such notice shall inform the employee that they may file a reply with the Division Director and Human Resources Director. THE REPLY MUST BE FILED WITHIN FIVE (5) BUSINESS DAYS OF RECEIVING THE NOTICE. ~~not later than one (1) calendar week prior to the effective date of the action.~~ Such reply shall be reviewed by the City Manager OR DESIGNEE for final action.

~~2.~~ ~~The employee shall have the opportunity to attach a statement to the notice.~~

~~53.~~ The employee may be returned to their former rate of pay at such time as deemed appropriate by their Division Director.

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6. THE EMPLOYEE IS ELIGIBLE TO RECEIVE THEIR APPLICABLE MERIT INCREASE.

(Ord. No. 2010-10, Amended 06/08/10) (Ord. No. 2017-26, Amended 10/19/17) (Ord. No. 2020-01, Amended 04/17/20, Amended 04/02/21, AMENDED 10/20/22)

1-20-030. WORKING HOURS AND PAY

- A. The average regular work week for full-time classified employees shall be forty (40) hours. The work week for all employees, EXCEPT FIRE SUPPRESSION EMPLOYEES, begins on Sunday morning at 12:01 a.m. and ends the following Saturday at midnight. PURSUANT TO 29 U.S.C. § 207(K), A 14-DAY WORK PERIOD HAS BEEN ESTABLISHED FOR FIRE SUPPRESSION EMPLOYEES (SEE ESTABLISH EMPLOYEE WORK PERIOD DIRECTIVE 2020-1).
- B. ~~As a standard policy, all~~ ALL employees shall be allowed two (2) PAID work breaks of fifteen (15) minutes duration per day AS THE POSITION ALLOWS. ~~All w~~Work breaks ~~shall~~ MAY be scheduled by the supervisor so that work areas are covered. ~~This applies to all personnel except~~
- ~~on duty police officers, on duty fire personnel, operating field crews, employees operating equipment on scheduled routes, and other instances where the nature of the employee's duties prevents orderly scheduling of any specific time for work breaks.~~
- C. UNPAID Lunch periods shall be ~~scheduled~~ PROVIDED for all employees, ~~except those specifically excluded by the City Manager~~. The lunch period will ordinarily last one hour, however, by mutual consent between employee and ~~Department Head~~ DIVISION LEADERSHIP, may be reduced to one-half hour. LUNCH BREAKS MAY BE SCHEDULED BY THE SUPERVISOR SO THAT WORK AREAS ARE COVERED.
- D. Employees shall not be allowed to accumulate work breaks and/or lunch periods for the purpose of taking time off.
- E. Regular salaries and compensation for all City employees shall be paid on a bi-weekly basis.
- F. For the purposes of vacation, sick leave, family leave, personal leave, and holiday leave, a working day shall be considered as equal to .38461 percent of the number of working or duty hours in the established work year for each employee.

1-20-040. OVERTIME PAY

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A. ~~A full-time classified employee who performs authorized work in excess of their regular work week, work day, or shift, shall be compensated for such overtime at the rate of one and one-half (1 1/2) times their regular rate of pay.~~ OVERTIME SHALL BE COMPENSATED AT THE RATE OF ONE AND ONE-HALF (1 1/2) TIMES THE REGULAR RATE OF PAY.

1. Overtime shall be calculated to the nearest one-quarter (1/4) hour of overtime worked.
2. All overtime must be authorized in advance by the appropriate ~~department and ratified by the City Manager or designee.~~ DIVISION LEADER OR DESIGNEE.
3. All unclassified ~~and certain classified~~ job classes shall be exempt from the above overtime provisions upon recommendation of the Human Resources Director ~~and approval of the City Manager.~~ Any such exemptions shall ~~be in compliance~~ COMPLY with the applicable provisions of the Fair Labor Standards Act, as ~~required of~~ APPLICABLE TO municipalities.
 - a. UNCLASSIFIED ~~EE~~ employees ~~in these classes~~ may receive ~~overtime~~ STRAIGHT pay FOR HOURS WORKED IN EXCESS OF 40 HOURS PER WEEK in the event of extraordinary circumstances or emergency conditions. This may be ~~done only by written order of~~ AUTHORIZED BY the City Manager upon recommendation of the Department Head.
 - b. Time off for work performed during extraordinary circumstances or emergency conditions by employees in ~~these~~ job UNCLASSIFIED JOB classes may be authorized and administered by the appropriate Department Head.
4. There shall be no overtime compensation for time spent in attending meetings, including travel time of any kind, which are for the purpose of education or training, except where attendance is made mandatory by the employee's division or Department Head, or such overtime compensation is required of municipalities by the Fair Labor Standards Act.
5. Fire suppression employees ~~working~~ WHO WORK in excess of ~~fifty-six (56)~~ ONE HUNDRED AND SIX (106) hours ~~per~~ IN ANY week FOURTEEN (14) DAY WORK PERIOD shall be compensated pursuant to Section 1-20-040 A~~2~~, except when they are engaged in emergency operations at the end of a shift or while engaged in emergency operations on call back, in which case ~~overtime~~ compensation for emergency scene responses only will be paid ~~at an hourly rate calculated on a forty (40) hour work week.~~ AT A GUARANTEED PREMIUM PAY OF 210%. Emergency operations are those circumstances that create a medical, fire, or hazardous material incidents.

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~~6. — There shall be no overtime compensation for any time spent in travel from the employee's home to the appropriate location where the employee reports to or for work.~~

(Ord. No. 2007-39, Amended, 08/07/07; Ord. No. 2010-10, Amended, 06/08/10; ORD NO. 2022-??, 10/20/22)

1-20-041. COMPENSATORY TIME

Compensatory time off (~~comp time~~) is paid time off the job that is earned and ACCUMULATED ~~accrued~~ by an employee in lieu of immediate ~~cash payment~~ OVERTIME COMPENSATION for working overtime hours. The use of compENSATORY time ~~instead~~ IN LIEU of overtime is limited by Section 7(o) of the Fair Labor Standards Act (FLSA) to a public agency that is a state, a political subdivision of a state, or an interstate governmental agency. Compensatory time cannot be used ~~as a means~~ to avoid statutory overtime compensation.

A. All full-time classified employees are authorized to ~~accrue~~ EARN compensatory time at the rate of one and one-half hours for one hour of overtime worked, in lieu of immediate ~~cash~~ overtime compensation.

B. Compensatory time will not be earned during a work week when an employee is using paid time off such as sick, vacation, personal, holiday or compensatory time. Compensatory time may only be earned when

1. Any non-commissioned classified employee works over forty (40) hours in a work week.

2. Any police commissioned employee works over forty (40) hours in a work week.

3. Any fire suppression commissioned employee WHO works over one hundred ~~eighty-two (182)~~ SIX (106) hours in ~~the twenty-four (24) day~~ A FOURTEEN (14) DAY work period per Section 7(k) of the FLSA.

~~4. — Any wild land fire non-commissioned employee works over one hundred and six (106) hours in the fourteen (14) day work period per Section 7(k) of the FLSA.~~

C. ~~Accrual~~ ACCUMULATION of compensatory time by those eligible employees shall be subject to the approval of each Division Director and shall be based on the unique personnel requirements of each division.

D. No employee shall be allowed to ~~accrue~~ ACCUMULATE in excess of sixty (60) hours, except for fire suppression commissioned personnel, who shall be allowed to ~~accrue~~ ACCUMULATE eighty-four (84) hours. ~~An employee may request to exceed these limitations by completing a Compensatory Time Excess Accrual Authorization Request Form and submitting it to the Division Director. These~~

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~~maximums may be exceeded only upon the approval of the Division Director, Human Resources and the City Manager. Authorization for exceeding the maximum is only valid for the fiscal year in which the form is completed. In no event shall authorization be given to accrue compensatory time in excess of one hundred eighty (180) hours.~~

- E. Any employee who has ~~accrued~~ ACCUMULATED compensatory time and requested use of this compensatory time shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operations of the City. A reasonable period will be determined by considering the customary work practices within the City, based on the facts and circumstances in each case. Such practices include, but are not limited to:
1. Anticipated peak workloads based on past experience,
 2. Emergency requirements for staff and services, and
 3. The availability of qualified substitute staff.
- F. An employee has the right to use compensatory time earned and must not be ~~encouraged~~ ENCOURAGED to accept more compensatory time than the City can realistically and in good faith expect to be able to grant within a reasonable period of THE EMPLOYEE making a request for use of such time.
- ~~G. Hours of compensatory time in excess of the above maximums must be used prior to June 30th each fiscal year. Excess compensatory time not used prior to the June 30th date shall be paid to the employee and not be carried over to subsequent periods.~~
- ~~GH.~~ GH. An employee who intends to earn compensatory time in lieu of overtime shall notify their immediate supervisor prior to submitting a timesheet for the pay period. Otherwise, any eligible overtime will be compensated as overtime wages for the pay period.
- ~~H.~~ H. All compensatory time shall be reported as it is ~~accrued~~ EARNED, or used IN THE TIMEKEEPING SYSTEM, ~~to the Payroll Section.~~
- ~~1. Accruals shall be included on the time entry report submitted by the division and will appear on the employee's pay stub.~~
 - ~~2. Compensatory time used shall be marked "CU" on the time entry report submitted by the division and will appear on the employee's pay check.~~
 - ~~3. Separate compensatory time records shall not be maintained by the division.~~
- I. An employee will be paid for ~~accrued~~ ACCUMULATED compensatory time.

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1. Upon termination of service at a rate of compensation not less than:
 - a. The average regular rate received by such employee during the last three years of employment. When the period of employment is less than three years, the average rate still must be calculated based on the rates in effect during such period. Or
 - b. The final regular rate received by such employee, whichever is higher.
2. Upon moving from a ~~non-exempt~~CLASSIFIED to an ~~exempt~~UNCLASSIFIED position at a rate of pay equal to the employee's current REGULAR hourly rate PRIOR TO THE POSITION CHANGE.
3. UPON MOVING FROM ONE DIVISION/SECTION TO ANOTHER DIVISION/SECTION AT A RATE EQUAL TO THE EMPLOYEE'S REGULAR HOURLY RATE PRIOR TO THE CHANGE.

~~K. The City Manager is authorized to make adjustments for callback and standby pay by administrative memoranda.~~

(Ord. No. 2010-10, Amended, 06/08/10; ORD. NO 2022-//, 10/20/22)

1-20-042. ON-CALL AND CALL-OUT PAY

The purpose of this policy is to establish guidelines for compensation and ensure compliance with the Fair Labor Standards Act (FLSA) regarding the compensation of ~~non-exempt~~CLASSIFIED employees who are required to be available on-call for work outside of scheduled or regular hours.

~~A. DEFINITIONS~~

- ~~1. "Waiting" means an employee is engaged to wait when required to remain on City premises or prescribed work place. Time spent while engaged to wait is Hours Worked under the FLSA.~~
- ~~2. "On Call" is the period of time when an employee is required to carry a cellular phone or pager and must respond to work when paged or called upon.~~
- ~~3. "On Call Compensatory Time" is paid time off the job that is earned and accrued by an employee in lieu of immediate cash payment for On Call hours.~~
- ~~4. "On Call Compensation" compensation paid at one and one half (1 ½) times the employee's Regular Hourly Rate for On Call hours.~~
- ~~5. "Call Out" is the period of time when an employee is called out to perform unscheduled work while On Call.~~

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~~6. "Call Out Compensatory Time" is paid when an employee is called out to perform unscheduled work while On-Call.~~

~~7. "Call Out Compensation" compensation paid at one and one half (1 1/2) times the employee's Regular Hourly Rate for Call Out hours.~~

AB. ELIGIBILITY

- ~~1. Non-Exempt~~CLASSIFIED EE employees who serve On-Call or are subject to Call-Out are eligible for additional compensation and/or compensatory time pursuant to this policy. The employee's ~~supervisor~~ may elect ~~whether the employee is~~ to be paid compensation or receive compensatory time for On-Call and Call-Out services, ~~based on budget and operational needs of the division.~~
2. An employee may not consume alcohol OR BE IMPAIRED BY ALCOHOL OR OTHER INTOXICANTS while On-Call, ~~or within the four-hour immediately preceding being On-Call.~~ An employee who is On-Call must remain within the local area as described in *Residency Requirements* per section 1-60-101. An employee On-Call is otherwise free to engage in personal activities while On-Call.
3. On-Call time begins when an employee ~~or other employees are~~IS not required to be on the City's premises, on duty, or at the prescribed work place.
4. An employee On-Call who fails to ~~promptly respond to~~ARESPOND WITHIN THE PRESCRIBED TIME LIMIT TO A Call-Out will not be paid for On-Call time and/or may be subject to ~~discipline~~CORRECTIVE ACTION.

BC. PROCEDURESADMINISTRATION

- ~~1. An employee On-Call shall receive one (1) hour of On-Call Compensation for eight (8) hours the employee is scheduled On-Call. This will be calculated by taking the total hours of On-Call multiplied by 0.125.~~AN EMPLOYEE ON-CALL SHALL RECEIVE 12.5% OF THE REGULAR RATE OF PAY FOR EACH ONE (1) HOUR OF ON-CALL COMPENSATION.
2. An employee who is On-Call and called out to work will receive Call-Out Compensation or Call-Out Compensatory Time, but not On-Call Compensation.
3. An employee who is called out to work ~~by the employee who is On-Call~~WHEN THEY ARE NOT ON CALL, will receive Call-Out Compensation or Call-Out Compensatory Time.

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4. An employee on Call-Out shall receive one (1) hour of Call-Out Compensation or Call-Out Compensatory Time for each hour the employee is performing Call-Out duties. The employee shall receive a minimum of two (2) hours of Call-Out Compensation or Call-Out Compensatory Time each time the employee is required to ~~respond~~ REPORT to A Call-Out.

~~5. The immediate supervisor shall code On-Call hours as OS (On-Call Compensation) or CS (On-Call Compensatory Time) when submitting the employee's time sheet.~~

~~6. The immediate supervisor shall code Call-Out hours as O3 (Call-Out Compensation) or C3 (Call-Out Compensatory Time) when submitting the employee's time sheet.~~

57. Employee's shall report hours as Hours Worked for all hours spent ENGAGED IN Waiting.

68. An employee who is ENGAGED TO WAIT ~~Waiting~~ shall be compensated at the employee's Regular Hourly Rate unless overtime is required per policy 1-20-040 *Overtime Pay*.

~~D. EXAMPLE~~

~~A Water Services employee's shift ends at 4:00 p.m. and they are scheduled to be On-Call beginning at 6:00 p.m. when the last shift at the plant leaves until 6:00 a.m. when the first shift at the plant begins. The employee responds to a plant alarm from 2:00 a.m. to 4:30 a.m. The following is an outline of how this employee will be compensated for On-Call and Call-Out hours.~~

~~On-Call 9.5 hours~~

~~Call-Out 2.5 hours~~

~~On-Call Compensation or Compensatory Time is 1.19 hours (i.e. 12 On-Call hours minus 2.5 hours of Call-Out equals 9.5 hours. 9.5 On-Call hours multiplied by 0.125 equals 1.19 hours of On-Call Compensation.~~

~~Call-Out Compensation or Compensatory Time is 2.5 hours.~~

Link(s):

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~~FLSA Hours Worked~~

(Ord. No. 2018-18, Amended 06/15/18, ~~Ord. No 2022-??, 10/20/22~~)

1-20-050. ACTING PAY COMPENSATION

~~A.~~ A. — CLASSIFIED AND UNCLASSIFIED NON-emergency service employees (excluding temporary employees and employees who are serving their initial probationary period) who are:

- ~~1. Designated to perform the duties of a position that is of a higher classification or PAY range than their normal job due to a vacancy or absence; OR,~~
2. ACTING DUE TO A VACANCY WHERE THE EMPLOYEE IS TAKING ON PARTIAL RESPONSIBILITIES AND/OR DOES NOT MEET THE MINIMUM REQUIREMENTS FOR THE POSITION (AND IS THEREFORE NOT ELIGIBLE FOR A TEMPORARY PROMOTION).
3. AN UNCLASSIFIED EMPLOYEE WHEN COVERING FOR A VACANCY IN THE SAME PAY RANGE AS THEIR NORMAL JOB.

~~A.B.~~ ACTING PAY ASSIGNMENTS MUST BE FOR TEN (10) DAYS (TWO (2) WORK WEEKS) OR GREATER AND DO NOT LAST GREATER THAN TWELVE (12) WEEKS.

~~C.~~ ACTING PAY WILL BE PAID RETROACTIVE TO THE EFFECTIVE DATE OF THE ASSIGNMENT.

~~_____ in the higher classification or range of more than ten (10) consecutive working days, the employee will receive Acting Pay Compensation.~~

- ~~1. Acting Pay Compensation will begin after the non-emergency service employee has worked out of class in the same position for more than ten (10) consecutive working days (a working day is defined in Section 1-20-030 F).~~
- ~~2. Acting Pay Compensation will be paid retroactive to the effective date of the assignment.~~
- ~~3. An employee will receive a five (5) percent increase for Acting Pay Compensation. Under exceptional circumstances a Department Head may request a greater than a five (5) percent increase, with approval from the City Manager.~~

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~~D.B.—CLASSIFIED Fire, Police, Airport staff; , and other employees POSITIONS who THAT are designated APPROVED by the Department Head to respond to an emergency situation, (excluding exempts) and OR are required by the Department DIVISION Head to perform the duties of a position that is of a higher classification or range than their normal job due to a vacancy, absence, or required staffing level in the higher classification or range will receive Acting Pay Compensation under the following circumstances:~~

- ~~1. Acting Pay will be paid hour-for-hour for each hour the employee works in a position with IN a higher classification or PAY range.~~
- ~~2. An employee will receive a five (5) percent increase for Acting Pay Compensation.~~

~~C. At the end of the assignment, the employee will return to their regular assignment and pay.~~

~~E. THE AMOUNT OF ACTING PAY IS A MINIMUM OF 5% AND WILL VARY BASED ON THE ASSIGNMENT (LINK). EXCEPTIONS MAY BE REQUESTED BY SUBMISSION OF A JUSTIFICATION TO THE CITY MANAGER OR DESIGNEE.~~

~~F. MERIT INCREASES AS WELL AS ANY OTHER APPLICABLE SALARY ADJUSTMENTS WILL BE APPLIED TO THE REGULAR RATE OF PAY WHEN THEY ARE BECOME EFFECTIVE DURING AN ACTING PAY ASSIGNMENT.~~

~~G. WHEN THE ACTING PAY ASSIGNMENT IS COMPLETED, THE EMPLOYEE SHALL RETURN TO THEIR FORMER POSITION AND RATE OF PAY, INCLUSIVE OF ANY PAY ADJUSTMENTS EFFECTIVE DURING THE ACTING PAY ASSIGNMENT.~~

~~1-20-051. SUPPLEMENTAL PAY~~

~~A. Exempt employees (excluding temporary employees and employees who have not worked for the City for six (6) months or more) may receive supplemental pay for performing supervisory/managerial duties at the same or lower range than their classification or range which are outside their normal duties due to an absence or a vacancy under the following conditions:~~

- ~~1. The Department Head must submit a memo to the Human Resources Director for approval describing the managerial/supervisory duties the employee will be assuming.~~
- ~~2. An employee is eligible for supplemental pay after assuming the duties for more than ten (10) consecutive working days not to exceed six (6) months. Exceptions may be made with prior approval from the Human Resources Director and City Manager.~~

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- ~~3. Supplemental pay will be paid retroactive to the effective date of assuming the duties.~~
- ~~4. An employee will receive five (5) percent increase and under special circumstances a Department Head may request a greater than a five (5) percent increase. Exceptions may be made with prior approval from the Human Resources Director and City Manager.~~
- ~~5. At the end of the assignment, the employee will no longer be eligible for the supplemental pay.~~

1-20-052. TEMPORARY PROMOTION

- A. A Department Head may appoint a qualified employee in good standing (excluding probationary and temporary employees) to another existing position on a temporary basis. This may be accomplished without observing regular recruiting and hiring procedures. HOWEVER, AN INTERNAL SOLICITATION OF INTEREST WITHIN THE DIVISION (OPTION TO EXTEND CITY-WIDE) WILL BE CONDUCTED TO ENSURE ALL QUALIFIED, INTERESTED EMPLOYEES ARE CONSIDERED. APPROVAL BY THE HUMAN RESOURCES DIRECTOR AND THE CITY MANAGER OR DESIGNEE IS REQUIRED. ~~by submitting a written justification to the Human Resources Director for review of appropriate classification, minimum qualifications, salary etc. and final approval by the City Manager or his/her designee.~~
- B. The following conditions must apply:
 1. A specific vacant position must exist AND SHOULD BE POSTED PROMPTLY FOR RECRUITMENT TO MITIGATE EXTENDED TEMPORARY ASSIGNMENTS.
 2. The employee must meet the minimum qualifications for the position, must have a good performance record, and not currently be involved in any ~~disciplinary~~ CORRECTIVE ACTION process.
 3. The employee's temporary promotion does not, in any way, guarantee the temporary promotion position to the employee on a permanent basis. The temporary promotion does not confer any explicit preference to the employee in competing for the position if and when a permanent opening occurs.
 4. A temporary promotion must last longer than thirty (30) days but not more than one (1) year. Exceptions may be made with prior approval from the Human Resources Director and City Manager.
 5. The employee will receive a new salary rate in the new PAY range.

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- a. CALCULATED IN ACCORDANCE WITH 1-20-020, B, APPROPRIATE SALARY.
- b. IN NO CASE SHALL THE RATE OF PAY BE LOWER THAN THE MINIMUM OF THE NEW PAY RANGE.
- c. IN NO CASE SHALL THE INCREASE BE LESS THAN 5%.
HOWEVER, THE INCREASE MAY NOT RESULT IN A PAY RATE ABOVE THE MAXIMUM OF THE PAY RANGE.

~~5. that results in a minimum of a six (6) percent increase whichever is greater, with the flexibility for a higher amount with prior approval from the Human Resources Director and City Manager or his/her designee as outlined in Section 1-20-020.~~

- 6. An employee who is temporarily promoted ~~is not required to serve an administrative review and~~ may be returned to ~~his/her~~ THEIR regular assignment at any time.
- 7. The employee's regular position shall be guaranteed to ~~him/her~~ THEM during the tenure of the temporary promotion.
- 8. When the temporary promotion is completed, the employee shall return to ~~his/her~~ THEIR former position and salary rate, which will include any merit increase OR OTHER SALARY ADJUSTMENT TO THEIR REGULAR RATE OF PAY THAT BECAME EFFECTIVE DURING THE TEMPORARY PROMOTION. ~~the employee may be eligible for.~~
- ~~9. If the employee is permanently placed into the position he/she temporarily promoted to, then he/she will keep the salary that was established at the time of the temporary appointment and will be required to serve an administrative review as outlined in Section 1-30-061. The time spent serving in the temporary promotion will not count towards the administrative review.~~
- ~~10. The employee shall receive any merit increase for which he/she is eligible for and any other salary adjustments granted to all employees in that classification.~~

ARTICLE 1-30. EMPLOYMENT

1-30-060. PROBATIONARY PERIOD

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The probationary period is the initial period of adjustment when the CLASSIFIED employee is learning about the City and their new position and the employee is provided with training and guidance from their supervisor.

- A. Probationary periods are designed to provide a reasonable amount of time to evaluate an employee's performance.
 - ~~1. Non-exempt non-commissioned employees will serve a six-month probationary period.~~
 - ~~2. Non-exempt Municipal Court and non-exempt commissioned employees will serve a one-year probationary period. The probationary period for Police Officers will begin after the completion of the Field Training Officer (FTO) Program.~~
- ~~B. Probationary period may be extended by no more than six (6) months per section 1-30-061.B Performance Evaluation System Probationary Evaluation.~~
- BC. Upon successful completion of a probationary period, a ~~non-exempt~~CLASSIFIED employee shall be granted tenured status in the position in which the probationary period is served.
- CD. Time spent serving as a temporary employee will not count towards the probationary period.
- DE. The appropriate Division Director may dismiss the probationary employee at any time during the probationary period when the employee is not progressing or performing satisfactorily per section 1-40-122 Dismissal of Probationary Employee.

(Ord. No. 2012-14, Amended, 10/02/12); (Ord. No. 2007-39, Amended, 08/07/07, ORD. NO. 2022-??, 10/20/22)

1-30-061. PERFORMANCE EVALUATION SYSTEM

The performance evaluation system ESTABLISHES CONSISTENT ORGANIZATIONAL COMPETENCIES AS WELL AS JOB SPECIFIC COMPETENCIES FOR EACH POSITION CLASSIFICATION (EXCLUDING TEMPORARY AND CONTRACT PERSONNEL). THE SYSTEM ALSO SUPPORTS THE DEVELOPMENT OF GOALS BY THE SUPERVISOR AND THE EMPLOYEE. ~~enables the creation of reasonable performance expectations by the supervisor and the employee.~~ The formal evaluations of the employee's work behavior, PERFORMANCE, AND GOAL ACHIEVEMENTS help the employer and the employee build on the strengths of the employee, RECOGNIZE ACHIEVEMENTS, and identify those areas the employee needs improvement to be more effective and efficient in their job.

A. EVALUATION PROCESS

ADDENDUM 31 EMPLOYEE HANDBOOK OF REGULATIONS

1. The supervisor will prepare the evaluation based on the review of the following items:
 - a. A comparison of the employee's performance with the performance expectations ~~established upon the employee's date of hire or the previous year's evaluation;~~
 - b. The duties and responsibilities of the employee's position; and
 - c. COMPETENCIES
 - d. ON ORGANIZATIONAL VALUES;
 - e. ACHIEVEMENT OF ESTABLISHED GOALS;
 - f. Supervisory notes taken during the evaluation period; AND
 - e-g. INPUT PROVIDED FROM THE EMPLOYEE ON THEIR SELF-EVALUATION.-
2. ~~The supervisor's evaluation~~ WILL ~~should~~ be based on an employee's actual performance and not on personal prejudice, bias or favoritism.
- 2.3. THE EVALUATION MAY INCLUDE MULTIPLE SUPERVISORS IF APPLICABLE FOR THE RATING PERIOD.
- 3.4. ~~The online evaluation system, or the supervisor,~~ will notify the employee ~~to login to the online evaluation system and complete the pre-review input section of the evaluation form.~~ TO COMPLETE THEIR SELF-EVALUATION. This allows the employee an opportunity to present ~~his or her~~ THEIR accomplishments for the year and assist the supervisor in completing the performance evaluation.
- 4.5. The supervisor will meet with the employee to review the performance evaluation. The supervisor will discuss the employee's strengths, GOAL ACHIEVEMENTS, AND areas of improvement with suggestions for improvement. GOALS AND A PROFESSIONAL DEVELOPMENT PLAN ARE ALSO ESTABLISHED ~~and expectations and goals~~ for the upcoming year.
5. ~~An employee will login to the online evaluation system, select agree or disagree with evaluation rating, provide a written statement and electronically sign the evaluation.~~
6. The evaluation will be retained online in the ~~online evaluation system~~ 201 PERSONNEL FILE.

B. PROBATIONARY EVALUATION

ADDENDUM 31 EMPLOYEE HANDBOOK OF REGULATIONS

1. All ~~non-exempt~~CLASSIFIED employees will be evaluated during their probationary period to ensure satisfactory performance, ~~based on the following schedule:~~

~~A non-commissioned non-exempt employee shall be evaluated at three and six months from their date of hire.~~

2. CLASSIFIED, NON-COMMISSIONED EMPLOYEES WILL SERVE A SIX (6)-MONTH PROBATIONARY PERIOD (EXCEPT AS LISTED BELOW).

- a. 3. ~~A non-exempt employee of the Municipal Court, POLICE COMMUNICATIONS, AND POLICE AND FIRE COMMISSIONED EMPLOYEES WILL SERVE A ONE (1)-YEAR PROBATIONARY PERIOD.~~ shall be evaluated at four, eight and twelve months from their date of hire.

~~b. A non-commissioned non-exempt Police Department employee working in the Communications Center shall be evaluated at six and twelve months from their date of hire.~~

~~c. A commissioned non-exempt employee of the Fire Department shall be evaluated at three, six, nine and twelve months from their date of hire.~~

~~d. A commissioned non-exempt employee of the Police Department shall be evaluated at six and twelve months after their completion of the Field Training Officer (FTO) Program.~~

- 4.2. The probationary evaluation schedule may be extended up to ~~six~~THREE (3) months. ALL EXTENSIONS OR EXCEPTIONS REQUIRE THE APPROVAL OF HUMAN RESOURCES AND THE DIVISION DIRECTOR. ANOTHER PERFORMANCE EVALUATION IS REQUIRED TOMUST BE COMPLETED PRIOR TO THE END OF THE EXTENDED PROBATIONARY PERIOD. ~~by completing the following process:~~

~~a. The supervisor submits a request in writing outlining the reason for and length of the probationary period extension and the request is approved by the Section Head, Division Director, Deputy City Manager and Human Resources Director prior to the end of the probationary period.~~

~~b. The supervisor notifies the employee in writing the probationary period has been extended and the employee acknowledges by signing the written document.~~

~~c. The employee acknowledgement is filed in the employee's personnel file.~~

ADDENDUM 31 EMPLOYEE HANDBOOK OF REGULATIONS

~~d. — Another performance evaluation is completed before the end of the extended probationary period.~~

53. An employee is deemed to have satisfactorily completed the probationary period when an extension is not requested prior to the end of the probationary period.

~~4. — An employee who does not perform satisfactorily during the probationary evaluation period may be discharged per section 1-40-022 Dismissals of Probationary Employees.~~

~~5. — Exempt employees do not serve a probationary period; thus, a probationary evaluation is not required.~~

~~C. — ANNUAL EVALUATION~~

~~1. — After an employee has completed the probationary evaluation or administrative evaluation period, the rating period shall be annually upon the employee's hire or classification date.~~

~~2. — Exempt evaluations shall be completed upon the employee's anniversary or classification date.~~

~~3. — Upon budgetary approval non-exempt and exempt employees with an overall evaluation score of meets expectations or above will receive a merit increase, except when the employee is at the maximum of the pay range.~~

~~4. — Council appointed employee evaluations shall be completed on the anniversary of and prior to the end of the service agreement.~~

~~5. — Additional evaluations may be required upon request from the immediate supervisor.~~

~~D. — ADMINISTRATIVE EVALUATION~~

~~1. Non-exempt and exempt employees who are promoted, demoted, transferred, or voluntarily reassigned to another position are subject to an administrative evaluation based on the following schedule:~~

~~1. — A non-commissioned non-exempt or exempt employee shall be evaluated at three and six months from their date of promotion, demotion, transfer, or voluntary reassignment to another position.~~

~~2. — A non-exempt or exempt employee of the Municipal Court shall be evaluated at four, eight and twelve months from their date of promotion, demotion, transfer or voluntary reassignment to another position.~~

ADDENDUM 31 EMPLOYEE HANDBOOK OF REGULATIONS

- ~~3. A non-exempt or exempt Police Department employee working the Communications Center shall be evaluated at six and twelve months from their date of promotion, demotion, transfer or voluntary reassignment to another position.~~
4. A commissioned non-exempt or exempt employee shall be evaluated at six and twelve months from their date of promotion, demotion, transfer or voluntary reassignment to another position.
- ~~2. An employee who does not perform satisfactorily during the administrative evaluation period may be returned to their previous position, provided a vacancy exists. Should no vacancy exist at the time, the employee shall be recommended for termination. The employee is eligible to request a hearing before the Personnel Board per section 1-10-40.C Personnel Board Request for Hearing.~~
- ~~3. Additional administrative evaluations may be required upon request from the immediate supervisor.~~

D. ANNUAL EVALUATION

1. CLASSIFIED AND UNCLASSIFIED EMPLOYEES SHALL BE EVALUATED ANNUALLY ON THEIR CLASSIFICATION DATE (EXCLUDES TEMPORARY AND CONTRACT PERSONNEL).
2. COUNCIL APPOINTED EMPLOYEE EVALUATIONS SHALL BE COMPLETED ON THE ANNIVERSARY OF AND PRIOR TO THE END OF THE SERVICE AGREEMENT.

(Ord. No. 2012-14, Amended, 10/02/12); (Ord. No. 2019-10, Amended 07/02/19, ORD. NO. 2022-??, 10/20/22)

1-30-070. REINSTATEMENT – REHIRE ~~EMPLOYMENT~~

REINSTATEMENT

- A. A.—Any tenured classified employee who has been suspended, demoted, or dismissed may be reinstated to their position as a result of an appeal to the Personnel Board and upon the approval of the City Manager. In the event of such reinstatement, the employee may be entitled to their former status of employment and all pay and benefits lost as a result of the ~~disciplinary~~ CORRECTIVE action.
- B. B.—Former full-time classified and unclassified employees with less than thirty (30) days' break-in-service may be reinstated TO THE SAME POSITION (AN APPROVED VACANT POSITION MUST BE AVAILABLE) at the

ADDENDUM 31 EMPLOYEE HANDBOOK OF REGULATIONS

request of the Department Head and upon approval of the City Manager (A RECRUITMENT IS NOT REQUIRED). ~~Other former employees, except those on re-employment lists, will be treated in the same manner as all other applicants and subject to all normal selection processes.~~

REHIRE

A. THE FOLLOWING REHIRE PROVISIONS WILL BE APPLICABLE TO FORMER FULL TIME CLASSIFIED AND UNCLASSIFIED EMPLOYEES WITH AT LEAST ONE CONSECUTIVE YEAR OF PRIOR SERVICE AND A BREAK IN SERVICE OF LESS THAN TWELVE (12) MONTHS WHO ARE REHIRED THROUGH A RECRUITMENT PROCESS

1. THE REHIRED EMPLOYEE WILL RECEIVE A NEW CLASSIFICATION DATE DETERMINED AS FOLLOWS: ORIGINAL DATE OF HIRE PLUS NUMBER OF DAYS GAP IN SERVICE = NEW CLASSIFICATION DATE.
2. THE REHIRED EMPLOYEE'S SALARY CALCULATION WILL BE COMPLETED PURSUANT TO 1-20-020, B, APPROPRIATE SALARY. IF THE EMPLOYEE RETURNS TO THE SAME POSITION, THE SALARY CALCULATION WILL NOT RESULT IN A REDUCTION IN PAY.
3. THE EMPLOYEE WILL BE ASSIGNED TO THEIR PRIOR VACATION ACCRUAL TIER.
4. THE EMPLOYEE WILL HAVE ANY FORFEITED SICK LEAVE (MINUS ANY PAYOUTS) REINSTATED TO THEIR BANK, AND CONSISTENT WITH ALL HIRES RECEIVE AN ADVANCE OF SIX (6) DAYS OF SICK LEAVE AVAILABLE FOR IMMEDIATE USE. SHOULD THE REHIRED EMPLOYEE LEAVE EMPLOYMENT PRIOR TO FULFILLING SIX (6) MONTHS OF EMPLOYMENT, USE OF ANY ADVANCED LEAVE SHALL BE DEDUCTED FROM THEIR COMPENSATION UPON SEPARATION.
5. THE EMPLOYEE WILL BE ELIGIBLE FOR CITY BENEFIT PROGRAMS PURSUANT TO GOVERNING PLAN DOCUMENTS.
6. EMPLOYEES REHIRED TO THEIR FORMER POSITION, PROGRAM, SECTION AND DIVISION WILL NOT SERVE A PROBATIONARY PERIOD. ALL OTHER CLASSIFIED REHIRES WILL BE REQUIRED TO DO SO.

~~ARTICLE 1-40. EMPLOYEE STATUS PERSONNEL ACTIONS~~

ADDENDUM 31 EMPLOYEE HANDBOOK OF REGULATIONS

~~1-40-010. PROMOTION~~

- ~~A. A change in an employee's work to more extensive duties, together with higher minimum qualifications and pay range, is a promotion. This includes when an employee is transferring from one pay plan to another and the new classification is in a higher pay range than the employee's current classification.~~
- ~~1. Promotions, as defined in Section 1-40-010 A, will be a division option in filling a vacancy.~~
 - ~~2. When a vacancy occurs within a division, the Division Director may request Human Resources to establish a promotional list of qualified workers.~~
 - ~~3. Upon promotion to another range, an employee shall receive a rate of pay as outlined in Section 1-20-020 B and H.~~
 - ~~4. Upon promotion, the employee shall be given a new classification date effective at the time of appointment and begin completing an administrative review in the new class. Refer to Section 1-30-061 for more information regarding administrative review.~~

~~(Ord. No. 2010-10, Amended, 06/08/10) (Ord. No. 2020-01 Amended, 04/17/20)~~

~~1-40-020. VOLUNTARY REASSIGNMENT~~

- ~~A. An employee may request a voluntary reassignment to a lower range for any reason. A voluntary reassignment shall require the approval of the Department Head under whom the employee will serve, the Human Resources Director, and the City Manager. A voluntary reassignment shall not be granted unless a vacancy exists. An employee taking such a voluntary demotion may be placed in any salary step of the appropriate salary schedule that does not provide any increase in salary and shall be given a new classification date for purposes of merit pay increases.~~
- ~~B. An employee taking a voluntary reassignment may be placed in any salary step of the lower pay grade that does not provide any increase in salary and will be given a new classification date for purposes of merit pay increases and performance evaluations and will complete a six (6) month administrative review. Refer to Section 1-30-061 for more information.~~
- ~~C. Voluntary reassignment as a result of an impending lay-off shall be in accordance with the provisions of Section 1-40-050 (Reduction in Force).~~
- ~~D. Employees requesting a voluntary reassignment will be required to complete an administrative review as outlined in Section 1-30-061.~~

~~1-40-030. TRANSFER~~

ADDENDUM 31 EMPLOYEE HANDBOOK OF REGULATIONS

~~A. — A change of an employee's place of employment from one division to another or from one department to another or from one position to another in the same pay range shall be considered a transfer.~~

- ~~1. — If the transfer includes a change from one department to another, both Department Heads must consent to the transfer. The consent of the employee shall not be required when their pay is not affected by the transfer.~~
- ~~2. — The employee will maintain his/her current rate of pay and will retain his/her classification date for purposes of merit increases and performance evaluations.~~
- ~~3. — No employee shall be transferred to a position for which they do not possess the minimum qualifications, unless the City Manager authorizes an on-the-job training appointment.~~
- ~~4. — An employee who transfers to another position in the same pay range, from one division to another or one department to another shall be required to complete an administrative review. Refer to Section 1-30-061 for more information.~~

~~1-40-031. — DEMOTION~~

- ~~A. — When an employee is moved to a lower pay range for disciplinary reasons, this is considered a demotion.~~
- ~~B. — An employee who is demoted shall be placed in any salary step of the appropriate salary schedule that does not provide any increase in salary and shall be given a new classification date for purposes of merit increases and performance evaluations.~~
- ~~C. — Employees who are demoted will be required to complete an administrative review as outlined in Section 1-30-061.~~

ORDINANCE NO. 2022-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE EMPLOYEE HANDBOOK OF REGULATIONS AND FLAGSTAFF CITY CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED “ADDENDUM 31 TO THE EMPLOYEE HANDBOOK OF REGULATIONS”; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has authority to approve this Addendum 31 of the Flagstaff Employee Handbook of Regulations pursuant to the Flagstaff City Charter, Article IV.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That certain document known as “*Addendum 31 to the Employee Handbook of Regulations*”, one (1) paper copy and (1) electronic copy of which are on file in the office of the City Clerk of Flagstaff, Arizona, has been declared a public record by Resolution No. 2022-43 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 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 Employee Handbook 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 20th day of September, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Christina Rubalcava, Senior Assistant City Attorney CR
Date: 08/29/2022
Meeting Date: 09/06/2022



TITLE:

Consideration and Adoption of Resolution No. 2022-44: A resolution approving Binding Waivers of Enforcement for thirteen parcels of land located in the City of Flagstaff.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2022-44 by title only
- 2) City Clerk reads Resolution No. 2022-44 by title only (if approved above)
- 3) Adopt Resolution No. 2022-44

Executive Summary:

On May 5, 2020, the Flagstaff City Council adopted a land use law, Ordinance 2020-11, generally referred to as the Miscellaneous Part 1 amendments, which made various amendments to the Flagstaff Zoning Code.

On November 17, 2020, the Flagstaff City Council adopted a land use law, Ordinance 2020-28, generally referred to as the High Occupancy Housing amendments, which made various amendments to the Flagstaff Zoning Code.

Arizona Revised Statutes §12-1134 ("Prop 207") allows a property owner to seek just compensation when a city adopts a land use law that reduces the property owner's existing rights to use, divide, sell, or possess private real property and such action reduces the fair market value of the property.

The property owners listed in the attached Binding Waiver of Enforcement filed claims for just compensation under Prop 207, asserting that the amendments to the Flagstaff Zoning Code adopted by Ordinance 2020-11 and Ordinance 2020-28, respectively, reduced their rights to use their respective properties and thereby collectively reduced the fair market value of the four properties by approximately \$75 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 thirteen properties identified therein, eleven of these properties will not be subject to the High Occupancy Housing amendments adopted by Ordinance 2020-28, and the remainder will be

RESOLUTION NO. 2022-44

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING BINDING WAIVERS OF ENFORCEMENT FOR THIRTEEN PARCELS OF LAND WITHIN THE CORPORATE LIMITS OF THE CITY OF FLAGSTAFF

RECITALS:

WHEREAS, on May 5, 2020, the Flagstaff City Council adopted a land use law, Ordinance 2020-11, which made various amendments to the Flagstaff Zoning Code and on November 17, 2020, the Flagstaff City Council adopted Ordinance 2020-28, which made various amendments to the Flagstaff Zoning Code; and

WHEREAS, the owners identified in Exhibit A, attached hereto, owned their respective parcels of land ("Properties") on May 5, 2020 and 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 thirteen 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 2020-11 and Ordinance 2020-28, respectively, as set forth therein.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of September, 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. | 112-62-107 | Goal 42 LLC | 2325 West Mission Timber Circle |
| 2. | 107-18-141 | L & L Flagstaff Development LLC | 4100 East Butler Avenue |
| 3. | 114-13-023 | SA Family Trust U/T.A DTD 8-3-04 Susan Chasin Scharf TTE | 4601 East Green Mountain Drive |
| 4. | 112-24-011A | Chabad of Flagstaff Inc. | 930 West University Avenue |
| 5. | 117-06-053 | Kent V. Hotsenpiller | 2590 North Oakmont Drive |
| 6. | 102-08-094 | Aaron & Jamie Gustafson | 1450 North Fort Valley Road |
| 7. | 112-22-008 | Daniel David Gitomer | 1480 West Shullenbarger Drive |
| 8. | 101-08-023 | Flagstaff Historical Preservation LLC | 604 North Beaver Street |
| 9. | 101-01-011C | OIC LLC | 900 North San Francisco Street |
| 10. | 107-22-064 | Mews Living Trust | 2500 North Sweet Clover Way |
| 11. | 103-19-002 | Consolidated Investment Co., Inc. | 1300 South Milton Road |

- C. On May 5, 2020, the Flagstaff City Council adopted Ordinance 2020-11, which made various amendments to the Flagstaff Zoning Code.
- D. The respective owners of the following parcels in Flagstaff (collectively “the Miscellaneous Amendment Properties”) owned the Properties on the date of enactment listed above:

| | APN | Property Owner | Address |
|----|------------|--------------------|-------------------------|
| 1. | 103-15-021 | Flag Holdings, LLC | 418 South Leroux Street |
| 2. | 103-15-019 | Flag Holdings, LLC | 404 South Leroux Street |

- 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 June and July 2022, the owners of the HOH and Miscellaneous Amendment 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) Miscellaneous Amendment Properties Binding Waiver of Enforcement. That the amendments to the Flagstaff Zoning Code adopted by Ordinance 2020-11 shall be modified for the Miscellaneous Amendment Properties as follows:
 - a. The minimum lot with requirement for a stacked triplex will remain fifty (50) feet instead of the adopted change of seventy-five (75) feet.
- 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 July 7, 2022:

Flag Holdings, LLC by its

Date

ORDINANCE NO. 2020-11

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 – MISCELLANEOUS PART 1"; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend Title 10 of the Flagstaff City Code, Chapters 10-20, 10-30, 10-40, 10-50, and 10-80, and Appendix 2, to ensure, among other things, to correct known errors and conflicts, incorporate technical corrections and clarity, modify existing and add new requirements, provisions, and definitions of the Zoning Code; and

WHEREAS, A citizen review session was held at the Planning Commission work session on January 22, 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 February 26, 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 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 entitled *Case No. PZ-19-00125 Updates to Zoning Code 2020 – Miscellaneous Part 1*," 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. 2020-17.

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 – Miscellaneous Part 1*" 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. 2020-17 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.

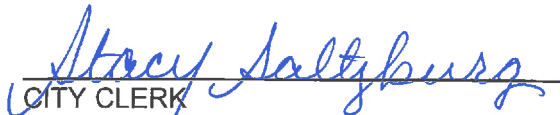
SECTION 9. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

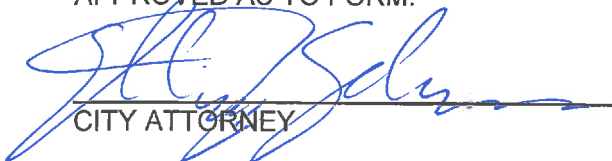
PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of May, 2020.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

RESOLUTION NO. 2020-17

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 - MISCELLANEOUS PART 1"

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. 2020-11, 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 - Miscellaneous Part 1" 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 5th day of May, 2020.



MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

Exhibits:

- A. Case No. PZ-19-00125 Updates to Zoning Code 2020 – Miscellaneous Part 1

Case No. PZ-19-00125 Updates to Zoning Code 2020 – Miscellaneous Part 1


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 10-20.30 Common Procedures, Section 10-20.30.050 Concept Plan Review, to add Subsection B. Applicability, as follows:

Section 10-20.30.050 Concept Plan Review

- B. Applicability. Concept plan review is required for the following:
1. All developments requiring site plan review and approval (Section 10-20.40.140);
 2. Any change of use that triggers an increase in required parking;
 3. A proposed duplex;
 4. ~~Nonstructural remodeling~~ **Structural modifications to** ~~of~~ **an exterior façade that is visible from a public way, including, but not limited to, public and private streets, public trails and paths, and alleys;** and
 5. A proposed single-family residence located on a parcel that is not part of a platted subdivision.

Section 2. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-20.30 Common Procedures, Section 10-20.30.050 Concept Plan Review, to add Subsection E Expiration., as follows:

Section 10-20.30.050 Concept Plan Review

E. Expiration.

1. **A concept plan application shall expire one year from the date of the application approval unless the Director has issued a written notice of authorization to the applicant allowing the submittal of a site plan review application, or an application for the next stage in the development review.**

Revision Date: 03/25/2020

Exhibit A
Resolution No. 2020-17

2. The concept plan application shall expire one year from the date that the Director has issued written authorization to the applicant allowing for the submittal of a site plan review application, or an application for the next stage in the development review.
3. The Director may authorize a one-time extension of 90 days of a concept plan application approval. The applicant shall submit a written request for an extension to the Director at least 14 days prior to the date of concept plan expiration.

Section 3. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-20.40 Permits and Approvals, Section 10-20.40.080 Minor Improvement, subsection D. Exemptions., as follows:

10-20.40.080 Minor Improvement Permits

- D. Exemptions. Children’s play houses and tree houses less than 200 square feet in floor area **and animal keeping shelters less than 50 square feet** do not require the approval of an application for a Minor Improvement Permit.

Section 4. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-20.40 Permits and Approvals, Section 10-20.40.090 Minor Modifications to Development Standards, Table 10-20.40.090.A, Types of Minor Modifications Allowed, Types of Minor Modifications Allowed number 6, as follows:

| Table 10-20.40.090.A Types of Minor Modifications Allowed | |
|---|-----------------------------|
| Types of Minor Modifications Allowed | Maximum Modification |
| 6. An increase in the floor area ratio (FAR) Gross Floor Area Ratio (GFAR) for commercial or industrial developments. | 10% |

Section 5. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-20.40 Permits and Approvals, Section 10-20.40.140 Site Plan Review and Approval, sub-section C. Application for Site Plan Review., paragraph 4. Expiration., as follows:

10-20.40.140 Site Plan Review and Approval

C. ~~Application for~~ Site Plan Review Application.

4. ~~Expiration. An approved site plan shall be valid for a period of one year following the date upon which the final approval became effective. If, at the expiration of this period:~~
 - a. A Site Plan Review application shall expire one year from the date that the application was submitted, unless the application has been approved. The Director may authorize a one-time 90 day extension beyond the original expiration date of an application that has

not yet been approved or denied. The applicant shall submit a written request for an extension to the Director at least 14 days prior to the date of the Site Plan expiration.

- b. An approved Site Plan shall expire one year from the date the approval was issued if:
- ~~a. The subject property has not been improved for the development for which it was approved and construction permits have not been issued and construction commenced and diligently pursued toward completion of the site for which the site plan approval was originally granted; or~~
 - ~~b. A certificate of occupancy has not been issued for structure(s) which were the subject of the site plan approval; or~~
 - ~~c. The site has not actually been occupied for a permitted use if no building permit or certificate of occupancy is required;~~
 - i. A building or encroachment permit has not been issued for the improvements related to the site plan;
 - ii. The issued building or encroachment permit(s) has/have expired for site plan related improvement;
 - iii. A building or encroachment permit is not required, and the lot or parcel has not been used for purpose for which the site plan was approved; or
 - iv. The Director has not granted a request to extend the Site Plan approval.

~~Then the site plan approval shall expire, unless a request for an extension of time is made by the applicant to the Director at least 30 days prior to the date of the expiration of the original approval in accordance with established application submittal scheduling requirements. A site plan approval subject to expiration may be extended one time only for an additional one year by the Director; provided, that no revisions to the development are necessary to comply with amendments to the Zoning Code that may have taken effect since the time of the original approval. Upon the expiration of the original site plan approval, if no extension has been granted or no application for the same has been submitted, or a granted time extension has expired, then the original site plan approval shall be considered as expired, and a new site plan shall be submitted for approval in the same manner as an original application for site plan review and approval (Section 10-20.40.140).~~

The Director may authorize a one-time one-year, extension beyond the original expiration date of an approved site plan, provided that no revisions to the proposed development are necessary to comply with any amendments to the Zoning Code that may have taken effect since the time of the original approval. The applicant shall submit a written request for an extension to the Director at least 14 days prior to the date of the expiration.

Section 6. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-20.50 Amendments to the Zoning Code Text and the Zoning Map, Section 10-20.50.030 Initiation of Amendments, as follows:

10-20.50.030 Initiation of Amendments

A. Owner Initiation.

1. A property owner , or an agent authorized by the property owner in writing , may ~~apply for a Zoning Map or text amendment~~ submit:
 - a. a Zoning Map Amendment application for the owner's property which is subject to the application; or
 - b. a Zoning Code Text Amendment to amend the zone and related provisions that directly regulate owner's property.
 2. In the event that a real property owner files an application for a Zoning Map amendment that includes property other than that owned by the applicant, the applicant shall file, on a form provided by the Director, a petition in favor of the request signed by the real property owners representing at least 75 percent of the land area to be included in the application. The petition shall bear the property owners' signatures and addresses, the legal description and land area of each property represented on the petition, the total land area represented by the petition, and the total land area of individual properties included in the application.
- B. **City Council.** The Director on behalf of the **City Council** may initiate ~~an amendment to the text of this a Zoning Code Text Amendment application or the a Zoning Map Amendment application.~~ **Applications for amendments** An application initiated by the **City Council** shall be signed by the Director.
- C. **Withdrawal.** An applicant may withdraw **a Zoning Code Text Amendment application or a Zoning Map Amendment** ~~an application for an amendment to this Zoning Code or the Zoning Map~~ at any time. **On behalf of the City Council, the Director may withdraw an application initiated by the City Council.**

Section 7. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-20.50 Amendments to the Zoning Code Text and the Zoning Map, Section 10-20.50.040 Procedures, to add Subsection N. Conditions of Approval. Paragraph 2, subparagraph c. as follows:

10-20.50.040 Procedures

N. Conditions of Approval.

2. Such conditions of approval may include, but are not limited to:
 - c. Limitations on the height, setbacks, **FAR GFAR**, or other standards specific to the approved zone which are more restrictive than the applicable requirements of Division 10-40.30, Non-Transect Zones, or 10-40.40, Transect Zones;

Section 8. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-20.50 Amendments to the Zoning Code Text and the Zoning Map, Section 10-20.50.040 Procedures, to add Subsection N. Conditions of Approval. Paragraph 4, as follows:

10-20.50.040 Procedures

N. Conditions of Approval.

4. The concept zoning plan upon which the Zoning Map amendment may be approved establishes the development entitlement for the subject property. As the approval is based on a concept zoning plan, some flexibility in the layout of the property may therefore be approved by the Director; provided, that no additional external impacts to surrounding uses and infrastructure will result and there is no increase or decrease in **FAR GFAR**, lot coverage, number of dwelling units, or building height in excess of that permitted in Table 10-20.40.090.A (Types of Minor Modifications Allowed). As an example, if the concept zoning plan shows a building placed in close proximity to a street so that it has a strong relationship to the street and with parking behind it, the location and shape of the building may be adjusted; provided, that the same relationship to the street with the parking area in the rear is maintained. Similarly, internal circulation or parking areas may be adjusted; provided, that there is no impact to the location or design of access driveways or streets, and no additional impacts on adjoining City streets.

Section 9. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-30.50: Public Improvements, Section 10-30.50.030 Public Improvements Defined, as follows:

10-30.50.030 Public Improvements Defined

- A. Public improvements mean any right-of-way, easement, access right or physical improvement that is required to mitigate the impacts of new development, as determined by an appropriate impact study, and which, upon formal acceptance by the City, becomes the responsibility of the City for ownership, maintenance and repair, unless provided by others, including the maintenance of sidewalks and certain landscaping. (See City Code Chapter 8-01.) Such public improvements may include, but are not limited to, roadways and alley sections including pavement, base course, street lights, curbs and gutters, **parkway**, sidewalks or urban trails and FUTS trails, traffic control improvements, right-of-way landscaping and irrigation systems, drainage facilities, fire hydrants and utilities, including water, sewer, gas, electric power, telephone, and cable television, and all other improvements which, upon completion, are intended to be for the use and enjoyment of the public.

Section 10. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-30.60: Site Planning Design Standards, Section 10-30.60.090 Open Spaces, Civic Spaces, and Outdoor Public Spaces, subsection B. Applicable to Non-Transect Zones., as follows:

10-30.60.090 Open Spaces, Civic Spaces, and Outdoor Public Spaces

B. Applicable to Non-Transect Zones. The following standards are additional standards that apply in non-transect zones.

1. Civic or Public Space Requirement.

- a. Nonresidential developments larger than 20,000 square feet in gross floor area shall provide a minimum of five percent of the **site Development Site Area** as an outdoor pedestrian amenity space that serves as a transition space between a parking area and the entrance(s) to a building. This outdoor pedestrian amenity space may include a landscape oasis area as defined in Section 10-50.60.050(C), Oasis Allowance, structures providing protection from the weather, benches, tables, or other pedestrian friendly features.
- b. Residential developments with 50 or more dwelling units shall provide a minimum of five percent of the **site Development Site Area** in civic spaces that are either privately held and open to the public or publicly owned and set aside as a civic space. Appropriate civic types are established in Chapter 10-70, Specific to Civic Spaces.
- c. Development sites that provide civic spaces are allowed the following:
 - (1) A five percent reduction of on-site forest and/or slope resource protection standards as required by Division 10-50.90, Resource Protection Standards, is permitted when on-site design conforms to the Flagstaff Area Open Spaces and Greenways Plan and public non-motorized pedestrian and bicycle access is included when applicable.
 - (2) A **2.5 two-and-a-half** percent reduction of on-site forest or slope resource protection standards as required by Division 10-50.90, Resource Protection Standards, is permitted when resources are consolidated with adjacent properties and it can reasonably be determined that the resources on the adjacent property will be protected.
 - (3) A five percent reduction in required on-site landscaping as required by Division 10-50.60, Landscaping Standards, is permitted when public space is provided on-site.

Section 11. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.030 Residential Zones, Table 10-40.30.030.C. Residential Zones – Building Form and Property Development Standards., Residential development subdivided by a plat that was recorded before December 5, 2011 , as follows:

| 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 recorded plat. on the final plat approved by the City Council and recorded. When a recorded plat does not have setbacks delineated, the Building Placement Requirements of this table shall govern. | | | | | | |
| Setbacks | (2) Any lot(s) created or reconfigured in accordance with the subdivision code on or after December 5, 2011, from a lot(s) platted before December 5, 2011, shall conform with the current requirements of the property's zone zone, unless alternate lot sizes and setbacks are approved by the City Council on a final plat that is recorded. | | | | | | |

Section 12. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.030 Residential Zones, Table 10-40.30.030.C. Residential Zones – Building Form and Property Development Standards., Building Form Requirements, Building Height (max.), to add reference notes 7, 8 and 9, to add an End Notes 7, 8 and 9, and to modify Other Requirements, Open Space (% of Gross Lot Area)¹¹, as follows:

| Table 10-40.30.030.C. Residential Zones – Building Form and Property Development Standards. | | | | | | | |
|--|-------------------|-----|-----|-----|--------------------------|------------------|-----|
| | Residential Zones | | | | | | |
| | RR | ER | R1 | R1N | MR | HR | MH |
| Building Form Requirements | | | | | | | |
| Building Height (max.) Building Height (max.)^{7, 8, and 9} | 35' | 35' | 35' | 35' | 35' | 60' ⁴ | 30' |
| Other Requirements | | | | | | | |
| Open Space (% of Gross Lot Area Gross Lot Area Development Site Area) ¹¹ | -- | -- | -- | -- | See Table 10-40.30.030.A | | |
| End Notes | | | | | | | |

**Table 10-40.30.030.C.
Residential Zones – Building Form and Property Development Standards.**

| | Residential Zones | | | | | | |
|----|--|----|----|-----|----|----|----|
| | RR | ER | R1 | R1N | MR | HR | MH |
| 7. | 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. | | | | | | |
| 8. | 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. | | | | | | |
| 9. | Steeple, 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. | | | | | | |

Section 13. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, 10-40.30.040 Commercial Zones, Table 10-40.30.040.B. Commercial Zones – Allowed Uses, Services, to add Kennel, Animal Boarding in alphabetical order, modify note 9, and add note 11, as follows:

**Table 10-40.30.040.B.
Commercial Zones – Allowed Uses**

| | Specific Use Regulations | Commercial Zones | | | | |
|---|--------------------------|------------------|----|------------------|----|----|
| | | SC | CC | HC | CS | CB |
| Services | | | | | | |
| Kennel, Animal Boarding | 10-40.50.195 | -- | -- | UP ¹¹ | -- | -- |
| End Notes | | | | | | |
| 9. Single-family and duplex land uses building types (see Division 10-50.110) 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. A conditional use permit is required for all other building types and multifamily residential uses with three or more units regardless of the size of the lot or parcel. | | | | | | |
| 11. Outdoor kenneling of animals is prohibited. | | | | | | |

Section 14. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, 10-40.30.040 Commercial Zones, Table 10-40.30.040.C. Commercial Zones – Building Form and Property Development Standards., Building Form Requirements, Building Height (max.), amended reference note 6, and to add reference notes 8, 9 and 10, and to add an End Notes 8, 9 and 10, as follows:

| Table 10-40.30.040.C. Commercial Zones – Building Form and Property Development Standards. | | | | | |
|---|-------------------------|---------------------------|------------------|------------------|------------------|
| | Commercial Zones | | | | |
| | SC | CC | HC | CS | CB |
| Building Form Requirements | | | | | |
| Building Height (max.) Building Height (max.) ^{8, 9 and 10} | 35' | 60' ^{4, 7} | 60' ⁴ | 60' ⁴ | 60' ⁴ |
| Density Requirements | | | | | |
| Gross Density (units/acre) (max.) (Not Applicable to Mixed Use) | | | | | |
| Areas of the City without the Resource Protection Overlay (RPO), | 13 | ----- 29 ----- | | | |
| Areas of the City inside of a pedestrian shed of an activity center delineated on the General Plan, with or without the RPO | 13 | ----- 29 ----- | | | |
| 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 | ----- 22 ----- | | | |
| Gross Density (units/acre) (max.) (Not Applicable to Mixed Use) | 13 | ----- 29 ----- | | | |
| End Notes | | | | | |
| 6. Residential uses with more than two units are allowed as part of a mixed-use development located above or behind the commercial uses and uses , or as a planned residential development (Section 10-40.60.280). | | | | | |
| 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. | | | | | |

**Table 10-40.30.040.C.
Commercial Zones – Building Form and Property Development Standards.**

| | Commercial Zones | | | | |
|---|------------------|----|----|----|----|
| | SC | CC | HC | CS | CB |
| 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. | | | | | |

Section 15. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, 10-40.30.050 Industrial Zones, Table 10-40.30.050.B. Industrial Zones – Allowed Uses, End Note 7, as follows:

**Table 10-40.30.050.B.
Industrial Zones – Allowed Uses**

| End Notes |
|---|
| 7. Allowed use with applied FAR GFAR standards (see Table 10-40.30.050.C). |

Section 16. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, 10-40.30.050 Industrial Zones, Table 10-40.30.050.C. Industrial Zones – Building Form and Property Development Standards, Building Form Requirements, to add notes reference 7, 8 and 9 to Building Height (max), delete FAR and add GFAR in the standards, to delete FAR and add GFAR in End Notes 3, 4, 5, and 6, and to add an End Notes 7, 8 and 9, as follows:

**Table 10-40.30.050.C.
Industrial Zones – Building Form and Property Development Standards**

| | Industrial Zones | | |
|---|------------------|-------------------|-------------------|
| | RD | LI/LI-O | HI/HI-O |
| Building Form Requirements | | | |
| Building Height (max.) Building Height (max.) ^{7, 8, 9} | 60' ² | 60' ² | 60' ² |
| Gross FAR (max. area of all uses on a property) | 0.50 | 1.50 ³ | 2.50 ³ |
| Indoor Commercial Recreation (max. FAR GFAR area) ^{4, 5} | -- | 0.30 | -- |
| Heavy Retail/Service (max. FAR GFAR area) ^{4, 5} | -- | 0.30 | 0.30 |

**Table 10-40.30.050.C.
Industrial Zones – Building Form and Property Development Standards**

| | Industrial Zones | | |
|---|------------------|------------|---------|
| | RD | LI/LI-O | HI/HI-O |
| Office/Lodging (max. FAR GFAR area) ^{4, 5} | ----- | 0.38 | ----- |
| All other commercial uses that are allowed in a corresponding industrial zone with a FAR GFAR limitation. (max. FAR GFAR area) ^{4, 5} | -- | 0.25 | -- |
| Live/Work (max. FAR GFAR area) ^{4, 5} | End Note 6 | End Note 6 | -- |
| End Notes | | | |
| 3. Retail use allowed in these industrial zones are subject to the additional FAR GFAR standards. See Section 10-40.30.050(F), Miscellaneous Requirements – LI-O and HI-O Zones. | | | |
| 4. Where a development includes more than one commercial use, the total commercial floor area shall not exceed the greater of the maximum FAR GFAR areas allowed. The maximum FAR GFAR of the commercial uses allowed is not cumulative. An individual use that has a maximum FAR restriction shall not exceed the FAR GFAR allowed for the use. Example: A development is proposed with two commercial uses, the first use (Services) has a maximum FAR GFAR restriction of 0.30 and the second use (Office) has maximum FAR GFAR restriction of 0.38. The total maximum FAR GFAR for all commercial use in the development is 0.38 since it is the greater of the two commercial uses. If Service uses of the development are to have a FAR GFAR of 0.30, then the remaining 0.08 FAR GFAR may be used for the Office use. The total maximum FAR GFAR of both uses shall not exceed 0.38, and the Service use shall not exceed 0.30 since it is restricted to an FAR GFAR of 0.30. | | | |
| 5. The allowed commercial uses in the industrial zone that have a limitation on the max. FAR GFAR are specified in Table 10-40.30.050.B. | | | |
| 6. The total commercial floor area of a Live/Work development shall be limited to the corresponding commercial use and related max. FAR GFAR specified for the property's corresponding zone. | | | |
| 7. 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. | | | |
| 8. 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. | | | |
| 9. Steeple, 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. | | | |

Section 17. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.060 Public and Open Space Zones, subsection C. Public and Open Space Zones – Building Form Standards, Building Form Requirements, Building Height (max.), to add reference notes 3, 4 and 5, and to add an End Notes 3, 4 and 5, as follows:

C. Public and Open Space Zones – Building Form Standards

| Building Form Requirements | | | |
|---|------------------|----|----|
| Building Height (max.) | 60' ² | -- | -- |
| Building Height (max.)^{3, 4, 5} | | | |

- | End Notes | | | |
|---|--|--|--|
| 3. 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. | | | |
| 4. 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. | | | |
| 5. 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. | | | |

Section 18. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.020 Applicability, subsection D. Exemptions., as follows:

10-40.40.020 Applicability

- A. The requirements of this division shall apply to all proposed development within transect zones, and shall be considered in combination with any applicable standards in Division 10-40.50, Overlay Zones, and the standards for the applicable zone in Chapter 10-50, Supplemental to Zones.
- B. In transect zones where **a historic an overlay district zone** applies (See Section 10-40.50.030, Overlay Zones), the **historic-district overlay** standards shall apply in addition to those applied through the transect zones. **If there is a conflict between transect standards and the overlay standards, the more restrictive standard shall govern, unless:**
 - 1. **The overlay zone requirements state that the overlay zone standards shall govern; or**

2. The Heritage Preservation Commission determines that the less restrictive standard is necessary to maintain the historic nature or context of the property, structure, or area within the Historic Overlay Zone.

C. Based on the Zoning Map or an approved regulating plan, a parcel may be designated with both a non-transect and a transect zone designation. In this case, a property owner may apply either the standards of the non-transect zone or the transect zone, but in no case may the standards from both zones be applied at the same time. If a property owner decides to select a transect zone they must sign before a notary public a contractual agreement that runs with the land on a form prepared by the City and approved by the City Attorney’s Office, stating that transect zone standards hold precedence over the non-transect zone standards when in conflict. The City shall record the contractual agreement.

D. The Historic Preservation Officer may recommend, and the Historic Preservation Commission may approve an exemption from the transect frontage provisions if the commission finds that the:

- 1. Exemption is necessary to maintain the historic nature of the structure or property; and**
- 2. Property is eligible to be listed on the National Register of Historic Places.**

If the Historic Preservation Commission approves an exemption, the Commission may require reasonable Conditionals of Approval to maintain the historic nature of the structure or property.

Section 19. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.50: Overlay Zones, Section 10-40.50.030 Overlay Zones, subsection C. Building Form Standards., Density and Lot Size Requirements, to delete Net FAR, as follows:

10-40.50.030 Overlay Zones

C. Building Form Standards.

| Building Form Standards | AO | DO | LO | RPO ¹ | TO |
|--|---|----|----|------------------|----|
| Density and Lot Size Requirements | | | | | |
| Net FAR | ----- Refer to underlying zoning ----- | | | | |

Section 20. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, to add section 10-40.60.195 Kennel, Animal Boarding, to the list of sections of the Division, in numerical order, as follows:

Division 10-40.60: Specific to Uses

10-40.60.195 Kennel, Animal Boarding

Section 21. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, to add section 10-40.60.195 Kennel, Animal Boarding, as follows:

10-40.60.195 Kennel, Animal Boarding

- A. An Animal Boarding Kennel in the Highway Commercial (HC) zone shall comply with the following:**
- 1. Maximum Gross Floor Area: 10,000 square feet;**
 - 2. Prior to the issuance of a building permit, or occupancy of the building area if a building permit is not required, an Arizona Registrant shall certify that the perimeter walls and ceiling/roof of the Animal Boarding Kennel area will be, or have been (if a building permit is not required), constructed to comply with a sound transmission class of not less than 50, or an Arizona Registrant shall certify that the perimeter walls and ceiling/room of the Animal Boarding Kennel area were field tested and comply with a sound transmission class of not less than 45, in accordance with the American Standard Test Method publication ASTM E90 Standard Test Method for Laboratory Measurements of Airborne Sound Transmission Loss of Building Partitions and Elements, as amended; and**
 - 3. No outdoor activities shall be allowed.**

Section 22. Amend Title 10 FLAGSTAFF ZONING CODE, Chapter 10-40: Specific to Zones, to add Division 10-40.60 Specific to Uses, to add to the list of division of the Chapter, in numerical order, as follows:

**Chapter 10-50:
Supplemental to Zones**

Divisions:

- 10-50.10 Purpose**
- 10-50.20 Architectural Design Standards**
- 10-50.25 Basements, Basement Garages, Building Stem Walls, Crawl Spaces, and Podium Parking Structure Walls**
- 10-50.30 Building Height**
- 10-50.40 Encroachments**
- 10-50.50 Fences and Screening**
- 10-50.60 Landscaping Standards**
- 10-50.70 Outdoor Lighting Standards**
- 10-50.80 Parking Standards**
- 10-50.90 Resource Protection Standards**
- 10-50.100 Sign Standards**
- 10-50.110 Specific to Building Types**
- 10-50.120 Specific to Private Frontages**

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Section 23. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.20: Architectural Design Standards, Section 10-50.20.020 Applicability, subsection A., as follows

10-50.20.020 Applicability

- A. The standards found within this division shall apply to all development within the City in accordance with the requirements and procedures established in Section 10-20.40.140, Site Plan Review and Approval, and as follows:
1. Applications for site plan review or expansions involving commercial, **duplex**, multifamily **(duplex and greater)**, business park, and institutional uses that:
 - a. Contain greater than 1,000 square feet of gross floor area; or
 - b. Include expansions greater than 25 percent of gross floor area. Building additions, either with a single addition or cumulative additions subsequent to February 1, 2002 (the effective date of the Design Review Guidelines adopted into the 1991 Land Development Code), will count towards the 25 percent expansion of gross floor area;
 2. Applications for conditional use permits;
 3. Applications involving facade changes to **street frontage** building **and structure** elevations **that are visible from a public way, including, but not limited to, public and private streets, public trails and paths, and alleys;** and
 4. Applications for new development in historic districts which shall comply with these standards as well as any design standards established for the district.

Section 24. Amend Title 10 FLAGSTAFF ZONING CODE, Chapter 10-50: Supplemental to Zones, Divisions:, to add Division 10-50.25 Crawl Spaces and Building Stem Walls, and subsection therein, in numerical order, as follows:

Chapter 10-50: Supplemental to Zones

10-50.25 Basements, Basement Garages, Building Stem Walls, Crawl Spaces, and Podium Parking Structure Walls

10-50.25.010 Applicability.

A. The standards found within this division shall apply to all development in the City of Flagstaff.

10-50.25.020 Development Standards.

A. **Basements and Basement Garages.** The portion of an exterior wall of a basement or basement garage that projects above grade and is visible from a public or private street, or a driveway, shall not exceed 10 feet in height, measured from the abutting finished grade to the finished floor of the first floor of the structure above the finished grade. The exterior of the walls shall be finished with architectural materials and colors consistent with the design of the building. The Director may approve alternative materials and color that are consistent with the design of the building, provided that the alternative materials and color maintains a consistent design theme.

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B. Building stem walls and crawl spaces:

1. Shall not exceed five feet in height, except as allowed in subsection B.1.a. of this section, measured from the abutting finished grade to the first finished floor of the structure above the abutting finished grade.
 - a. The Director may approve a taller stem wall or crawl space up to height no greater than one-foot above the minimum regulatory flood elevation of the first lowest floor elevation that is required to comply with Title 12 Floodplains of the City Code. This allowance may only be approved for residential habitable areas of a development.
2. Exterior walls shall be finished with architectural materials and colors that consistent with the design of the building; and
3. Shall be screened from a public or private street, or driveway, with landscaping when taller than three feet.

C. Podium parking structure exterior walls shall be designed as a building element that is cohesively integrated into the remainder of building's architectural design, including the consistent use of detailing, fenestrations, architectural materials and colors. The Director may approve alternative materials and color that are consistent with the design of the building, provided that the alternative materials and color maintains a consistent design theme.

Section 25. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.30 Building Height, Section 10-50.30.030 How Building Height Is Measured, as follows:

10-50.30.030 How Building and Structure Height Is Measured

~~This section provides the methodology used to measure the height of a building in terms of number of feet above grade and the number of floors. The methodology applies to primary and accessory buildings and structures. The maximum height of a building or structure is established in Chapter 10-40, Specific to Zones, and Section 10-40.60.020, Accessory Buildings and Structures.~~

~~A. Applicable to All Zones.~~

~~1. Building Height Plane.~~

- ~~a. The building height plane defines the maximum height that a building may be built. The building height plane follows the natural grade of the site and shall be measured as follows:
 - ~~(1) Shall be an imaginary plane parallel to the natural grade;~~
 - ~~(2) Shall be measured vertically at the maximum height allowed in the a zone as established in Chapter 10-40, Specific to Zones, and Section 10-40.60.020, Accessory Buildings and Structures; and~~
 - ~~(3) The Applicants shall be responsible for compliance with the height requirements of this division and verification of the field accuracy of contour data.~~~~
- ~~b. Primary buildings with a roof pitch greater than 6:12 shall be allowed an additional five feet above the maximum building height in the zone. Accessory buildings and structures regardless of roof pitch shall not be allowed any additional building height.~~

2. Overall Building Height.

- a. ~~Overall building height shall be measured vertically from the natural grade or finished grade adjacent to the building exterior to the highest point of any roof element, including the top of a parapet, the top of a mansard roof, or the highest point of the highest pitched roof, whichever yields the greatest height.~~
- b. ~~Overall building height shall not exceed the building height plane, described in subsection (A)(1) of this section, except as follows:~~
 - (1) ~~The following elements attached to a building shall be excluded from the height measurement with the limitation that the total area covered by such elements shall not exceed 20 percent of the roof area of the building:~~
 - ~~(a) Chimneys;~~
 - ~~(b) Stair and elevator towers;~~
 - ~~(c) Mechanical equipment; and~~
 - ~~(d) Steeples, towers and other unoccupied architectural features; provided, that such features may extend a maximum of 20 percent above the building height plane allowed for the zone.~~
 - (2) ~~The following elements attached to a building shall be excluded from the height measurement with no limitations on the roof area covered by such elements:~~
 - ~~(a) Flagpoles; and~~
 - ~~(b) Solar collectors.~~
 - (3) ~~The height of flagpoles shall be limited to the allowable building height of the zone in which it is located. (Refer to the Building Form Standards tables in Chapter 10-40, Specific to Zones.)~~

Figure 10-50.30.030A. Building height plane for an undeveloped site (not drawn to scale).

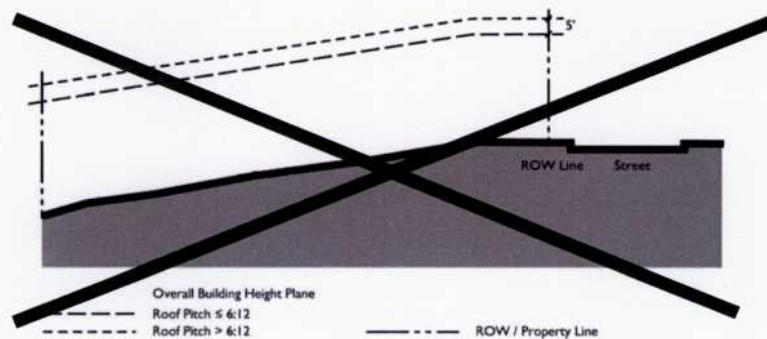


Figure 10-50.30.030B. Pitched roof building height measurements (not drawn to scale).

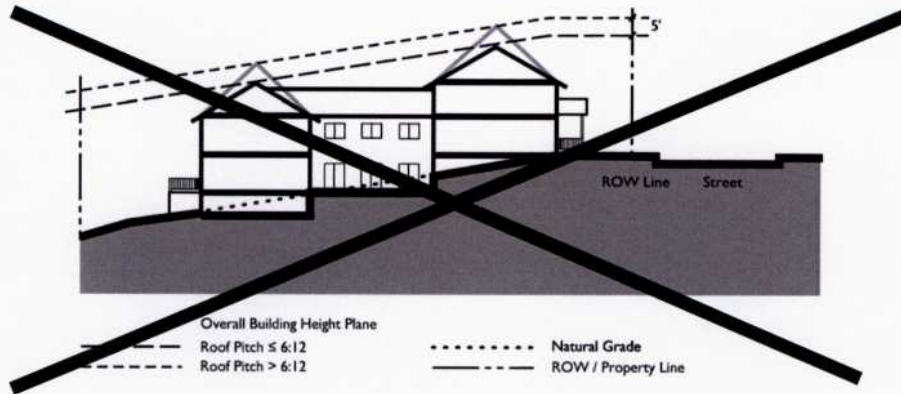
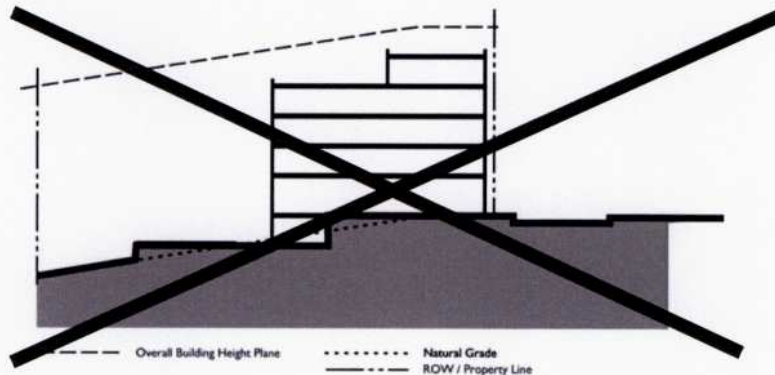


Figure 10-50.30.030C. Flat roof building height measurements (not drawn to scale).



3. Crawl Spaces.

- a. Unfinished crawl spaces shall be included in the height calculation.
- b. Unfinished crawl spaces taller than three feet shall be screened with landscaping from view of public streets or thoroughfares.
- c. Unfinished crawl spaces shall not exceed five feet in height measured from the exterior finished grade to the finished floor of the floor above.

4. Basements/Basement Garages. Exterior walls of basements or basement garages visible from a street shall not exceed nine feet in height measured from the exterior finished grade to the finished floor of the floor above.

A. Purpose. This section provides the methodology used to measure the height of all structures.

B. Building and Structure Height.

1. The height of any building or structure shall be measure from the natural grade or finished grade in accordance with the following:
 - a. Natural Grade. The height shall be measured vertically from the top of any point of a structure or building element, including the top of a parapet, the top of a mansard roof, screen wall or pitched roof, to the natural grade directly beneath the point measured, unless the finished grade abutting the building or structure is below the natural grade.

When a height is measured to natural grade, it includes any material used to raise the grade to a finished grade above the natural grade.

- b. **Finished Grade.** When the finished grade abutting a building or structure is below the natural grade, the finished grade shall be used to measure the height.
 - (1) When the finished grade is used, the height shall be measured vertically from the top of any point of a structure or building element, including the top of a parapet, the top of a mansard roof, screen wall or pitched roof, to the lowest finished grade abutting the building or structure that is nearest to a point directly below the point measured. The finished grade outside of doors, landings, light wells, patios, stairways, windows, and similar below grade improvements that provide access or fenestrations to a below grade level are excluded from the building height, provide that the finished grade for these improvements does not extend more than eight feet horizontally from the building.
 - c. The height of all points a structure or building measured in accordance with applicable provisions of subsection B.1.a. or B.1.b. of this section, shall comply with the maximum allowed height of the property's zone.
- 2. Exposed crawl spaces, building stem walls (including stem walls of a basement) podium parking structure and building walls, shall be included in the height calculation.
 - 3. Flagpoles and spires, including similar structures, shall not exceed the maximum allowed building height of the property's zone.

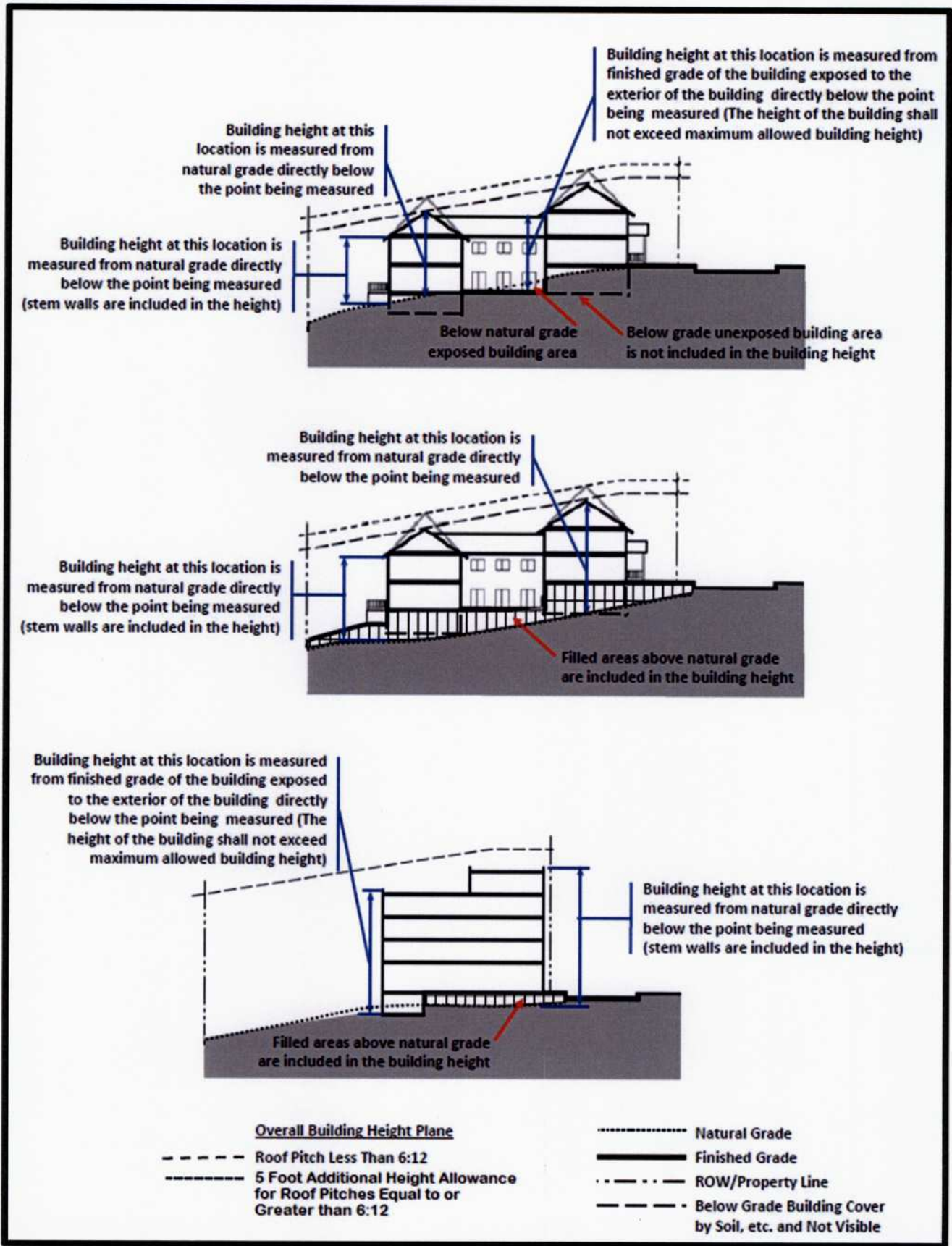


Figure 10-50.30.030.B.
Method of Measuring Building Height

Revision Date: 03/25/2020

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Section 26. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.50 Fences and Screening, 10-50.50.030 Siting and Building Standards, subsection C. Fences and Walls Between Different Land Uses., paragraph 2, as follows:

Section 10-50.50.030 Siting and Building Standards

C. Fences and Walls Between Different Land Uses.

2. Solid fences and walls between residential, recreation, education, public assembly, and retail uses may replace a portion of the required buffer requirements, as identified in Table 10-50.60.040.B, Buffer and Screening Requirements, with **vegetated fencing evergreen plant material** upon Director approval.

Section 27. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.50 Fences and Screening, , subsection D. Equipment Screening., as follows:

Section 10-50.50.040 General Fencing and Screening Standards

D. Equipment Screening.

1. In all zones, rooftop mounted mechanical ~~and electrical service~~ equipment ~~must be screened from public view to the height of the tallest equipment with materials architecturally compatible with the finishes and character of principal structures as shown in Figure 10-50.50.040B, Rooftop Equipment Screening.~~ shall be:
 - a. Centrally located on the roof to the maximum extent feasible; and
 - b. Screened by a parapet or roof feature on all sides that is no shorter than the tallest object being screened as shown in Figure 10-50.50.040.D.1., Rooftop.

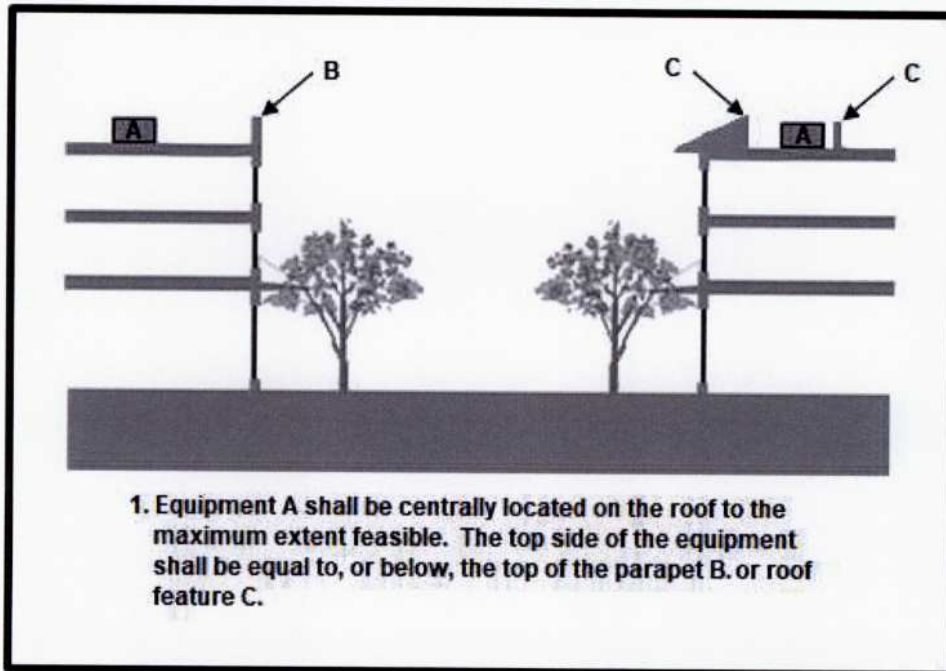
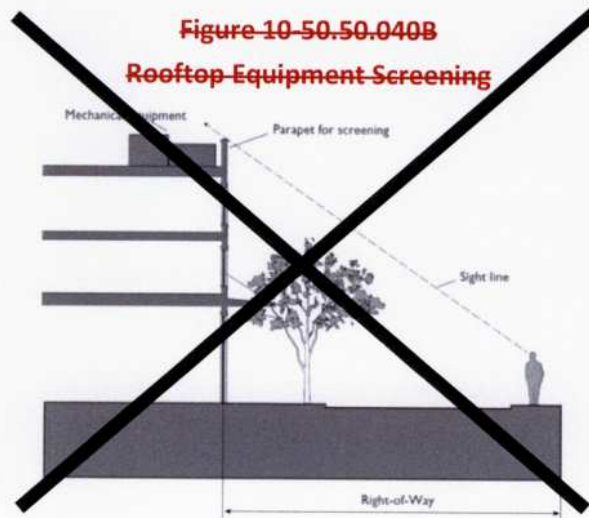


Figure 10-50.50.040.D.1.
Rooftop Equipment Screening

- 2. Mixed-use, multiple-family, and non-residential Developments.
- 2. a. ~~In all zones, ground mounted mechanical~~ Ground-mounted, or elevated, mechanical equipment must be screened from surrounding properties, alleys and streets, or enclosed within a building.



- b. Wall-mounted mechanical and electrical service equipment, satellite dishes, and utilities (hereafter the "Equipment") shall be screened from surrounding properties, alleys and streets.
 - i. As an alternative to screening the Equipment, the Director may approve a design that integrates the Equipment into the architecture of the building if any of the following apply:
 - (a) The Equipment will not be visible from a surrounding property, alley or street at a location equal to, or less than, the height of the Equipment;
 - (b) The screening of the Equipment would prohibit wireless communication with the Equipment, and there is no other alternate location on the development site to place the Equipment;
 - (c) The screening would prohibit proper ventilation of the Equipment as required by the Building Code, Fire Code, or a public utility, and there is no other alternate location on the development site to place the Equipment; or
 - (d) Other similar condition as determined by the Director.

Section 28. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.60: Landscaping Standards, Section 10-50.60.010. Purpose and Benefits, Table 10-50.60.010.A: Benefits of Sustainable Landscaping, Screening, as follows:

10-50.60.010 Purpose and Benefits

Table 10-50.60.010.A: Benefits of Sustainable Landscaping

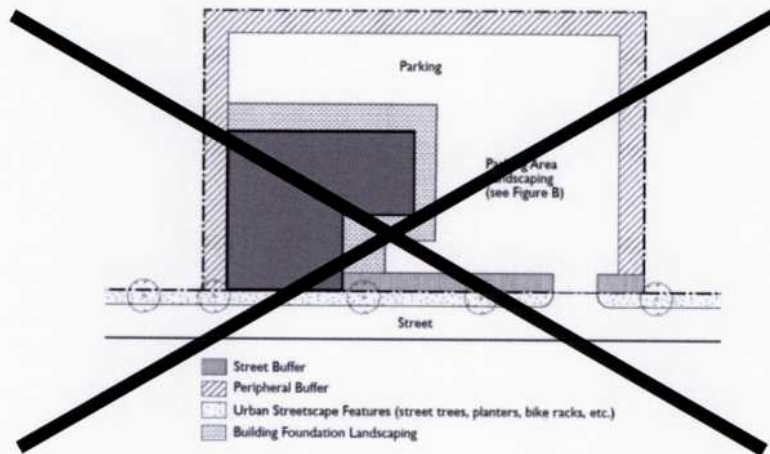
| | |
|-----------|--|
| Screening | Plants can Evergreen plants may be used to screen incompatible adjacent uses or above ground and on-site utilities. |
|-----------|--|

Section 29. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.60: Landscaping Standards, Section 10-50.60.040 Landscape Location Requirements, subsection B. Nonresidential Zone Buffers, as follows:

10-50.60.040 Landscape Location Requirements

~~B.—Nonresidential Zone Buffers. Landscaping shall be applied through landscaping buffers in nonresidential zones. There are two types of nonresidential landscaping buffers: street buffers and peripheral buffers. Foundation landscaping (see subsection (C) of this section) is also required (see Figure 10-50.60.040A). These buffers shall be landscaped in compliance with Section 10-50.60.050, Landscaping Standards.~~

Figure 10-50.60.040A

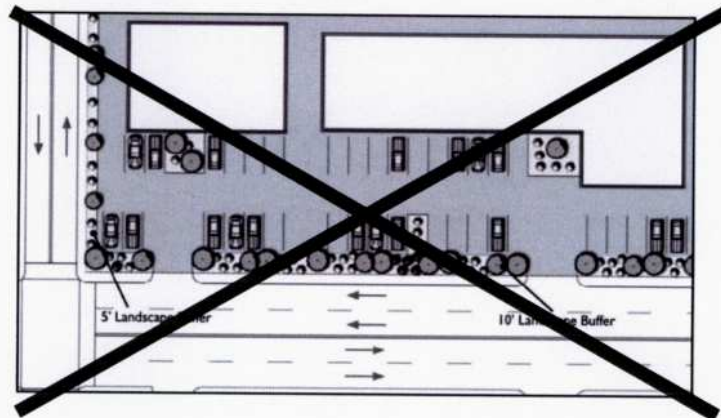


Location of Required Landscape Areas

- 1. Street Buffers.** A landscaped street buffer with a minimum width of 10 feet is required along the street frontage of a site as measured from the street property line (see Figure 10-50.60.040B), except:
 - a.** Street buffers fronting streets with two traffic lanes may be reduced to five feet. If the street buffer is reduced to five feet adjacent to industrial uses or heavy retail/services uses, a six-foot fence shall be located behind the buffer in compliance with Division 10-50.50, Fences and Screening.
 - b.** The City Engineer may approve the placement of up to five feet of the required 10-foot width of required landscaping within the adjacent right-of-way.
 - c.** In non-transect zones and transect zones T5 and T6, required street buffer landscaping along a frontage is not required where an urban form is proposed and buildings are located close to or at the back of the sidewalk or on a property line. However, consistent with the standards established for streets (thoroughfares) in Chapter 10-60, Specific to Thoroughfares, a wider sidewalk to accommodate active pedestrian uses and activities, sidewalk cafes, tree wells, planters, and the placement of such amenities as bike racks, potted plants, or benches is required.

Figure 10-50.60.040B

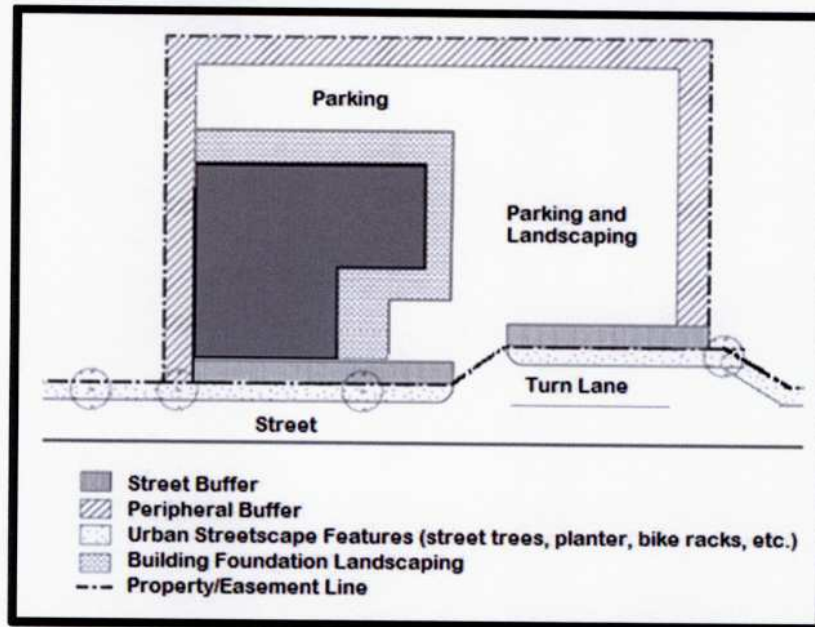
Street Buffer



B. Nonresidential Zone Landscape Buffers. There are two types of landscaping buffers requirements. The landscape buffers are: street landscape buffers and peripheral landscape buffers. The landscape buffers shall be planted in accordance with Section 10-50.60.050, Landscaping Standards.

- 1. Street Landscape Buffers.** The buffers shall be provided on the lot or parcel, and abutting the street property/easement line (see Figure 10-50.60.040.B.1.), unless the provisions of subsections B.2. or B.3. of this section, apply. The buffers shall conform with the following:
 - a. Transect and Non-Transect Zoned Properties Located Within the Area Delineated by the Downtown Regulating Plan.**
 - (1) Minimum buffer width abutting a street with a total of four travel lanes, or greater: 10 feet, unless a smaller width is allowed in B.1.a.(3), below.
 - (2) Minimum buffer width abutting a street with a total of two travel lanes: 5 feet, unless a smaller width is allowed in B.1.a.(3), below.
 - (3) Properties that are zoned Main Street (T5) and T6 Downtown (T6) do not require street landscape buffer abutting a street, although additional width is required for pedestrian improvements in accordance with Chapter 10-60, Specific to Thoroughfares.
 - b. Properties with an Industrial Zone Designation.**
 - (1) Minimum buffer width abutting a street with a total of four travel lanes: 10 feet.
 - (2) Minimum buffer width abutting a street with a total of two travel lanes: 10 feet, unless:
 - (a) The director may approve a buffer width equal to, or great than, five feet, and less than ten feet, when the following criteria have been met:

- i. The lot or parcel is a corner lot or parcel that does not abut a Key Lot or an alley that abuts a Key Lot;
 - ii. The reduced buffer would abut a street adjacent to the street side yard of a corner lot or parcel; and
 - iii. A six-foot fence or wall shall be provide abutting the buffer in compliance with Division 10-50.50, Fences and Screening.
- c. Street Landscape Buffers on All Other Properties.
- (1) Minimum buffer width abutting a street: 10 feet.



Location of Required Landscape Areas

Figure 10-50.60.040.B.1.

- 2. When a public sidewalk or other public improvements are located within the property boundaries, the landscape buffer shall be measured from the interior edge of the sidewalk or improvements, whichever is nearer to the interior of the property.
- 3. Upon review of an applicant's separate written request to the Planning Director, the Planning Director in consultation with the City Engineer may approve the reduction of a required 10-foot wide landscape street buffer to no less than five feet adjacent to the street property line(s), after any required dedications. To approve a request, the Planning Director in consultation with the City Engineer, shall find that:
 - a. The existing site constraints of the property substantially limit the ability to provided the buffer on the property;
 - b. The right-of-way adjacent to the property is at least 10 feet wider than the minimum right-of-way width of the corresponding street cross section specified in Title 13 of the City Code and is not needed for future public sidewalk, street, trail, or other city transportation or infrastructure improvements; and

- c. **At no time shall the building be closer than 10 feet from the interior side of a sidewalk or similar right-of-way improvements, as measured from the point nearest to the interior of the property.**

Section 30. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.60: Landscaping Standards, Section 10-50.60.040 Landscape Location Requirements, to modify the title of subsection D. Parking Area Landscape Standards, and modify paragraph 3. Screening Parking Areas., as follows:

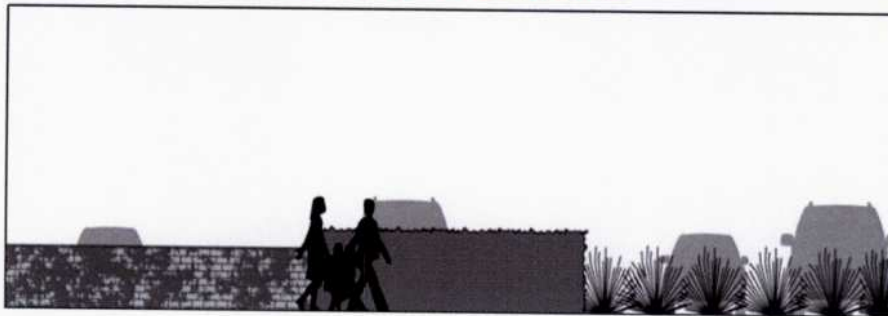
10-50.60.040 Landscape Location Requirements

D. Parking Area Landscape Standards – Residential Multiple-Family Residential and Nonresidential. Nonresidential Development.

3. Screening Parking Areas.

- a. In addition to subsection (D)(1) of this section, planting and screening along the boundaries of parking areas that are adjacent to a street shall be used to break up continuous parking areas by providing color and interest through the use of appropriate landscape materials and through the preservation of existing vegetation.
- b. Landscape screening along the perimeter of parking areas shall be a minimum of three and one-half feet in height. One of the following methods of forming a screen along the full length of the parking area located adjacent to a street shall be used, except where breaks are needed to provide access for pedestrians, bicycles, vehicles, or a required clear view zone (Refer to Engineering Standards, Section 13-10-06-0002, Intersection Sight Triangles, Clear View Zones). Figure 10-50.60.040F illustrates the methods for screening parking.
 - (1) Solid fencing or wall meeting the requirements of Division 10-50.50, Fences and Screening.
 - (2) ~~Shrubs~~ **Evergreen shrubs** planted at sufficient density to form a significant screen within three years of initial planting. Refer to Table 10-50.60.050.B, Required Plant Quantities, and Table 10-50.60.050.C, Plant Sizes, for required plant size and quantities for parking lot screening.
 - (3) Any combination of the above.

**Figure 10-50.60.040F
Screening of Parking Areas**



**Figure 10-50.60.040F
Screening of Parking Areas**

- (4) Landscaping Materials. Landscaping shall be a combination of ground cover, shrubs, and trees. (See Section 10-50.60.050, Landscaping Standards.)
- (5) Plant Protection. Landscape areas susceptible to damage by vehicular or pedestrian traffic must be protected by appropriate means, such as curbs, bollards or low walls provided they are not in conflict with applicable standards for intersection sight triangles as established in the Engineering Standards.

Section 31. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80 Parking Standards, Section 10-50.80.040 Number of Motor Vehicle Parking Spaces Required, Table 10-50.80.040.A: Number of Motor Vehicle Parking Spaces Required, Retail Trade, to add: Tap Room, in alphabetical order, as follows:

| Use | Number of Required Spaces |
|--------------|---------------------------|
| Retail Trade | |
| Tap Room | 1 per 300 gsf |

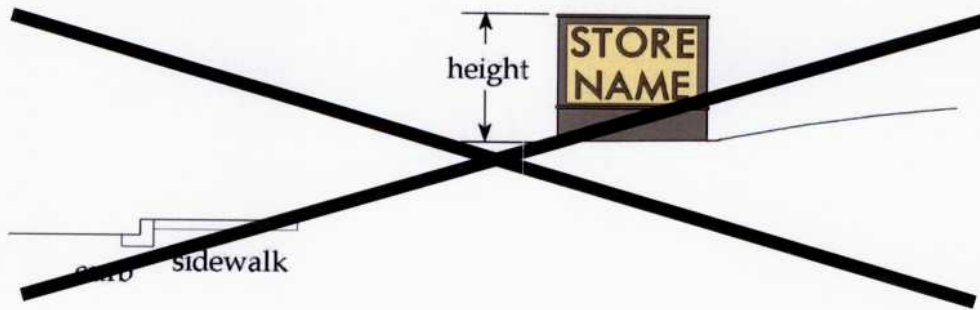
50.80.040 Number of Motor Vehicle Parking Spaces Required

Table 10-50.80.040.A: Number of Motor Vehicle Parking Spaces Required

Section 32. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.100 Sign Standards, Section 10-50.100.050 General Requirements for All Signs, Figure 10-50.100.050E, as follows:

10-50.100.050 General Requirements for All Signs

~~**Figure 10-50.100.050E
Freestanding Sign Height – Signs Higher than the Grade of an Adjacent Road**~~



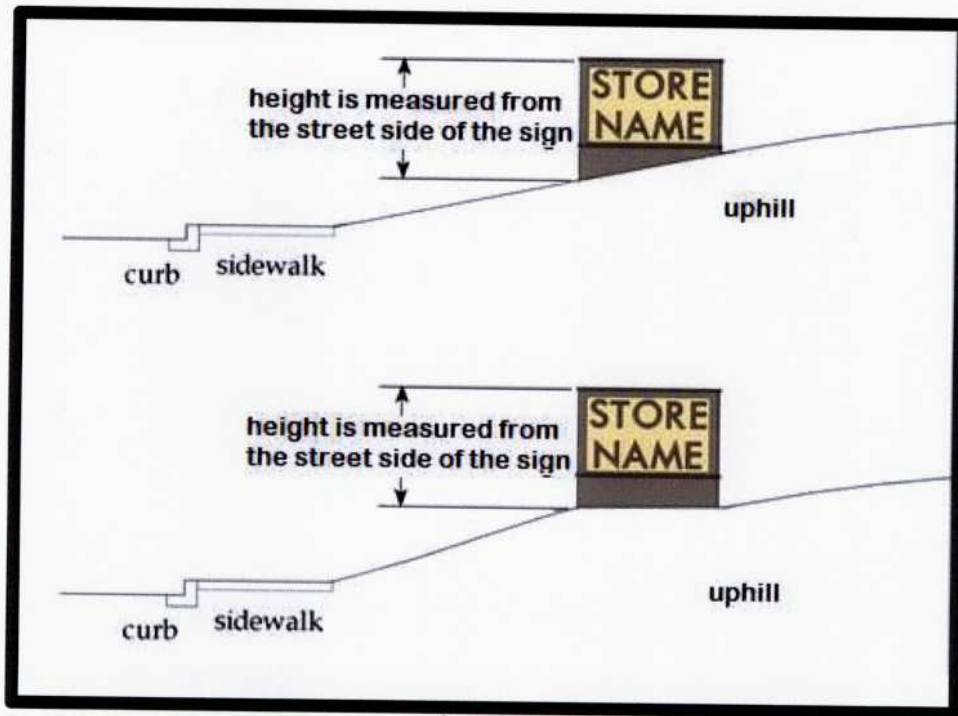


Figure 10-50.100.050E
Freestanding Sign Height – Signs Higher than the Grade of an Adjacent Road

Section 33. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.100 Sign Standards, Section 10-50.100.100 Sign Districts of Special Designation, Table 10-50.100.100.A: Local Examples of Signs Appropriately Designed for the Flagstaff Central District, as follows:

Section 10-50.100.100 Sign Districts of Special Designation

Figure 10-50.100.100A
Local Examples of Signs Appropriately Designed for the Flagstaff Central District





Figure 10-50.100.100A

Local Examples of Signs Appropriately Designed for the Flagstaff Central District

Section 34. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.100 Sign Standards, Section 10-50.100.100 Sign Districts of Special Designation, Figure 10-50.100.100A Standards for Building Mounted Signs in Flagstaff Central District, Individual Sign Area for Each Business, as follows – including adding gridlines and shading to the table:

| Standard | Standard Allowance |
|--|---|
| Total Sign Area for a the Multi- and Single-Tenant Building | The greater of: (1) The number of building entries ¹ + 1 sign X 30 sq. ft. (e.g. if a building has 6 entries the Total Sign Area = 6 + 1 X 30 = 210 sq. ft.); or (2) 100 sq. ft. max. |
| Individual Sign Area for Each Business in a Multi-Tenant Building | The lesser of: (1) 1 sq. ft. to 1 linear ft. of the width of the business space served by an entrance ² ; or (2) 100 sq. ft. max.; or (3) The total sign area for the building. |
| Number of Signs | Number of building entries entries ¹ + 1. |

Table 10-50.100.100.A: Standards for Building Mounted Signs in Flagstaff Central District

| Standard | Standard Allowance |
|---|---|
| Sign Placement | <p>(1) No higher than the lesser of either:</p> <ul style="list-style-type: none"> (1) (a) The second story sill level; or (2) (b) On or above the expression line of any building; or (3) (c) Not above any visible roofing material on the building element; or (4) (d) Max. 25 feet. <p>(2) At least 1 sign shall be associated with the building entry zone¹ (may be wall mounted, projecting, awning, etc.).</p> <p>(3) Sign copy on awnings is only permitted on first story windows.</p> <p>(4) Where multiple businesses use a common entrance, a common sign shall be placed adjacent to the sidewalk level building entry³.</p> |
| Painted Building Mounted Signs | <p>(1) Shall comply with Table 10-50.100.060.C.</p> <p>(2) The requirement for three dimensional form required in the Findings for Signs Proposed in the Central District shall not apply.</p> |
| Illumination | See Section 10-50.100.050(C). |
| Permitting | Sign permit is required. |
| End Notes | |
| <p>¹ 1. Building entries in this context do not include service entries or separate doors for lodging rooms. A series of doors grouped together shall be considered one building entry.</p> <p>² 2. Where a building has multiple frontages (i.e., a corner building), the shortest frontage shall apply.</p> <p>³ 3. Two or more businesses served by a common entrance are considered one business for sign computation purposes.</p> | |

Section 35. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, as follows:

**Division 10-50.110:
Specific to Building Types**

Sections:

- 10-50.110.010 Purpose**
- 10-50.110.020 Applicability**
- 10-50.110.030 Building Types Overview**
- 10-50.110.040 Carriage House**
- 10-50.110.050 Single-Family Estate**
- 10-50.110.060 Single-Family House**
- 10-50.110.070 Single-Family Cottage**
- 10-50.110.080 Bungalow Court**
- 10-50.110.090 Duplex, Side-by-Side**
- 10-50.110.100 Duplex, Stacked**
- 10-50.110.110 Duplex, Front-and-Back**
- 10-50.110.120 Stacked Triplex**
- ~~10-50.110.120~~ **10-50.110.130 Townhouse**
- ~~10-50.110.130~~ **10-50.110.140 Apartment House**
- ~~10-50.110.140~~ **10-50.110.150 Courtyard Apartment**
- ~~10-50.110.150~~ **10-50.110.160 Live/Work**
- 10-50.110.170 Apartment Building**
- ~~10-50.110.160~~ **10-50.110.180 Commercial Block**

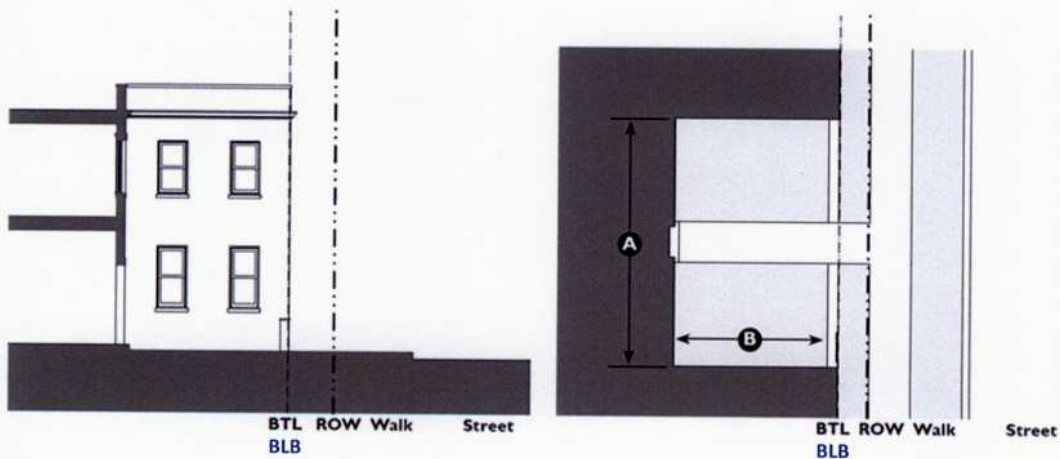
Section 36. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110 Specific to Building Types, Section 10-50.110.120 Stacked Triplex, Subsection B. Lot, and delete End Note 1, as follows:

Section 10-50.110.120 Stacked Triplex

| | |
|---|----------------------------|
| B. Lot | |
| Lot Size¹ Size | |
| Width | 50' min.; 75' max. |
| | 75' min.; 100' max. |
| Depth | 100' min.; 150' max. |
| End Note | |
| ¹Applies to newly created lots. | |

Section 37. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.120 Specific to Private Frontages, Section 10-50.120.080 Forecourt, to amend graphic and the associated key, as follows – including adding gridlines and shading to the table:

10-50.120.080 Forecourt

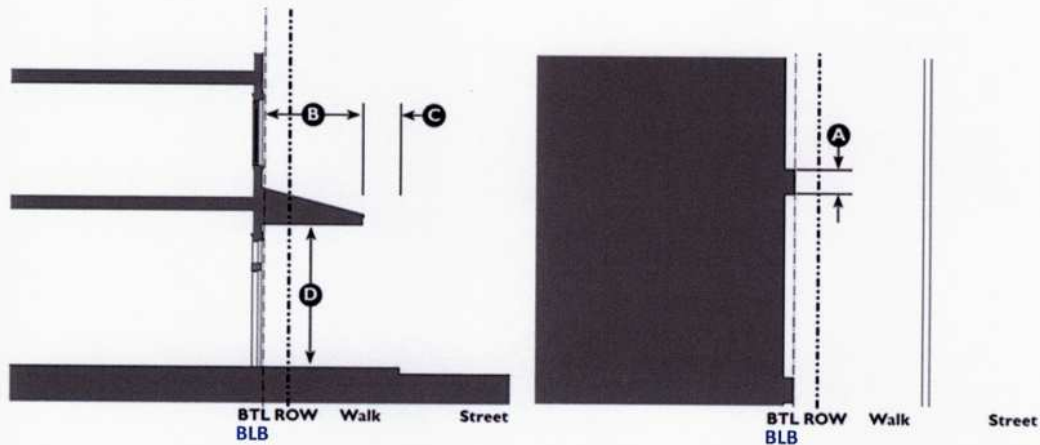


| Key | |
|-------|--|
| ---- | ROW/Property Line |
| ---- | Setback-Line |
| | BLT BTL - Build to Line (Transect Zones) |
| ----- | BLB -Back of Landscape Buffer (Non-Transect Zones), which shall be measured from the property line/right-of-way line in all situations, including Planned Residential Developments. |

Figure 10-50.120.080 Forecourt

Section 38. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.120 Specific to Private Frontages, 10-50.120.100 Shopfront, to amend the graphic and the associated key, as follows – including adding gridlines and shading to the table:

10-50.120.100 Shopfront

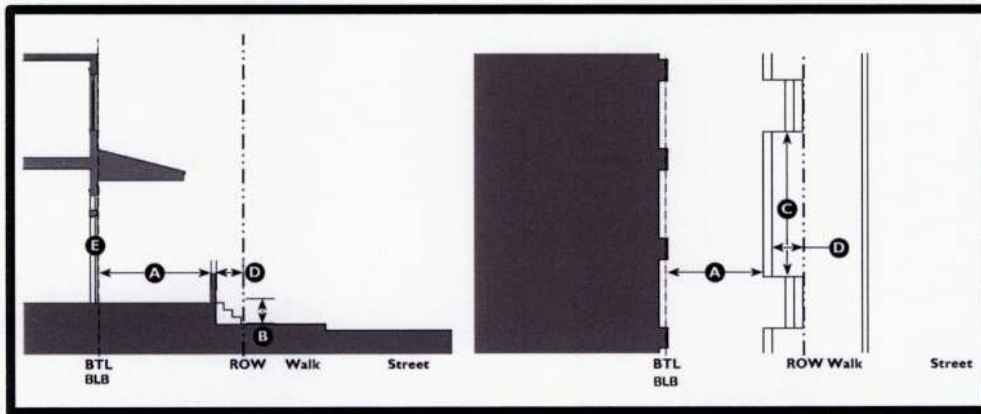
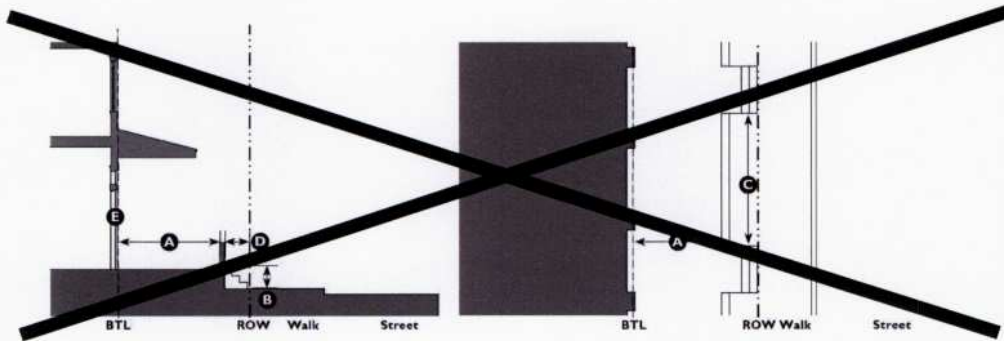


| Key | |
|-----------------|--|
| ---- | ROW/Property Line |
| ---- | Setback-Line |
| | BLT BTL - Build to Line (Transect Zones) |
| ----- | BLB -Back of Landscape Buffer (Non-Transect Zones), which shall be measured from the right-of-way line in all situations, including Planned Residential Developments. |

Figure 10-50.120.100 Shopfront

Section 39. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.120 Specific to Private Frontages, Section 10-50.120.110 Terrace Shopfront, to amend the graphic and the associated key, as follows – including adding gridlines and shading to the table:

10-50.120.110 Terrace Shopfront



| Key | |
|----------------|--|
| ---- | ROW/Property Line |
| --- | Setback Line |
| --- | BLT BTL- Build to Line (Transect Zones), unless a greater setback is required by the sum of the distance of A and D. |
| ---- | BLB -Back of Landscape Buffer (Non-Transect Zones), which shall be measured from the right-of-way line in all situations, including Planned Residential Developments, unless a greater setback is required by the sum of the distance of A and D. |

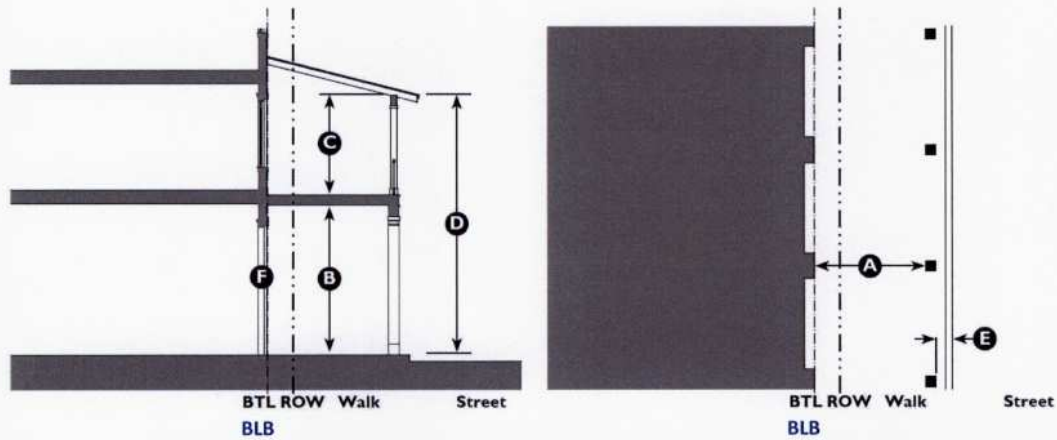
Figure 10-50.120.110 Terrace Shopfront

Revision Date: 03/25/2020

Exhibit A
Resolution No. 2020-17

Section 40. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.120 Specific to Private Frontages, 10-50.120.120 Gallery, to amend the graphic and the associated key, as follows – including adding gridlines and shading to the table:

10-50.120.120 Gallery



| Key | |
|----------------|---|
| - · · - | ROW/Property Line |
| X | Setback Line |
| --- | BLT BTL - Build to Line (Transect Zones) |
| --- | BLB-Back of Landscape Buffer (Non-Transect Zones), which shall be measured from the right-of-way line in all situations, including Planned Residential Developments. |

Figure 10-50.120.120 Gallery

Section 41. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, and Building Functions, 10-80.20.010 Definitions "A", to delete the terms "Acreage, Gross", and "Acreage, Net", as follows:

~~**Acreage, Gross: Ground area, including all proposed and existing streets within a development or subdivision.**~~

~~**Acreage, Net: The remaining ground area after deleting all portions for proposed and existing streets within a development or subdivision**~~

Section 42. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, and Building Functions, 10-80.20.040 Definitions "D", to delete the terms "Density", modify "Development Site", "Development, Multiple-Family", and "Duplex", and to add the terms "Density, Gross" and "Development Site Area" in alphabetical order, as follows:

~~Density: The number of dwelling units within a standard measure of land area, usually given as units per acre.~~

- ~~1. Density, Gross (GD): The quotient of the total number of dwelling units divided by the base site area of a site.~~
- ~~2. Density, Net (ND): The quotient of the total number of dwelling units divided by the net buildable site area on a site.~~

Density, Gross: is the number of dwelling units allowed on one acre of a development site. The density of a development is calculated by the total number of dwelling units divided by the total acreage of the Development Site Area.

Development - Multiple-Family: Is a development (including a residential condominium) consisting of any number of structures, or portion thereof, that contains a total of three or more dwelling units on a lot or parcel

Development Site: Any Is any plot lot or parcel of land, or combination of contiguous lots or parcels of land, whether under common ownership or multiple ownership, which constitutes a site on which development is proposed, ~~under construction,~~ or exists.

Development Site Area: Is the total area of a development site, excluding all existing dedications for public rights-of-way or private street tract(s).

Duplex: A residential building designed to be occupied by two families living independently of each other with two attached or detached dwelling units on one lot or parcel. ~~Said~~ If attached, the units may be attached front-to-back or side-to-side with a common or party wall, or stacked one atop the other with a common ceiling-floor separating the units.

- ~~1. Front-to-Back: An attached building type with two independent living units with one unit placed behind the other and sharing a common or party wall.~~
- ~~2. Side-by-Side: An attached building type with two side-by-side independent living units sharing a common or party wall.~~
- ~~3. Stacked: An attached building type with two independent living units stacked one on top of the other~~

Section 43. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, and Building Functions, Section 10-80.20.060 Definitions, "F", pertaining to the terms "Finished Grade", "Floor Area Ratio, Gross (GFAR)", and delete "Floor Area Ratio, Net (FAR)", as follows:

Finished Grade: Existing is the man-made topography of a site at the completion of construction grading.

Floor Area Ratio, Gross (GFAR): An intensity measured as a ratio derived by dividing the total floor area in square feet of a building or structure all buildings or structures on a development site by the base development site area in square feet (or lot area as modified for established development districts).

~~Floor Area Ratio, Net (FAR): An intensity measured as a ratio derived by dividing the total floor area of a building or structure by the net buildable site area.~~

Section 44. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.090 Definitions, "I", the term Industrial, Heavy – General, as follows:

Industrial, Heavy – General: Construction, manufacturing, transportation, and public utilities, and those uses which that may have severe potential for negative impact on any uses located relatively close to them. Differs from light industrial uses in that it includes uses that require unenclosed structures that are large, tall, and unsightly, such as concrete batching plants. These uses also have enormous the potential for generation of dust, noise, and odor and may involve large amounts of exterior storage. Because of their scale, they are likely to have a regional impact. This term specifically includes, but is not limited to, the following uses:

| | |
|---|--------------------------|
| Chemicals and allied products (except drugs) | Primary metal industries |
|---|--------------------------|

| | |
|-----------------------------------|--|
| Electrical distribution equipment | Processing of animal/fish oils and meat products |
|-----------------------------------|--|

| | |
|---------------------------------|-------------------------|
| Electrical industrial apparatus | Railroad transportation |
|---------------------------------|-------------------------|

| | |
|--------------------------------|-----------------------------------|
| Heavy construction contractors | Rubber and miscellaneous plastics |
|--------------------------------|-----------------------------------|

| | |
|-----------------|--|
| Leather tanning | Sawmills, planing mills and storage of logs, paper, pulp, or paperboard mills |
|-----------------|--|

| | |
|--------------------------------------|--|
| Manufacturing of alcoholic beverages | Stone, clay and glass products including concrete plants |
|--------------------------------------|--|

| | |
|-----------|--------------------------|
| Machinery | Transportation equipment |
|-----------|--------------------------|

| | |
|-----------------------------|---|
| Petroleum and coal products | Utility, production or processing facilities, but not offices or transmission or distribution |
|-----------------------------|---|

Section 45. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.110 Definitions "K", to add the term "Key Lot" and the Figure 10-80.20.110. Key Lot., as follows:

Key Lot: is a lot or parcel that abuts a corner lot that has its side lot line in common with the rear lot line of the corner lot, or alley abutting rear lot line of the corner lot, and the lot fronts on to a street that forms the street side of the corner lot.

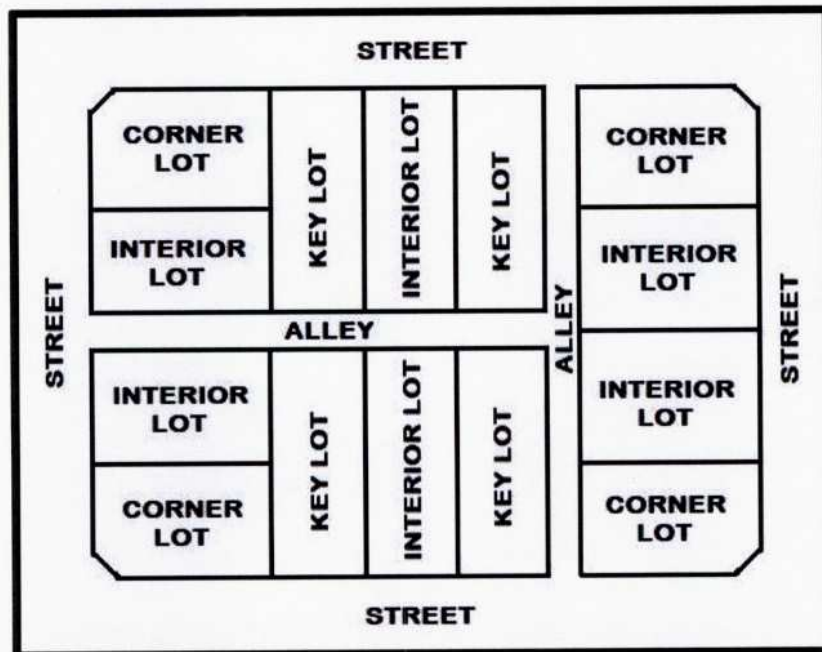


Figure 10-80.20.110. Key Lot.

Section 46. 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", for the term "Micro-brewery or Micro-distillery", as follows:

10-80.20.130 Definitions, "M"

Micro-brewery or Micro-distillery: A facility engaged in the production, bottling, and packaging of beer and other fermented ~~malt~~ beverages or spirituous beverages **that contain ethanol. ~~on-site that may include a taproom in which guests/customers may sample or purchase the product.~~ A taproom may be included in a Micro-brewery or Micro-distillery, subject to the requirements of the Zoning Code.**

Section 47. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.140 Definitions, "N", to add the term "Natural Grade", as follows:

Natural Grade: is the natural terrain elevation of the land prior to any grading that disturbs the land.

Section 48. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.150 Definitions, "O", for the terms

Outdoor ~~Storage or~~ Display: The ~~storage or~~ display of any personal or business materials, products, or equipment outside of a building.

Section 49. 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 term "Railroad Shop", as follows:

Railroad Shop: is a facility that builds new and/or repairs locomotives and railroad cars, including the fabrication of parts.

Section 50. Amend Title 10 FLAGSTAFF ZONING CODE, APPENDICES, to repeal Appendix 2.0 Planning Fee Schedule, and adopt Appendix 2.0 Planning Fee Schedule, as follows:

**Appendix 2
Planning Fee Schedule**

- A. By separate ordinance, the City Council shall adopt applicable fees for planning and related applications and/or services.**
- B. The applicable fee schedule shall be available at the Community Development Division.**

ORDINANCE NO. 2020-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "*CASE NO. PZ-19-00125 UPDATES TO ZONING CODE 2020 – HIGH OCCUPANCY HOUSING LAND USE*"; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend Title 10 Flagstaff Zoning Code of the Flagstaff City Code, to implement the High Occupancy Housing Plan by adopting modifications to the land use and property development tables, specific to use standards, parking standards, definitions, and the appendixes; and

WHEREAS, a citizen review session was held at the Planning Commission work session on September 23, 2020, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held public hearing on October 28, 2020, and provided a recommendation to City Council on proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services section of the Community Development division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings of Section 10- 20.50.040 of the Flagstaff Zoning Code have been met; and

WHEREAS, that certain document known as "*Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use*", one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2020-59.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. That certain document known as "*Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use*", one(1) paper copy and (1) electronic copy are on file in the office of the City Clerk of the City of Flagstaff, Arizona, which document is declared a public record by Resolution No. 2020-59 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

SECTION 3. The Zoning Code text amendment is consistent with and conforms to the goals of the Regional Plan.

SECTION 4. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

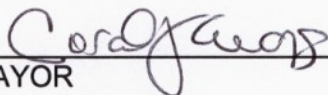
SECTION 8. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

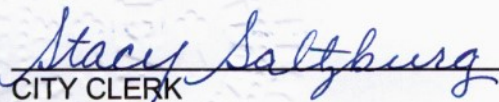
SECTION 9. Effective Date

This resolution shall be effective on March 1, 2021.

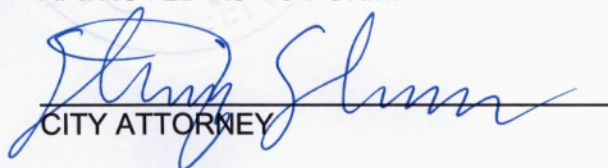
PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of November, 2020.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

RESOLUTION NO. 2020-59

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "CASE NO. PZ-19-00125 UPDATES TO ZONING CODE 2020 - HIGH OCCUPANCY HOUSING LAND USE"

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2020-59, by first declaring said amendments to be a public record.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

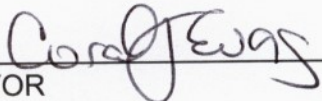
SECTION 1. In General.

That certain document known as "*Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use*" attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041, and said copies shall remain on file with the City Clerk.

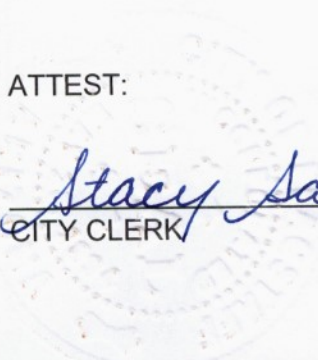
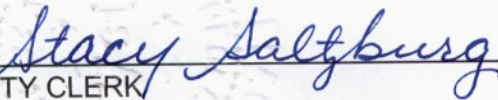
SECTION 2. Effective Date.

This resolution shall be effective on March 1, 2021.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of November, 2020.


MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

Exhibits:

A. Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use

Case No. PZ-19-00125 Updates to Zoning Code 2020 - High Occupancy Housing Land Use


Amendment for Adoption in Flagstaff Zoning Code

HOW TO READ THIS DOCUMENT

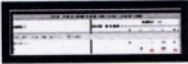
Unless otherwise stated, existing provisions that are being deleted are shown in bold red strikethrough text, like this: ~~Provisions that are being deleted are shown with a bold red strikethrough text.~~

Provisions that are being added are shown in bold blue text, like this: **Provisions that are being added are shown in bold blue text.**

Graphics/Figures that are being deleted are indicated with an "X" over the graphic/figure.

Graphics/Figures that are being added are indicated with a border  around the graphic/figure.

Tables that are being deleted are indicated with an "X" over the Tables.

Tables that are being added are indicated with a thick border  around the Tables.

Bold blue capitalized text, **BOLD BLUE CAPITALIZED TEXT LIKE THIS**, are additions that the City Council made at the November 17, 2020 City Council Meeting

Section 1. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.030 Residential Zones, Subsection B. Residential Zones – Allowed Uses, as follows:

Section 10-40.30.030 Residential Zones

B. Residential Zones – Allowed Uses. The allowed land uses of each of the Residential Zones are shown in Table 10-40.30.030.B.

| Table 10-40.30.030.B. Residential Zones – Allowed Uses. | | | | | | | | |
|--|--------------------------|-------------------|----------------|----|-----|----|----|----|
| Primary Land Use ¹ | Specific Use Regulations | Residential Zones | | | | | | |
| | | RR | ER | R1 | R1N | MR | HR | MH |
| Ranching, Forestry and Animal Keeping | | | | | | | | |
| Animal Keeping | 10-40.60.070 | p ⁶ | p ⁶ | -- | -- | -- | -- | -- |
| Recreation, Education and Assembly | | | | | | | | |
| Commercial Campgrounds | 10-40.60.130 | UP | -- | -- | -- | -- | -- | -- |
| Equestrian Recreational Facilities | | UP | UP | UP | -- | -- | -- | -- |
| Golf Courses and Facilities | | UP | UP | UP | -- | -- | -- | -- |

| | | | | | | | | |
|--|---------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Libraries, Museums | | UP | UP | UP | UP | UP | UP | UP |
| Meeting Facilities, Public and Private | 10-40.60.230 | | | | | | | |
| Regional | | -- | -- | -- | -- | -- | -- | -- |
| Neighborhood | | P/UP ² | P/UP ² | P/UP ² | P/UP ² | P/UP ² | P/UP ² | P/UP ² |
| Outdoor Public Uses, General | | P | P | P | -- | P | P | P |
| Places of Worship | | P/UP ⁵ | P/UP ⁵ | P/UP ⁵ | P/UP ⁵ | P/UP ⁵ | P/UP ⁵ | P/UP ⁵ |
| Schools – Private | | P | P | P | P | P | P | P |
| Schools – Public and Charter | | p ³ | p ³ | p ³ | p ³ | P | P | p ³ |
| Trade Schools | | -- | -- | -- | -- | -- | -- | -- |
| Residential | | | | | | | | |
| Co-housing | 10-40.60.120 | P | P | PRD | -- | P | P | -- |
| Congregate Care Facilities | | UP | UP | UP | UP | P | P | UP |
| Day Care, Centers | 10-40.60.150.B | UP | UP | UP | UP | UP | UP | UP |
| Day Care, Home | 10-40.60.150.A | P | P | P | P | P | P | P |
| Development, Duplex | | PRD | PRD | PRD | P | P | P | -- |
| Development - Cluster, Single-Family | 10-40.60.170 | P | P | -- PRD | -- | -- | -- | -- |
| Development, Multiple- Family | | PRD | PRD | PRD | -- | P | P | -- |
| Development, Single- Family | | P | P | P | P | PRD ⁴ | PRD ⁴ | P |
| Dormitories | | -- | -- | -- | -- | UP | UP | -- |
| Group Home | | P | P | P | P | P | P | P |
| High Occupancy Housing Development, Single-Family | 10-40.60.175 | UP | UP | UP | UP | UP/PRD | UP/PRD | UP |
| High Occupancy Housing Development, Two-units | 10-40.60.175 | UP/PRD | UP/PRD | UP/PRD | UP | UP | UP | -- |
| High Occupancy Housing Development, Three-units | 10-40.60.175 | UP/PRD | UP/PRD | UP/PRD | -- | UP | UP | -- |

| | | | | | | | | |
|---|---------------------|---------------|---------------|---------------|-----------|-----------|-----------|-----------|
| High Occupancy Housing Development, Four-units and Greater | 10-40.60.175 | UP/PRD | UP/PRD | UP/PRD | -- | UP | UP | -- |
| Home Occupation | 10-40.60.180 | P | P | P | P | P | P | P |
| Institutional Residential | | | | | | | | |
| Custodial Care Facilities | | UP | UP | UP | UP | UP | UP | UP |
| Homeless Shelters | 10-40.60.190 | | | | | | | |
| Emergency Shelters | | UP | UP | UP | UP | UP | UP | UP |
| Short Term Housing | | UP | UP | UP | UP | UP | UP | UP |
| Transitional Housing | | UP | UP | UP | UP | UP | UP | UP |
| Sheltered Care Homes | | UP | UP | UP | UP | UP | UP | UP |
| Nursing Homes | | -- | UP | UP | UP | UP | UP | UP |
| Live/Work | 10-40.60.200 | -- | -- | -- | -- | UP/PRD | UP/PRD | -- |
| Manufactured Home | 10-40.60.210 | -- | -- | -- | -- | -- | -- | P |
| Manufactured Home Park | 10-40.60.210.D | -- | -- | -- | -- | -- | -- | P |
| Manufactured Home Subdivision | 10-40.60.210.C | -- | -- | -- | -- | -- | -- | P |
| Mobile Home | | -- | -- | -- | -- | -- | -- | P |
| Planned Residential Development | 10-40.60.280 | P | P | P | P | P | P | -- |
| Rooming and Boarding Facilities | | -- | UP | -- | -- | UP | UP | UP |
| Single Room Occupancy, Fraternities and Sororities | | -- | -- | -- | -- | UP | UP | -- |
| Retail Trade | | | | | | | | |
| Neighborhood Market | | | | | | | | |
| ≤ 1,500 sf | | -- | -- | UP | -- | -- | -- | UP |
| ≤ 2,500 sf | | -- | -- | -- | -- | UP | -- | -- |
| ≤ 5,000 sf | | -- | -- | -- | -- | -- | UP | -- |
| Offices | | -- | -- | -- | -- | -- | UP | -- |

| Services | | | | | | | | |
|--|--------------|----|----|----|----|----|----|----|
| Bed and Breakfast Establishments | 10-40.60.110 | P | P | P | P | P | P | P |
| Cemeteries | | UP | UP | UP | -- | UP | UP | UP |
| Hospitals | | UP | UP | UP | UP | UP | UP | UP |
| Public Services | | | | | | | | |
| Emergency Services | | UP | UP | UP | UP | UP | UP | UP |
| Public Services Minor | | P | P | P | P | P | P | P |
| Public Services Major | | -- | -- | -- | -- | -- | -- | -- |
| Telecommunications Facilities | | | | | | | | |
| AM Broadcasting Facilities | 10-40.60.310 | UP | UP | UP | UP | UP | UP | UP |
| Antenna-supporting Structure | 10-40.60.310 | UP | UP | UP | UP | UP | UP | UP |
| Attached Telecommunication Facilities | 10-40.60.310 | P | P | P | P | P | P | P |
| Colocation Facility | 10-40.60.310 | P | P | P | UP | P | P | P |
| FM/DTV/Low Wattage AM Broadcasting Facilities | 10-40.60.310 | UP | UP | UP | UP | UP | UP | UP |
| Stealth Telecommunication Facilities | 10-40.60.310 | P | P | P | P | P | P | P |
| Transportation and Infrastructure | | | | | | | | |
| Accessory Wind Energy Systems | 10-40.60.040 | P | P | P | -- | P | P | P |
| Urban Agriculture | | | | | | | | |
| Community Garden | 10-40.60.140 | P | P | P | P | P | P | P |
| Nurseries | | UP | -- | -- | -- | -- | -- | -- |
| End Notes | | | | | | | | |
| 1. A definition of each listed use type is in Chapter 10-80, Definitions. | | | | | | | | |
| 2. A conditional use permit is required if liquor is sold or if facilities exceed 250 seats. | | | | | | | | |
| 3. Charter schools proposed in existing single-family residences shall be located on residential lots one acre or greater. Charter schools shall be subject to the review processes established in A.R.S. §15-189.01., as amended. | | | | | | | | |

4. Existing single-family uses and lots recorded in MR and HR, prior to the effective date of this Zoning Code, are considered legal, conforming uses.
5. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.
6. Use is allowed only on a lot or parcel with a net lot area of five acres, or greater.

Key

- P = Permitted Use
 UP = Conditional Use – Requires the Approval of a Conditional Use Permit
 PRD = Allowed Use only when part of a Planned Residential Development (see Section 10-40.60.280)
 UP/PRD = Conditional Use – Requires the Approval of a Conditional Use Permit, and the use shall be part of a Planned Residential Development (see Section 10-40.60.280)
 -- = Use Not Allowed

Section 2. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.030 Residential Zones, Subsection C. Residential Zones – Building Form Standards and Property Development Standards, as follows:

10-40.30.030 Residential Zones

- C. Residential Zones – Building Form Standards and Property Development Standards. The building form and property development standards shown in Table 10-40.30.030.C. shall apply to all property within the corresponding residential zone.

| Table 10-40.30.030.C. Residential Zones – Building Form and Property Development Standards. | | | | | | | |
|--|--|----|----|-----|----|----|----|
| | Residential Zones | | | | | | |
| | RR | ER | R1 | R1N | MR | HR | MH |
| Residential development subdivided by a plat that was recorded before December 5, 2011 | | | | | | | |
| Lot sizes | (1) Lot sizes and setbacks shall be provided in accordance with the requirements delineated on the final plat approved by the City Council and recorded. When a recorded plat does not have setbacks delineated, the Building Placement Requirements of this table shall govern. | | | | | | |
| Setbacks | (2) Any lot(s) created or reconfigured in accordance with the subdivision code shall conform with the current requirements of | | | | | | |

| | | | | | | | |
|--|---|----------------------|------------------|-----------|------------------|-----------------------|-----------|
| | the property's zone, unless alternate lot sizes and setbacks are approved by the City Council on a final plat that is recorded. | | | | | | |
| Building Placement Requirements | | | | | | | |
| Setbacks | | | | | | | |
| Front (min.) | | | | | | | |
| 2nd Floor and Below | 75' | 50' | 15' | 15' | 10' | 10' | 15' |
| Above 2nd Floor | 75' | 50' | 15' | 15' | 15' | 15' | 15' |
| For Parking | -- | -- | 25' ¹ | -- | -- | -- | -- |
| Side (min.) | | | | | | | |
| Side Yard | 10' | 20'min./ 45'total | 8' | 6' | 5' | 5' | 8' |
| Street Side Yard | 25' | 20' | 15' | 6' | 5' | 5' | 12' |
| Rear (min.) | 10' | 60' | 25' ² | 15' | 15' ³ | 15' ³ | 10' |
| Building Form Requirements | | | | | | | |
| Building Height (max.) ^{12,13, and 14} | 35' | 35' | 35' | 35' | 35' | 60' ⁴ | 30' |
| Coverage (max.) | 20% | 17% | 35% | 35% | 40% | 50% | 43% |
| Density Requirements (See Division 10-30.20, Affordable Housing Incentives) | | | | | | | |
| Gross Density (units/acre) | | | | | | | |
| Min. | -- | -- | 2 | 2 | 6 | 10 | -- |
| Max. Outside the RPO | 1 | 1 | 6 | 14 | 14 | 29⁵ | 11 |
| Maximum without the Resource Protection Overlay (RPO) | 1 | 1 | 6 | 14 | 14 | 29⁵ | 11 |
| Maximum with the RPO, inside of a pedestrian shed of an activity center⁽¹⁸⁾ | 1 | 1 | 6 | 14 | 14 | 29⁵ | 11 |
| Max. Within the RPO Maximum with the RPO, outside of a pedestrian shed of an activity center⁽¹⁸⁾ | 1 | 1 | 5 | -- | 9 | 22 | 4 |
| Multiple-Family Developments with four dwelling units or more, Bedrooms per Acre | | | | | | | |
| Maximum without the RPO | ---End note 15--- | | 15 | -- | 35 | 72.5 | -- |
| Maximum without the RPO with a Conditional Use Permit for a High Occupancy Housing Development inside of a | ---End note 16--- | | 21 | -- | 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 ¹⁷ | 149 ¹⁸ | 60 ^{18,9} | 50' | 50 ^{18,9} | 50 ^{18,10} | -- | |
| Corner Lots (min.) | 100 ¹⁷ | 149 ¹⁸ | 60 ^{18,9} | 50' | 50 ^{18,9} | 50 ^{18,10} | -- | |
| Depth (min.) | 200 ¹⁷ | -- | 100 ¹⁸ | 100' | 100 ¹⁸ | 75 ^{18,10} | -- | |
| Other Requirements | | | | | | | | |
| Open Space (% of Development Site Area) ¹¹ | -- | -- | -- | -- | See Table 10-40.30.030.A | | | |
| Fences and Screening | See Division 10-50.50 | | | | | | | |
| Landscaping | See Division 10-50.60 | | | | | | | |
| Lighting | See Division 10-50.70 | | | | | | | |
| Parking | See Division 10-50.80 | | | | | | | |
| Signs | See Division 10-50.100 | | | | | | | |
| End Notes | | | | | | | | |
| 1. | 15' for side entrance garages, where the garage is designed as an integral element of the primary dwelling (i.e., doors and windows are consistent with the overall architectural character). | | | | | | | |
| 2. | One or two story residential buildings and decks attached to those buildings may be built to 15' from the rear property line; provided, that any portion of the structure located closer than 25' to the rear property line does not exceed 50% of the lot width. | | | | | | | |
| 3. | May be reduced for zones not subject to the Resource Protection Overlay when a minimum of 350 sf of open yard area per unit is provided, see Section 10-40.30.030(H). | | | | | | | |
| 4. | Building height can be exceeded with approval of a Conditional Use Permit. | | | | | | | |
| 5. | The maximum number of units for each lot is based on the following: | | | | | | | |

| Area of Lot | Required Lot Area Per Dwelling Units |
|------------------------------|--------------------------------------|
| 5,000 to 14,000 square feet | 2,500 square feet |
| 14,001 to 24,000 square feet | 2,000 square feet |
| 24,001 square feet and over | 1,500 square feet |

6. Five-acre minimum where public water supply and public streets are not available to serve the property.
7. Where public water supply and public streets are not available to serve the property a minimum lot width of 200' and lot depth of 250' are required.
8. Within a Planned Residential ~~Development~~ **Development**, the minimum width and depth of a lot may vary based on the minimum lot standards applicable to the building types selected for application within a Planned Residential Development (See Section 10-40.60.280, Planned Residential Development).
9. Lot width measured at the setback line.
10. On lots greater than 9,000 sf: 70' minimum width on interior lots, 75' minimum width on corner lots and 100' minimum depth on all lots.
11. ~~Any required common~~ **Common** open space as required in Division 10-50.110, Specific to Building Types, and areas set aside for resource preservation such as floodplains, slopes and forests (Division 10-50.90, Resource Protection Standards) may be used to satisfy this standard. In this context, "open space" includes active and passive recreation uses, landscape areas, and community gardens.
12. Primary structures, excluding accessory structures, with a roof pitch greater than, or equal to, 6:12 shall be allowed an additional five feet above the maximum building height.
13. The elevator and stairwell bulkheads shall be architecturally integrated with the building. Elevator and stairwells bulkheads are allowed an additional 15 feet above the maximum building height. The Director may approve a height greater than 15 feet when the additional height is necessary to accommodate an elevator or stairwell bulkhead, related equipment, or the requirements of the Building or Fire Code.
14. Steeples, solar collectors, towers and other unoccupied architectural features are allowed an additional height above the maximum building height equal to 20 percent multiplied by the maximum building height allowed for property's zone. The total area of the referenced allowances above the building height shall not exceed 20 percent of the total roof area.
15. **Multiple-Family Developments are allowed 3 bedrooms for the first acre of a Development Site and 2.5 bedrooms per acre for each additional acre of a Development Site.**
16. **Multiple-Family Developments are allowed 4 bedrooms for the first acre of a Development Site and 3.5 bedrooms per acre for each additional acre of a Development Site.**
17. **Additional bedrooms per acre may be approved on a lot or parcel inside of a pedestrian shed of a Regional Activity Center delineated on the General Plan or applicable Specific Plan with an HOHD Conditional Use Permit.**
18. **Activity centers are delineated on the General Plan or applicable Specific Plan.**

Key

-- Not Applicable

Section 3. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.040 Commercial Zones, Subsection B. Commercial Zones – Allowed Uses., as follows:

10-40.30.040 Commercial Zones

B. **Commercial Zones – Allowed Uses.** The allowed land uses of each of the Commercial zones are shown in Table 10-40.30.040.B.

| Table 10-40.30.040.B. Commercial Zones – Allowed Uses | | | | | | |
|--|--------------------------|------------------|----------------|-----------------|----|----------------|
| Primary Land Use ¹ | Specific Use Regulations | Commercial Zones | | | | |
| | | SC | CC | HC | CS | CB |
| Industrial, Manufacturing, Processing and Wholesaling | | | | | | |
| Carpenter or Cabinet Shops | | -- | -- | -- | P | - |
| Flammable Liquid, Gas, and Bulk Fuel – Storage and Sale | | -- | -- | UP | -- | |
| Machine or Metal Working Shops | | -- | -- | -- | P | -- |
| Manufacturing and Processing – Incidental | | -- | P | P | P | P |
| Micro-brewery or Micro-distillery | 10-40.60.240 | -- | P | P | P | P |
| Mini-storage Warehousing | 10-40.60.250 | -- | -- | UP ² | P | -- |
| Research and Development Uses | 10-40.60.300 | -- | -- | UP | -- | -- |
| Transportation or Trucking Yards | | -- | -- | -- | P | -- |
| Vehicle Towing/Impound Yard | | -- | -- | p ⁴ | -- | -- |
| Warehousing | 10-40.60.330 | -- | p ³ | p ³ | -- | p ³ |

| | | | | | | |
|--|----------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Wholesaling and Distribution | | -- | -- | -- | P | P ³ |
| Recreation, Education and Assembly | | | | | | |
| Automobile, Go-kart, Miniature Automobile Racing | 10-40.60.080 | -- | UP | UP | -- | -- |
| Commercial Campgrounds | 10-40.60.130 | -- | -- | P | -- | -- |
| Commercial Recreation Facilities, Indoor | | P | P | P | -- | P |
| Commercial Recreation Facilities, Outdoor | 10-40.60.270 | -- | UP | UP | -- | -- |
| Libraries, Museums | | P | P | P | P | P |
| Meeting Facilities, Public or Private | 10-40.60.230 | | | | | |
| Regional | | -- | P/UP ⁵ | P/UP ⁵ | P/UP ⁵ | P/UP ⁵ |
| Neighborhood | | P ⁵ | P/UP ⁵ | -- | -- | -- |
| Outdoor Public Uses, General | | P | P | P | -- | -- |
| Places of Worship | | P/UP ¹⁰ | P/UP ¹⁰ | P/UP ¹⁰ | P/UP ¹⁰ | P/UP ¹⁰ |
| Schools – Public and Charter | | P | P | P | P | P |
| Schools – Private | | P | P | P | P | P |
| Theaters | | P | P | P | -- | P |
| Trade Schools | | -- | UP | UP | UP | UP |
| Residential⁷ | | | | | | |
| Co-housing | 10-40.60.120 | p ⁶ | p ⁶ | p ⁶ | p ⁶ | p ⁶ |
| Congregate Care Facilities | | UP | P | P | P | UP |
| Day Care, Centers | 10-40.60.150.B | P | P | P | UP | UP |
| Day Care, Home | 10-40.60.150.A | P | P | P | P | P |
| Development, Duplex | | p ⁶ | p ^{6,9} | p ⁶ | p ⁶ | p ⁶ |
| Development, Multiple-Family | | p ⁶ | p ⁶ | p ⁶ | p ⁶ | p ⁶ |
| Development, Single-Family | | -- | p ⁹ | -- | -- | -- |

| | | | | | | |
|--|--------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| Dormitories | | UP ⁶ | UP ⁶ | UP ⁶ | UP ⁶ | UP ⁶ |
| Fraternities and Sororities | | UP ⁶ | UP ⁶ | UP ⁶ | UP ⁶ | UP ⁶ |
| Group Homes | | p ⁶ | p ⁶ | p ⁶ | p ⁶ | p ⁶ |
| High Occupancy Housing Development, Single-Family | 10-40.60.175 | -- | UP | -- | -- | -- |
| High Occupancy Housing Development, Two-units | 10-40.60.175 | UP ⁶ | UP ⁶ | UP ⁶ | UP ⁶ | UP ⁶ |
| High Occupancy Housing Development, Three-units | 10-40.60.175 | UP ⁶ | UP ⁶ | UP ⁶ | UP ⁶ | UP ⁶ |
| High Occupancy Housing Development, Four-units and Greater | 10-40.60.175 | UP ⁶ | UP ⁶ | UP ⁶ | UP ⁶ | UP ⁶ |
| Home Occupation | 10-40.60.180 | P | P | P | P | P |
| Institutional Residential | | | | | | |
| Custodial Care Facilities | | p ⁸ | p ⁸ | p ⁸ | p ⁸ | p ⁸ |
| Homeless Shelters | 10-40.60.190 | | | | | |
| Emergency Shelters | | p ⁸ | p ⁸ | p ⁸ | p ⁸ | p ⁸ |
| Short Term Housing | | p ⁸ | p ⁸ | p ⁸ | p ⁸ | p ⁸ |
| Transitional Housing | | P | P | P | P | P |
| Nursing Homes | | UP | UP | UP | UP | UP |
| Sheltered Care Homes | | P | P | P | P | P |
| Live/Work | 10-40.60.200 | P | P | P | P | P |
| Planned Residential Development | 10-40.60.280 | P/UP | P/UP ⁹ | UP | UP | UP |
| Residence for Owner, Caretaker or Manager | | p ⁶ | p ⁶ | p ⁶ | p ⁶ | p ⁶ |
| Rooming and Boarding Facilities | | UP⁶ | UP⁶ | UP⁶ | UP⁶ | UP⁶ |

| | | | | | | |
|---|--------------------------------------|-----------|-----------|------------------|-----------|-----------|
| Single Room Occupancy | | UP | -- | P | -- | P |
| Retail Trade | | | | | | |
| Bars/Taverns | | P | P | P | P | P |
| Crematorium | | P | P | P | P | -- |
| Drive-through Retail | 10-40.60.160 | P | P | P | -- | -- |
| Drive-through Service | | P | P | P | -- | -- |
| Farmers Markets and Flea Markets | | -- | P | P | P | P |
| General Retail Business | | P | P | P | P | P |
| Mixed Use | 10-40.60.260 | P | P | P | P | P |
| Mixed-Use High Occupancy Housing Development | 10-40.60.175 and 10-40.60.260 | UP | UP | UP | UP | UP |
| Restaurant or Cafe | | P | P | P | P | P |
| Services | | | | | | |
| Bed and Breakfast Establishments | 10-40.60.110 | P | P | P | P | P |
| Cemeteries | | UP | UP | UP | UP | -- |
| Dry-cleaning, Processing | | P | P | P | -- | -- |
| Equipment Rental Yard | | -- | UP | P | P | -- |
| Funeral Homes, Chapels and Mortuaries | | -- | P | P | -- | UP |
| General Services | | P | P | P | P | P |
| Hospital | | UP | UP | UP | UP | UP |
| Kennel, Animal Boarding | 10-40.50.195 | | | UP ¹¹ | | |
| Medical Marijuana Dispensary | 10-40.60.220 | -- | -- | P | -- | -- |
| Office | | P | P | P | P | P |
| Public Services | | | | | | |
| Public Services Major | | -- | -- | -- | -- | -- |

| | | | | | | | |
|--|--------------------------|--|----|----|-----------------|-----------------|----|
| | Public Services Minor | | P | P | P | P | P |
| | Emergency Services | | UP | UP | UP | UP | UP |
| Travel Accommodations | | | UP | -- | P | -- | P |
| Veterinary Clinics | | | P | P | P | P | -- |
| Veterinary Hospitals | | | -- | -- | UP | UP | -- |
| Telecommunication Facilities | | | | | | | |
| AM Broadcasting Facilities | 10-40.60.320 | | UP | UP | UP | UP | UP |
| Antenna-Supporting Structure | 10-40.60.320 | | UP | UP | UP | UP | UP |
| Attached Telecommunication Facilities | 10-40.60.320 | | P | P | P | P | P |
| Collocation Facility | 10-40.60.320 | | P | P | P | P | P |
| FM/DTV/Low Wattage AM Broadcasting Facilities | 10-40.60.320 | | P | P | P | P | P |
| Stealth Telecommunication Facilities | 10-40.60.320 | | P | P | P | P | P |
| Transportation and Infrastructure | | | | | | | |
| Accessory Wind Energy Systems | 10-40.60.040 | | P | P | P | P | P |
| Garages, Off-Street | | | P | P | P | P | P |
| Parking Lots, Off- Street | 10-50.80 | | P | P | P | P | P |
| Passenger Transportation Facilities | | | -- | -- | UP | UP | UP |
| Urban Agriculture | | | | | | | |
| Community Gardens | 10-40.60.140 | | P | P | P | P | P |
| Food Production | | | -- | -- | UP ² | UP ² | -- |
| Vehicle Sales and Services | | | | | | | |
| Automobile Service Station and Convenience Store | 10-40.60.090 | | P | P | P | P | -- |

| | | | | | | |
|--|--------------|----|----|---|----|----|
| Automobile and Trailer Rental | | -- | -- | P | P | -- |
| Automobile/Vehicle Sales and Service, New and Used | | -- | UP | P | P | UP |
| Automobile/Vehicle Repair Garages – Minor | 10-40.60.100 | -- | UP | P | P | -- |
| Automobile/Vehicle Repair Garages – Major | 10-40.60.100 | -- | -- | P | P | -- |
| Car Washes | | P | P | P | -- | -- |
| Mobile Homes and Recreational Vehicles, Sales, and Service | | -- | -- | P | -- | -- |

End Notes

1. A definition of each listed use type is in Chapter 10-80, Definitions.
2. Only allowed on lots that do not have highway frontage or behind existing/new commercial uses.
3. Only permitted when incidental to permitted use.
4. This use shall be screened. See Division 10-50.50, Fences and Screening, for fencing and screening requirements.
5. A conditional use permit is required if liquor is sold or if facilities exceed 250 seats.
6. Residential uses with more than two units are allowed as part of a mixed-use development located above or behind the commercial uses, or as a planned residential development (~~Section 10-40.60.280~~).
7. Residential uses in the CC, HC, CS and CB zones, and residential uses and properties listed on the National Historic Registry or within the Landmarks overlay zone existing prior to the effective date of this Zoning Code are considered legal, nonconforming uses. Residential uses in the CC, HC, CS and CB zones shall be subject to the development standards established in the HR zone.
8. Conditional use permit is required if proximity between shelter facilities is less than one-quarter mile.
9. Single-family and duplex land uses are permitted by right on lots ≤9,000 sf and existing prior to November 1, 2011, subject to the building placement and building form requirements of the MR zone.
10. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.
11. Outdoor kenneling of animals is prohibited.

Key

P = Permitted Use
UP = Conditional Use Permit Required
-- = Use Not Allowed

Section 4. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.30 Non-Transect Zones, Section 10-40.30.040 Commercial Zones, Subsection C. Commercial Zones – Building Form Standards., as follows:

Section 10-40.30.040 Commercial Zones

C. Commercial Zones – Building Form and Property Development Standards. The building form and property development standards shown in Table 10-40.30.040.C. shall apply to all property with the corresponding commercial zones.

| Table 10-40.30.040.C. Commercial Zones – Building Form and Property Development Standards | | | | | |
|---|-----------------------------------|---|------------------|------------------|------------------|
| | Commercial Zones | | | | |
| | SC | CC | HC | CS | CB |
| Building Placement Requirements | | | | | |
| Setback from property line | | | | | |
| Front (Also see Section 10-50.60.040.B) | 15' ¹ | 0' | 0' ² | 0' | 0' |
| Side | ----- 15' min. ⁶ ----- | | | | |
| Adjacent to Residential Use | ----- 15' min. ⁶ ----- | | | | |
| Street Side (min.) | 10' ³ | 10' ³ | 10' ³ | 10' ³ | 0' |
| All Other sides | ----- 0' ----- | | | | |
| Rear | ----- 15' min. ----- | | | | |
| Adjacent to Residential | ----- 15' min. ----- | | | | |
| All Other rears | ----- 0' ----- | | | | |
| Building Form Requirements | | | | | |
| Building Height (max.) ^{8, 9, 10} | 35' | 60' ^{4, 7} | 60' ⁴ | 60' ⁴ | 60' ⁴ |
| Gross FAR (max.) | 0.8 | 2.5 | 3.0 | 2.0 | No max. |
| Density Requirements | | | | | |
| Gross Density (units/acre) (max.) (Not Applicable to Mixed Use) | | | | | |
| Areas of the City without the Resource Protection Overlay (RPO) Maximum without the Resource Protection Overlay (RPO) | 13 13¹¹ | ----- 29 29¹¹ ----- | | | |
| Areas of the City inside of a pedestrian shed of an activity center delineated on the General Plan, with or without the RPO Maximum with the RPO, inside of a pedestrian shed of an activity center⁽¹³⁾ | 13 13¹¹ | ----- 29 29¹¹ ----- | | | |
| Areas of the City with RPO, excluding areas of the City inside of a pedestrian shed of an activity center delineated on the General Plan | 13 13¹¹ | ----- 22 22¹¹ ----- | | | |

| | | | | | |
|--|--|--------------------------------|-------|-------|-------|
| Maximum with the RPO, outside of a pedestrian shed of an activity center ⁽¹³⁾ | | | | | |
| Maximum Bedroom Requirements | | | | | |
| Bedrooms per Acre on a Development Site with Four Dwelling Units or More | | | | | |
| Maximum without the RPO for a development | 35 ¹² | ----- 72.5 ¹² ----- | | | |
| Maximum with the RPO inside of a pedestrian shed of an activity center ⁽¹³⁾ | 35 ¹² | ----- 72.5 ¹² ----- | | | |
| Maximum with the RPO inside of a pedestrian shed of an activity center ⁽¹³⁾ | 35 ¹² | ----- 55 ¹² ----- | | | |
| Lot Requirements | | | | | |
| Area (Gross sf) (min.) ⁵ | 6,000 | 9,000 | 9,000 | 9,000 | 7,000 |
| Width (min.) ⁵ | 50' | 60' | 60' | 60' | 50' |
| Depth (min.) ⁵ | 100' | 100' | 100' | 100' | -- |
| Open Space | | | | | |
| Developments with Two or More Dwelling Units | ----- 15 percent of the net lot area ----- | | | | |
| Other Requirements | | | | | |
| Fences and Screening | See Division 10-50.50 | | | | |
| Landscaping | See Division 10-50.60 | | | | |
| Outdoor Lighting | See Division 10-50.70 | | | | |
| Parking | See Division 10-50.80 | | | | |
| Signs | See Division 10-50.100 | | | | |
| End Notes | | | | | |
| 1. Front setbacks shall be equal to 15' or match adjacent residential development, whichever is less. | | | | | |
| 2. No front setback required, except when required by the adoption of building setback lines along specified streets. | | | | | |
| 3. Setback may be reduced to 5' min., if the landscape street buffer is reduced in accordance with Section 10-50.60.040(B), Nonresidential Zone Buffers. | | | | | |
| 4. Conditional use permit required for structures over 60' in height. | | | | | |
| 5. Within a planned residential development, the minimum area, width, and depth of a lot may vary based on the minimum lot standards applicable to the building types selected for application within a planned residential development (see Section 10-40.60.280, Planned Residential Development). | | | | | |
| 6. Except that the setback from a proposed residential use in a commercial zone to other residential uses shall be 5' min. | | | | | |
| 7. Single-family dwellings and duplexes in the CC zone shall be limited to a maximum height of 35 feet consistent with the height standard for the MR zone. | | | | | |
| 8. Primary structures, excluding accessory structures, with a roof pitch greater than, or equal to, 6:12 shall be allowed an additional five feet above the maximum building height. | | | | | |
| 9. The elevator and stairwell bulkheads shall be architecturally integrated with the building. Elevator and stairwells bulkheads are allowed an additional 15 feet above the maximum building height. The Director may approve a height greater than 15 feet when the additional | | | | | |

| |
|--|
| height is necessary to accommodate an elevator or stairwell bulkhead, related equipment, or the requirements of the Building or Fire Code. |
| 10. Steeples, solar collectors, towers and other unoccupied architectural features are allowed an additional height above the maximum building height equal to 20 percent multiplied by the maximum building height allowed for property's zone. The total area of the referenced allowances above the building height shall not exceed 20 percent of the total roof area. |
| 11. Additional density may be approved with an HOHD or MHOHD Conditional Use Permit. |
| 12. Additional bedrooms per acre may be approved with an HOHD or MHOHD Conditional Use Permit. |
| 13. Activity centers are delineated on the General Plan or applicable Specific Plan. |

Section 5. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.050 T3 Neighborhood I (T3N.1) Standards, H. Allowed Uses, as follows:

10-40.40.050 T3 Neighborhood I (T3N.1) Standards

| H. Allowed Uses | | | | | |
|--|--------------------------|----------------|--------------------------------|--------------------------|-------------------|
| Land Use ¹ | Specific Use Regulations | T3N.1 | Land Use ¹ | Specific Use Regulations | T3N.1 |
| Residential | | | Places of Worship | | P/UP ⁶ |
| Accessory Buildings and Structures | 10-40.60.020 | P | Schools – Private | | P |
| Accessory Dwelling Unit | 10-40.60.040 | P | Schools – Public and Charter | | P ⁵ |
| Co-Housing | 10-40.60.120 | P | Retail Trade | | |
| Congregate Care Facilities | | UP | Neighborhood Market ≤ 1,500 sf | | UP |
| Dormitories and Fraternities/Sororities | | UP | Services | | |
| Dwelling: Multiple-Family | | P ² | Bed and Breakfast | 10-40.60.110 | P |
| Dwelling: Single-Family | | P | Cemeteries | | UP |
| Duplex | | P ² | Daycare | 10-40.60.150 | |
| Group Home | | P | Home | | P |
| Home Occupation | 10-40.60.180 | P | Centers | | UP |
| High Occupancy Housing Development, Single-Family | 10-40.60.175 | UP | Public Services | | |

| H. Allowed Uses | | | | | |
|--|--------------------------|-------------------|--------------------------------------|--------------------------|-------|
| | | | | | |
| Land Use ¹ | Specific Use Regulations | T3N.1 | Land Use ¹ | Specific Use Regulations | T3N.1 |
| Institutional Residential | 10-40.60.190 | UP | Public Services Minor | | P |
| Rooming and Boarding Facilities | | UP | Emergency Services | | UP |
| Recreation, Education and Public Assembly | | | Telecommunication Facilities | | |
| Dance or Music Studio ≤ 650 sf | | P ³ | Stealth Telecommunication Facilities | 10-40.60.310 | P |
| Libraries, Museums | | | Transportation and Infrastructure | | |
| ≤ 2,500 sf | | P | Accessory Wind Energy Systems | 10-40.60.040 | P |
| > 2,500 sf | | UP | Urban Agriculture | | |
| Meeting Facilities, Public and Private | 10-40.60.230 | P/UP ⁴ | Community Gardens | 10-40.60.140 | P |
| Outdoor Public Use, General | | P | | | |
| End Notes | | | | | |
| <p>1. See Chapter 10-80, Definitions, for use type definitions.</p> <p>2. Permitted only if the use exists at the effective date of this code.</p> <p>3. Not allowed on the ground floor unless behind an allowed ground-floor use.</p> <p>4. UP required if liquor is sold or if facilities exceed 250 seats.</p> <p>5. Charter schools proposed in existing single-family residences shall be located on residential lots 1 acre or greater.</p> <p>6. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.</p> | | | | | |
| Key | | | | | |
| P | Permitted Use | | | | |
| UP | Permitted Use | | | | |

Section 6. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.060 T3 Neighborhood 2 (T3N.2) Standards, H. Allowed Uses, as follows:

10-40.40.060 T3 Neighborhood 2 (T3N.2) Standards

| H. Allowed Uses | | | | | |
|---|--------------------------|-----------|--------------------------------------|--------------------------|---------|
| Land Use ¹ | Specific Use Regulations | T3N.2 | Land Use ¹ | Specific Use Regulations | T3N.2 |
| Residential | | | Services | | |
| Accessory Buildings and Structures | 10-40.60.020 | P | Bed and Breakfast | 10-40.60.110 | P |
| Accessory Dwelling Unit | 10-40.60.030 | P | Cemeteries | | UP |
| Co-Housing | 10-40.60.120 | P | Crematoriums | | UP |
| Congregate Care Facilities | | UP | Daycare | 10-40.60.150 | |
| Dormitories and Fraternities/Sororities | | UP | Home Centers | | P UP |
| Dwelling: Multiple-Family | | P | Public Services | | |
| Dwelling: Single-Family | | P | Public Services Minor | | P |
| Duplex | | P | Emergency Services | | UP |
| Group Home | | P | Telecommunication Facilities | | |
| Home Occupation | 10-40.60.180 | P | Stealth Telecommunication Facilities | 10-40.60.310 | P |
| High Occupancy Housing Development, Single-Family | 10-40.60.175 | UP | | | |
| High Occupancy Housing Development, Two-units | 10-40.60.175 | UP | | | |
| High Occupancy Housing Development, Three-units | 10-40.60.175 | UP | | | |
| High Occupancy Housing Development, Four-units and Greater | 10-40.60.175 | UP | | | |
| Institutional Residential | 10-40.60.190 | UP | Transportation and Infrastructure | | |
| Live/Work | | P | Accessory Wind Energy Systems | 10-40.60.040 | P |
| Rooming and Boarding Facilities | | UP | | | |

| H. Allowed Uses | | | | | |
|--|--------------------------|-------------------|--|--------------------------|-------|
| Recreation, Education and Public Assembly Uses | | | Urban Agriculture | | |
| Land Use ¹ | Specific Use Regulations | T3N.2 | Land Use ¹ | Specific Use Regulations | T3N.2 |
| Dance or Music Studio ≤ 650 sf | | P ² | Community Gardens | 10-40.60.140 | P |
| Libraries, Museums | | | End Notes 1. See Chapter 10-80, Definitions, for use type definitions. 2. Not allowed on the ground floor unless behind an allowed ground-floor use. 3. UP required if liquor is sold or if facilities exceed 250 seats. 4. Charter schools proposed in existing single-family residences shall be located on residential lots 1 acre or greater. 5. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use. | | |
| ≤ 2,500 sf | | P | | | |
| > 2,500 sf | | UP | | | |
| Meeting Facilities, Public and Private | 10-40.60.230 | P/UP ³ | | | |
| Outdoor Public Use, General | | P | | | |
| Places of Worship | | P/UP ⁵ | | | |
| Schools – Private | | P | | | |
| Schools – Public and Charter | | P ⁴ | | | |
| Retail Trade | | | | | |
| Neighborhood Market ≤ 1,500 sf | | P | | | |
| Key | | | | | |
| P | Permitted Use | | | | |
| UP | Permitted Use | | | | |

Section 7. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.070 T4 Neighborhood 1 (T4N.1) Standards, I. Allowed Uses, as follows:

10-40.40.070 T4 Neighborhood 1 (T4N.1) Standards

| I. Allowed Uses | | | | | | | |
|---|--------------------------|----------------|----------------|------------------------------------|--------------------------|-------|---------|
| Residential | | | | Services | | | |
| Land Use ¹ | Specific Use Regulations | T4N.1 | T4N.1-O | Land Use ¹ | Specific Use Regulations | T4N.1 | T4N.1-O |
| Accessory Buildings and Structures | 10-40.60.020 | P ² | P ² | ATM | | - | P |
| Accessory Dwelling Unit | 10-40.60.030 | P | P | Bed and Breakfast | 10-40.60.110 | P | p |
| Co-Housing | 10-40.60.120 | P | P | Cemeteries | | UP | UP |
| Congregate Care Facilities | | P | P | Crematorium | | - | UP |
| Dormitories, Fraternities/Sororities and SRO (≤15 rooms) | | UP | UP | Daycare | 10-40.60.150 | | |
| Dwelling: Multiple-Family | | P | P | Home Centers | | P | P |
| Dwelling: Single-Family | | P | P | Funeral Homes, Chapels, Mortuaries | | - | P |
| Duplex | | P | P | General Services | | - | P |
| Group Home | | P | P | Lodging | | | |
| High Occupancy Housing Development, Single-Family | 10-40.60.175 | UP | UP | ≤ 15 rooms | | - | P |
| High Occupancy Housing Development, Two-units | 10-40.60.175 | UP | UP | Offices | | - | P |
| High Occupancy Housing Development, Three-units | 10-40.60.175 | UP | UP | Public Services | | | |
| High Occupancy Housing Development, Four-units and Greater | 10-40.60.175 | UP | UP | Public Services Minor | | P | P |
| | | | | Emergency Services | | UP | UP |

| I. Allowed Uses | | | | | | | |
|--|--------------------------|-------------------|-------------------|--|--------------------------|-------|---------|
| | | | | | | | |
| Land Use ¹ | Specific Use Regulations | T4N.1 | T4N.1-O | Land Use ¹ | Specific Use Regulations | T4N.1 | T4N.1-O |
| Home Occupation | 10-40.60.180 | P | P | | | | |
| Institutional Residential | 10-40.60.190 | UP | UP | Veterinary Clinic | | - | P |
| Live/Work | | - | P | | | | |
| Rooming and Boarding Facilities | - | UP | UP | | | | |
| Recreation, Education and Public Assembly | | | | Telecommunication Facilities | | | |
| Libraries, Museums | | | | Stealth Telecommunication Facilities | 10-40.60.310 | P | P |
| ≤ 2,500 sf | | P | P | Transportation and Infrastructure | | | |
| > 2,500 sf | | UP | UP | Accessory Wind Energy Systems | 10-40.60.040 | P | P |
| Meeting Facilities, Public and Private | 10-40.60.230 | p ³ | p ³ | Urban Agriculture | | | |
| Places of Worship | | P/UP ⁴ | P/UP ⁴ | Community Gardens | 10-40.60.140 | P | P |
| Schools – Private | | P | P | End Notes | | | |
| Schools – Public and Charter | | P | P | 1. See Chapter 10-80, Definitions, for use type definitions. | | | |
| Retail Trade | | | | 2. Not allowed on the ground floor unless behind an allowed ground-floor use. | | | |
| Bars/Taverns | | - | P | 3. UP required if liquor is sold or if facilities exceed 250 seats. | | | |
| General Retail Businesses, except with any of the following features | | - | P | 4. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use. | | | |
| Drive-Through | | - | - | Key | | | |
| Floor Area ≥ 3,500 sf | | - | UP | P Permitted Use | | | |
| Markets | | | | UP Conditional Use Permit Required | | | |
| Neighborhood Market ≤ 2,500 sf | | - | P | - 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 |
| Accessory Dwelling Unit | 10-40.60.030 | P | P | Bed and Breakfast | 10-40.60.110 | P | p |
| Co-Housing | 10-40.60.120 | P | P | Cemeteries | | UP | UP |
| Congregate Care Facilities | | P | P | Crematorium | | - | UP |
| Dormitories, Fraternities/Sororities and SRO (≤15 rooms) | | UP | UP | Daycare | 10-40.60.150 | | |
| Dwelling: Multiple-Family | | P | P | Home | | P | P |
| Dwelling: Single-Family | | P | P | Centers | | UP | UP |
| Duplex | | P | P | Funeral Homes, Chapels, Mortuaries | | - | P |
| Group Home | | P | P | General Services | | - | P |
| | | | | Lodging | | UP | UP |

| I. Allowed Uses | | | | | | | |
|--|--------------------------|-------------------|-------------------|---|--------------------------|-------|---------|
| | | | | | | | |
| Land Use ¹ | Specific Use Regulations | T4N.2 | T4N.2-O | Land Use ¹ | Specific Use Regulations | T4N.2 | T4N.2-O |
| High Occupancy Housing Development, Single-Family | 10-40.60.175 | UP | UP | Offices | | - | P |
| High Occupancy Housing Development, Two-units | 10-40.60.175 | UP | UP | Public Services | | | |
| High Occupancy Housing Development, Three-units | 10-40.60.175 | UP | UP | Public Services Minor | | P | P |
| High Occupancy Housing Development, Four-units and Greater | 10-40.60.175 | UP | UP | Emergency Services | | UP | UP |
| Home Occupation | 10-40.60.180 | P | P | Veterinary Clinic | | - | P |
| Institutional Residential | 10-40.60.190 | UP | UP | | | | |
| Live/Work | | - | P | | | | |
| Rooming and Boarding Facilities | - | UP | UP | | | | |
| Recreation, Education and Public Assembly | | | | Telecommunication Facilities | | | |
| Libraries, Museums | | | | Stealth Telecommunication Facilities | 10-40.60.310 | P | P |
| ≤ 2,500 sf | | P | P | Transportation and Infrastructure | | | |
| > 2,500 sf | | UP | UP | Accessory Wind Energy Systems | 10-40.60.040 | P | P |
| Meeting Facilities, Public and Private | 10-40.60.230 | p ³ | p ³ | Urban Agriculture | | | |
| Places of Worship | | P/UP ⁴ | P/UP ⁴ | Community Gardens | 10-40.60.140 | P | P |
| Schools – Private | | P | P | End Notes | | | |
| Schools – Public and Charter | | P | P | 1. See Chapter 10-80, Definitions, for use type definitions. | | | |
| Retail Trade | | | | 2. Not allowed on the ground floor unless behind an allowed ground-floor use. | | | |
| Bars/Taverns | | - | P | | | | |

| I. Allowed Uses | | | | | | | |
|--|--------------------------|-------|---------|---|--------------------------|-------|---------|
| | | | | | | | |
| Land Use ¹ | Specific Use Regulations | T4N.2 | T4N.2-O | Land Use ¹ | Specific Use Regulations | T4N.2 | T4N.2-O |
| General Retail Businesses, except with any of the following features | | - | P | 3. UP required if liquor is sold or if facilities exceed 250 seats. 4. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use. | | | |
| Drive-Through | | - | - | | | | |
| Floor Area ≥ 3,500 sf | | - | UP | | | | |
| Markets | | | | | | | |
| Neighborhood Market ≤ 2,500 sf | | - | P | | | | |
| Micro-brewery/Micro-distillery | 10-40.60.240 | - | P | | | | |
| Restaurant, or Cafes | | - | P | | | | |
| | | | | Key | | | |
| | | | | P Permitted Use | | | |
| | | | | UP Conditional Use Permit Required | | | |
| | | | | - Use Not Allowed | | | |

Section 9. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.090 T5 Main Street (T5) Standards, I. Allowed Uses, as follows:

10-40.40.090 T5 Main Street (T5) Standards

| I. Allowed Uses | | | | | | | |
|--|--------------------------|----------------|------|--|--------------------------|----|------|
| | | | | | | | |
| Land Use ¹ | Specific Use Regulations | T5 | T5-O | Land Use ¹ | Specific Use Regulations | T5 | T5-O |
| Industrial, Manufacturing | | | | Retail Trade | | | |
| Manufacturing and Processing, Incidental | | P | P | Bars/Taverns | | P | P |
| Residential | | | | General Retail Businesses, except with any of the following features | | P | P |
| Accessory Buildings and Structures | 10-40.60.020 | p ² | P | Drive-Through | | - | - |
| Accessory Dwelling Unit | 10-40.60.030 | p ² | P | Floor Area ≥ 5,000 sf | | UP | UP |
| | | | | Mixed Use | | P | P |

| I. Allowed Uses | | | | | | | |
|---|--------------------------|--------------------|------|---|--------------------------|----------------|------|
| Land Use ¹ | Specific Use Regulations | T5 | T5-O | Land Use ¹ | Specific Use Regulations | T5 | T5-O |
| Co-Housing | 10-40.60.120 | P ² | P | Mixed-Use High Occupancy Housing Development | 10-40.60.175 | UP | UP |
| Congregate Care Facilities | | UP ² | UP | | | | |
| Dormitories, Fraternities/Sororities and SROs | | UP ² | UP | Micro-brewery/Micro-distillery | 10-40.60.240 | P | P |
| Dwelling: Multiple-Family | | P ² | P | Restaurants or Cafes | | P | P |
| High Occupancy Housing Development, Three-units | 10-40.60.175 | UP ² | UP | Services | | | |
| High Occupancy Housing Development, Four-units and Greater | 10-40.60.175 | UP ² | UP | | | | |
| Group Home | | P ² | P | ATM | | - | P |
| Home Occupation | 10-40.60.180 | P | P | Bed and Breakfast | 10-40.60.110 | P | p |
| Institutional Residential | | | | Cemeteries | | UP | UP |
| Custodial Care Facilities | | UP ^{2, 3} | UP | Crematoriums | | UP | UP |
| Nursing Homes | | UP ^{2, 3} | UP | Daycare | 10-40.60.150 | | |
| Homeless Shelter | 10-40.60.190 | UP ^{2, 3} | UP | Home | | P | P |
| Sheltered Care Home | | UP ^{2, 3} | UP | Centers | | UP | UP |
| Live/Work | | P | P | Funeral Homes, Chapels, Mortuaries | | | |
| Rooming and Boarding Facilities | | UP | UP | General Services | | P | P |
| Recreation, Education and Public Assembly Uses | | | | Lodging | | P | P |
| Commercial Recreation Facility, Indoor | | | | Office | | P ² | P |
| ≤ 5,000 sf | | P | P | Public Services | | | |
| > 5,000 sf | | UP | UP | Public Services Minor | | P | P |
| | | | | Emergency Services | | UP | UP |
| | | | | Veterinary Clinic | | P ² | P |

| I. Allowed Uses | | | | | | | |
|---|--------------------------|-------------------|-------------------|--|--------------------------|-----------------|-----------------|
| Land Use ¹ | Specific Use Regulations | T5 | T5-O | Land Use ¹ | Specific Use Regulations | T5 | T5-O |
| Libraries, Museums | | P | P | Transportation and Infrastructure | | | |
| Meeting Facilities, Public and Private | 10-40.60.230 | p ³ | p ³ | | | | |
| Places of Worship | | P/UP ⁶ | P/UP ⁶ | | | | |
| Schools – Private | | P | P | | | | |
| Schools – Public and Charter | | P | P | | | | |
| 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 | | | |
| Attached Telecommunication Facilities | 10-40.60.310 | P | P | Automobile/Vehicle Sales, New and Used | | P | P |
| Collocation Facility | 10-40.60.310 | P | P | Automobile/Vehicle Repair Garage | 10-40.60.100 | | |
| FM/DTV/Low Wattage AM Broadcasting Facilities | 10-40.60.310 | P | P | Minor | | p ² | p ² |
| Stealth Telecommunication Facilities | 10-40.60.310 | P | P | Major | | UP ² | UP ² |
| End Notes | | | | | | | |

1. See Chapter 10-80, Definitions, for use type definitions.
2. Not allowed on the ground floor unless behind an allowed ground-floor use.
3. Conditional use permit is required if proximity between shelter facilities is less than 1/4 mile.
4. UP required if liquor is sold or if facilities exceed 250 seats.
5. Residential uses, and residential properties listed on the National Historic Registry or within the Landmarks overlay zone, in T5 and T5-O zones existing prior to the effective date of this Zoning Code are considered legal, conforming uses.
6. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use.

Key

| | |
|----|---------------------------------|
| P | Permitted Use |
| UP | Conditional Use Permit Required |
| - | Use Not Allowed |

Section 10. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.40 Transect Zones, Section 10-40.40.100 T6 Downtown (T6) Standards, H. Allowed Uses, as follows:

10-40.40.100 T6 Downtown (T6) Standards

| H. Allowed Uses | | | | | |
|--|--------------------------|-----------------------|----------------------------|--------------------------|----|
| Land Use ¹ | Specific Use Regulations | T6 | Land Use ¹ | Specific Use Regulations | T6 |
| Residential ⁵ | | | Services | | |
| Accessory Buildings and Structures | 10-40.60.020 | P ² | ATM | | P |
| Accessory Dwelling Unit | 10-40.60.030 | P ² | Bed and Breakfast | 10-40.60.110 | P |
| Co-Housing | 10-40.60.120 | P ² | Cemeteries | | UP |
| Congregate Care Facilities | | UP ² | Crematorium | | UP |
| Dormitories, Fraternities/Sororities and SROs | | UP ² | Daycare | 10-40.60.150 | |
| Dwelling: Multiple-Family | | P ² | Home | | P |
| Dwelling: Multiple-Family | | P ² | Centers | | UP |
| High Occupancy Housing Development, Three-units | 10-40.60.175 | UP² | Dry-cleaning, Pick-up Only | | P |

| H. Allowed Uses | | | | | |
|---|--------------------------|-----------------------|--|--------------------------|----------------|
| Land Use ¹ | Specific Use Regulations | T6 | Land Use ¹ | Specific Use Regulations | T6 |
| High Occupancy Housing Development, Four-units and Greater | 10-40.60.175 | UP² | | | |
| Group Home | | p ² | Funeral Homes, Mortuaries | | UP |
| Home Occupation | 10-40.60.180 | P | General Services | | P |
| Homeless Shelter | 10-40.60.190 | UP | Hospitals | | UP |
| Institutional Residential | | | Lodging | | P |
| Custodial Care Facilities | | UP ^{2,3} | Office | | P |
| Nursing Homes | | UP ² | Public Services | | |
| Homeless Shelter | | UP ^{2,3} | Public Services Minor | | P |
| Sheltered Care Home | | UP ^{2,3} | Emergency Services | | UP |
| Live/Work | | P | Transportation and Infrastructure | | |
| Mixed Use | | P | Accessory Wind Energy Systems | 10-40.60.040 | P |
| Mixed-Use High Occupancy Housing Development | 10-40.60.175 | UP | Garages, Off Street | | p ² |
| Rooming and Boarding Facilities | | UP | Parking Lots, Off Street | | p ² |
| Recreation, Education and Public Assembly Uses | | | Passenger Transportation Facilities | | P6 |
| Commercial Recreation Facility, Indoor | | | Industrial, Manufacturing, Processing and Wholesaling | | |
| ≤ 5,000 sf | | P | Manufacturing/Processing – Incidental | | P |
| > 5,000 sf | | UP | Manufacturing/Processing – Incidental | | P |
| Libraries, Museums | | P | Telecommunication Facilities | | |
| Meeting Facilities, Public and Private | 10-40.60.230 | p ^{3,4} | AM Broadcasting Facilities | 10-40.60.310 | UP |
| Places of Worship | | P/UP ⁷ | Antenna-Supporting Structure | 10-40.60.310 | UP |
| Schools – Private | | P | | | |

H. Allowed Uses

| Land Use ¹ | Specific Use Regulations | T6 | Land Use ¹ | Specific Use Regulations | T6 |
|--|---------------------------------|----|---|--------------------------|----|
| Schools – Public and Charter | | P | Attached Telecommunication Facilities | 10-40.60.310 | P |
| Theaters, Walk-in | | P | Collocation Facility | 10-40.60.310 | P |
| Retail Trade | | | FM/DTV/Low Wattage AM Broadcasting Facilities | 10-40.60.310 | P |
| Bars/Taverns | | P | Stealth Telecommunication Facilities | 10-40.60.310 | P |
| General Retail Businesses, except with any of the following features | | P | Vehicle Sales and Services | | |
| Drive-Through | | - | Automobile/Vehicles Sales, new and used | | UP |
| Floor Area ≥ 5,000 sf | | UP | Urban Agriculture | | |
| Micro-brewery/Micro-distillery | 10-40.60.240 | P | Community Gardens | 10-40.60.140 | P |
| Restaurants or Cafes | | P | | | |
| End Notes | | | | | |
| <ol style="list-style-type: none"> See Chapter 10-80, Definitions, for use type definitions. Not allowed on the ground floor unless behind an allowed ground-floor use. Conditional use permit is required if proximity between shelter facilities is less than 1/4 mile. UP required if liquor is sold or if facilities exceed 250 seats. Residential uses, and residential properties listed on the National Historic Registry or within the Landmarks overlay zone, in the T6 zone existing prior to the effective date of this Zoning Code are considered legal, conforming uses. Passenger facilities shall be on the ground floor with access to a public street or a public space. A conditional use permit is required if the facility exceeds 250 seats and/or if the facility is located adjacent to a toxic use. | | | | | |
| Key | | | | | |
| P | Permitted Use | | | | |
| UP | Conditional Use Permit Required | | | | |
| – | Use Not Allowed | | | | |

Section 11. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, to add Section 10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments, to list of sections of the Division, in numerical order, as follows:

Division 10-40.60: Specific to Uses

10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments

Section 12. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, to add Section 10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments, in numerical order, as follows:

Division 10-40.60: Specific to Uses

10-40.60.175 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments

A. General Requirements.

1. The applicant of an HOHD or MHOHD with four dwelling units or more shall submit typical floor plans or a typical residential unit study that illustrates how the residential units of an HOHD or MHOHD could be converted to a residential unit that is no longer an HOHD or MHOHD with minimal structural or minimal plumbing modifications. The required study shall be designed and sealed by an Arizona Registrant.
2. An HOHD or MHOHD with four or more dwelling units shall be located inside of a pedestrian shed of an activity center delineated in the General Plan or applicable Specific Plan.
3. An HOHD or MHOHD with four dwelling units or more, and that has more than 29 dwelling units per acre or more than 72.5 bedrooms per acre shall have:
 - a. A minimum of 20% of the bedrooms contained in studio and/or one-bedroom dwelling units; and
 - b. A maximum of 30% of bedrooms contained in dwelling units with four bedrooms or more.
4. An HOHD or MHOHD with four dwelling units or more, and that has 29 dwelling units per acre or less or 72.5 bedrooms per acre or less shall not exceed a Bedroom-to-Dwelling Unit Ratio greater than 3.5.
5. The maximum number of bedrooms in a two-unit HOHD or MHOHD: 10.
6. The maximum number of bedrooms in a three-unit HOHD or MHOHD: 12.
7. Inside of a pedestrian shed of a Regional Activity Center, an HOHD or MHOHD in a commercial zone may contain more than 50 dwelling units per acre and/or 125 bedrooms per acre.
8. An HOHD in a Commercial Zone shall be:

- a. On a lot or parcel that is setback at least 300 feet from the centerline of a street classified as a Commercial Corridor identified on the General Plan; and
 - b. There shall be an existing primary mixed-use development or commercial use(s), excluding primary transportation and infrastructure uses, on the lot(s) or parcel(s) between the HOHD and the Commercial Corridor street.
9. An MHOHD shall comply with the mixed-use development standards of Section 10-40.60.260.
10. Prior to the final approval of a land division that creates one or more lots or parcels with a development that conforms to the definition of an HOHD or MHOHD, the property owner shall obtain approval of a Conditional Use Permit for the Development Site that will contain the HOHD or MHOHD.
11. An MHOHD shall be on a lot or parcel that:
- a. Abuts a street classified as a commercial corridor shown on the General Plan; and
 - b. Is located inside of a pedestrian shed of an activity center delineated on the General Plan or applicable Specific Plan.
- B. Building Footprint⁽¹⁾ Sizes and Separation Requirements.**
- 1. Maximum building footprint⁽¹⁾ inside a pedestrian shed of a Historic Activity Center delineated in the General Plan or applicable Specific Plan, excluding properties zoned Commercial Business (CB): Equal to, or less than, 5,000 square feet.
 - 2. Maximum building footprint⁽¹⁾ inside a pedestrian shed of a Historic Activity Center delineated in the General Plan or applicable Specific Plan, and on a property zoned Commercial Business (CB): Equal to, or less than, 22,000 square feet.
 - 3. Maximum building footprint⁽¹⁾ inside a pedestrian shed of a Regional Activity Center delineated in the General Plan or applicable Specific Plan: No Maximum.
 - 4. Maximum building footprint⁽¹⁾ inside a pedestrian shed of an activity center in all other areas not described in subsection B.1., B.2., and B.3. of this section: Equal to, or less than, 22,000 square feet.
 - 5. Excluding the Commercial Business (CB) zone, the minimum separation between the building footprints of structures on the same lot or parcel, and structures on an abutting lot or parcel, shall be separated by a distance that is the greater of 10 feet, or 1/3 the height of the taller structure.
 - 6. Where the area of a pedestrian shed of an activity center intersects with the area of a pedestrian shed of another activity center, the pedestrian shed with the more restrictive maximum building footprint requirement shall govern the intersecting area. The locations of the pedestrian sheds of the activity centers are identified in the General Plan, including any applicable Specific Plans.
- Note 1.** For the purpose of the requirements of subsection B of this section, the maximum allowable building footprint is equal to the largest floor plate of a structure, including interior courtyards, abutting and interior, or partial interior, podium and above ground parking structure(s), and structures connected with a continuous roof.

C. Waste Management Plan.

1. The property owner of an HOHD or MHOHD with four dwelling units or more shall obtain approval of a waste management plan from the City's Public Works Director, or designee, prior to the approval of the site plan.
2. Prior to the issuance of any building permit, the property owner shall incorporate into the construction documents the improvements required to comply with the approved waste management plan.
3. If a Certificate of Occupancy is not required, the property owner shall provide all necessary apparatus, equipment, and improvements within 182 days from the date of the approval of the CUP, or another date specified in the Conditions of Approval for the CUP.
 - a. The Director may approve a one-time 91-day extension, for no-more than 273 days from the date of the CUP approval, to allow the property owner to complete the improvements. The property owner shall request an extension at least 14 days prior to the date indicated in subsection C.3. of this section.
4. The HOHD or MHOHD shall be maintained in compliance with the approved Waste Management Plan.

D. Crime Free Multi-Housing Program.

1. The property owner of an HOHD or MHOHD shall maintain compliance with the Flagstaff Police Department's Crime Free Multi-Housing Program, unless exempted by the Police Department's Crime Free Multi-Housing Program representative.
2. Prior to the issuance of the Conditional Certificate of Occupancy, or Certificate of Occupancy, whichever is first, or within 63 days of the approval of the Conditional Use Permit if a Certificate of Occupancy is not required, the property owner of a HOHD or MHOHD shall enter into an agreement with the City to comply with the Flagstaff Police Department's Crime Free Multi-Housing Program.
3. The property owner, or agent, shall:
 - a. Utilize a Crime Free Lease Addendum, or an alternative approved by the Flagstaff Police Department's representative, as part of each tenant lease;
 - b. Obtain written verification as part of a tenant lease that each tenant has received and agreed to the Crime Free Lease Addendum or the approved alternative; and
 - c. Have completed the Flagstaff Police Department's Crime Free Multi-Housing Program required training within the Program's required time frames.
4. Within 182 days from the date of the agreement, the property owner, or managing agent, shall have completed the first phase requirements of the Flagstaff Police Department's Crime Free Multi-Housing Program.

5. A new Flagstaff Police Department's Crime Free Multi-Housing Program first phase training and related requirements shall be completed within 182 days from the date of a change of ownership, management company, or a site manager of an existing HOHD or MHOHD.
 6. Every two years from the date of the agreement, the property owner, or managing agent, shall complete the required training that complies with the Flagstaff Police Department's Crime Free Multi-Housing Program.
- E. Additional Conditional Use Permit Criteria. In addition to the criteria of Section 10-20.40.050.E., the Planning and Zoning Commission shall not approve a Conditional Use Permit unless:
1. For the properties subject to Division 10-30.30 Heritage Preservation, the City's Historic Preservation Officer or the Heritage Preservation Commission has made a determination that the proposed HOHD or MHOHD has no adverse effect or has appropriately mitigated its effects on the historic cultural resource .
 2. Adequate transit service is available to the Development Site containing four dwelling units or more. Adequate transit service from a Development Site to a permanent transit stop is:
 - a. Less than or equal to 1,320 feet; or
 - b. A distance greater than 1,320 feet when the Planning and Zoning Commission finds that the route to the permanent transit stop has adequate nighttime lighting and does not have a significant grade change, and the distance does not impede reasonable access to transit.

The distance between the permanent transit stop to the Development Site shall be measured following a continuously improved sidewalk and/or public paved trail.

Section 13. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-40.60: Specific to Uses, 10-40.60.260 Mixed Use, subsection D. Site Layout and Development Design Standards., to delete paragraph 2, as follows:

10-40.60.260 Mixed Use

D. Site Layout and Development Design Standards.

~~2. There is no density limitation established for residential uses in mixed use developments. Instead, applicable floor area ratio, building height, parking, landscaping, etc., standards will apply to provide a control on the bulk and mass of the development and the number of residential units permitted.~~

Section 14. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, to add 10-50.80.061 Transit Pass Parking Reduction Pilot Program, to the list of sections in numerical order, as follows:

**Division 10-50.80:
Parking Standards**

Sections:

- 10-50.80.010 Purpose
- 10-50.80.020 Applicability
- 10-50.80.030 General Parking Standards

- 10-50.80.040 Number of Motor Vehicle Parking Spaces Required
- 10-50.80.050 Bicycle Parking
- 10-50.80.060 Parking Adjustments
- 10-50.80.061 Transit Pass Parking Reduction Pilot Program**
- 10-50.80.070 Parking Alternatives
- 10-50.80.080 Parking Spaces, Parking Lot Design and Layout
- 10-50.80.090 Development and Maintenance

Section 15. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, Section 10-50.80.040 Number of Motor Vehicle Parking Spaces Required, subsection C. General to All Zones., Table 10-50.80.040.A: Number of Motor Vehicle Parking Spaces Required, as follows:

Section 10-50.80.040 Number of Motor Vehicle Parking Spaces Required

C. General to All Zones.

Table 10-50.80.040.A: Number of Motor Vehicle Parking Spaces Required

| Use | Number of Required Spaces |
|--|---|
| Residential | |
| Market Rate (all dwelling classifications) | |
| Single-Family Dwelling (Attached and Detached) ¹ (Attached and Detached) ¹ | 2.0 spaces, plus 1 space for each additional bedroom above four bedrooms. The maximum number of required parking spaces shall not exceed 8 spaces. |

**Multifamily, Dwelling Duplex¹ and Triplex
Multiple-Family Development and Duplex¹
Developments**

Unit Type

| | |
|--------------------------------|---|
| Studio per unit | 1.25 |
| 1 Bedroom per unit | 1.5 |
| 2 – 3 Bedrooms per unit | 2.0 |
| 4 Bedrooms per unit | 2.5 |
| 5+ Bedrooms per unit | 2.5 3.0 spaces for the first 4 5 bedrooms plus 0.5 space for each additional bedroom |

Guest Spaces ~~for Multifamily Dwelling Duplex and Triplex~~ (Includes spaces for boats and RVs) 0.25 ~~per spaces~~ for each ~~2+ bedroom~~ unit with two bedrooms and greater

Affordable (All Dwelling Classifications)

| | |
|--|-------------------------------|
| Studio | 1.0 |
| 1 Bedroom | 1.0 |
| 2 – 3 Bedrooms | 1.5 |
| 4+ Bedrooms | 2.0 |
| Guest Spaces for Multifamily Dwelling (Includes Boats and RVs) | 0.25 per each 2+ bedroom unit |

High Occupancy Housing Development

- a. Single-Family - Attached and Detached, Duplex, and Development Sites with three units or less **1 space per bedroom**
- b. Developments Sites with four units or more
 The sum of:
 1 to 75 bedrooms = 1 space per bedroom, plus
 76 to 325 bedrooms = 0.90 spaces per bedroom, plus
 326 to 650 bedrooms = 0.80 spaces per bedroom, plus
 Greater than 650 bedrooms = 0.70 spaces per bedroom

Rooming and Boarding Facilities

~~Private Rooms~~ **1 per bedroom or sleeping room plus 1 for owner or manager**
~~No Private Rooms~~ **1 per 100 gsf plus 1 for owner or manager**

Mixed-Use Developments

Mixed-Use

1. 1 per 300 gsf of non-residential floor area, plus
2. One dwelling unit: 2 spaces
3. Two or more dwelling units: The spaces required for a Multiple-Family Development

Mixed-Use High Occupancy Housing Development

1. 1 per 300 gsf of non-residential floor area, plus
2. The spaces required for a High Occupancy Housing Development

End Notes

¹ Parking reductions allowed in Section 10-50.80.060, Parking Adjustments, shall not apply to single-family dwellings and duplexes.

Section 16. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, Section 10-50.80.050 Bicycle Parking., subsection B. Required Spaces., and add subsection C. Bicycle Parking Space Design., as follows:

10-50.80.050 Bicycle Parking

B. Required Bicycle Parking Spaces.

- ~~1. Two bicycle parking spaces, or five percent of required off-street parking spaces, whichever is greater, are required for all uses other than single-family uses.~~
- ~~2. Bicycle spaces shall be provided in accordance with the following requirements:
 - ~~a. Bicycle parking shall consist of either a lockable enclosure (locker) in which the bicycle is stored or a rack to which the bicycle can be locked;~~
 - ~~b. Lockers and racks shall be securely anchored to the pavement or a structure;~~
 - ~~c. Racks shall be designed and installed to support the bicycle upright by its frame in two places in a manner that will not cause damage to the wheels and to permit the frame and one or both wheels to be secure;~~~~

Figure 10-50.80.050A

Correctly Designed Bicycle Rack

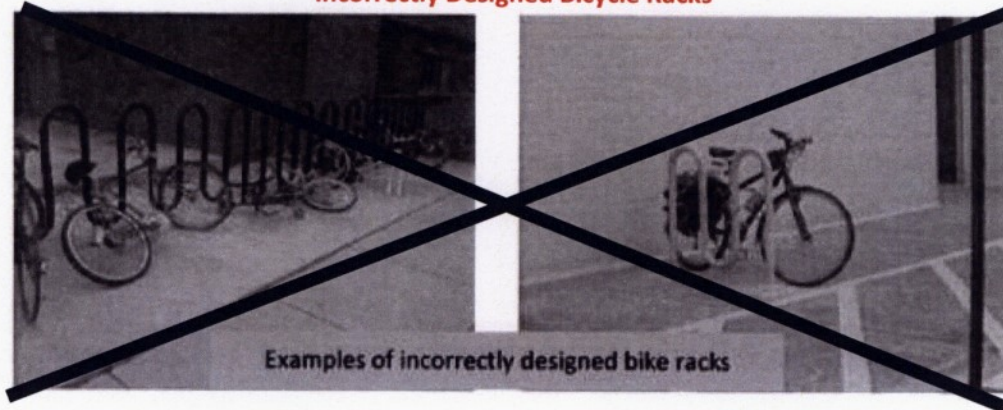


- ~~d. Areas containing bicycle spaces shall be surfaced with impervious surfaces such as concrete or pavers. Pervious pavements or gravel may be used where appropriate as determined by the Director;~~
- ~~e. When located within a parking area: curbs, fences, planter areas, bumpers, or similar barriers shall be installed and maintained for the mutual protection of bikes, motor vehicles, and pedestrians, unless determined by the Director to be unnecessary; and~~

- f. ~~Bicycle parking shall be placed in a convenient, highly visible, active, and well-lit location not more than 100 feet walking distance from the main entrance, but shall not interfere with pedestrian movements.~~

Figure 10-50.80.050B

~~Incorrectly Designed Bicycle Racks~~



- C. ~~Motor Vehicle Reduction. The Director may allow a reduction of motor vehicle parking spaces as established in Section 10-50.80.060(F).~~
- D. ~~Bicycle Parking Space Dimensions. All bicycle parking shall meet the following minimum dimensions:~~
- ~~1. Each bicycle parking space shall include a minimum area of 72 inches in length and 24 inches in width that is clear of obstructions;~~
 - ~~2. No part of the rack shall be located closer than 30 inches to a wall or other obstruction;~~
 - ~~3. The front or back of the rack shall be located no less than 48 inches from a sidewalk or pedestrian way; and~~
 - ~~4. A minimum of 30 inches shall be provided between adjoining racks.~~
1. All uses, excluding a High Occupancy Housing Development and a Mixed-Use High Occupancy Housing Development.
 - a. Minimum standard bicycle parking spaces required: The greater of two bicycle spaces, or 5% of the required vehicle parking.
 - b. Maximum standard bicycle parking spaces required: 100 bicycle spaces.
 - c. Location: Within 50 feet of the primary pedestrian entrance to the development and in accordance with the provisions of Appendix 1.4. The bicycle parking spaces shall be distributed throughout a Development Site that has multiple primary pedestrian entrances.
 - d. Exceptions. Attached and Detached Single-Family and Duplex Developments are not required to provide standard bicycle parking spaces .
 2. High Occupancy Housing Developments.
 - a. Standard bicycle parking spaces.
 - i. Minimum spaces required: Two bicycle spaces, or equal to 5% of the total number of bedrooms, whichever is greater.

- ii. **Maximum spaces required: 40 bicycle spaces.**
 - iii. **Location: Within 50 feet of the primary resident pedestrian entrance to the development and in accordance with the provisions of Appendix 1.4.**
 - b. **Secure bicycle parking spaces.**
 - i. **Minimum spaces required: Equal to 15% of the total number of bedrooms.**
 - ii. **Location: A maximum of 20 secure bicycle parking spaces may be provided outside in secure bicycle lockers. The remainder of the required secure bicycle parking spaces shall be provided in a bicycle storage room or cage within a building or parking structure.**
 - c. **Exceptions. Single-Family and duplex High Occupancy Housing Developments are not required to provide standard or secure bicycle parking spaces .**
 - 3. **Mixed-Use High Occupancy Housing Developments.**
 - a. **Minimum outdoor non-residential standard bicycle parking spaces required: Two bicycle spaces, or 5% of the required non-residential vehicle parking spaces, whichever is greater.**
 - b. **Location of non-residential standard bicycle parking spaces: Within 50 feet of the primary pedestrian entrance to the non-residential development and in accordance with the provisions of Appendix 1.4. The bicycle parking spaces shall be distributed throughout a Development Site that has multiple primary pedestrian entrances.**
 - c. **Minimum residential bicycle parking spaces required: Compliance with the High Occupancy Housing Developments requirements, subsection B.2. of this section.**
- C. **Bicycle Parking Space Design.**
 - 1. **Secure Bicycle Parking Spaces.**
 - a. **All indoor required secure bicycle parking spaces provided in a building or parking structure shall be designed in accordance with the provisions of Appendix 1.4., except as allowed in subsections C.1.b. of this section.**
 - b. **Bicycle lockers shall be designed in accordance with the provisions of Appendix 1.4.**
 - 2. **Standard Bicycle Rack Design.**
 - a. **All required bicycle racks shall be designed in accordance with the provisions of Appendix 1.4.**

Section 17. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, Section 10-50.80.060 Parking Adjustments, as follows:

10-50.80.060 Parking Adjustments

- A. **Transit.** In all zones, a parking reduction of up to 10 percent may be approved by the Director for any use within ~~one-quarter of a mile~~ **1,320 feet** of a ~~bus stop~~ **permanent transit stop**, except for a **High Occupancy Housing Development (HOHD) or a Mixed-Use High Occupancy Housing Development (MHOHD)**. **The distance between the permanent transit stop to the Development Site shall be measured following a continuously improved sidewalk and/or public paved trail.**
- B. **Shared On-Site Parking.** Where two or more uses on the same site or adjacent parcels have distinct and differing peak parking usage periods (e.g., a theater and a bank), a reduction in the required number of parking spaces as determined by the Director may be allowed in the following manner:

1. The reduction in number of required parking spaces shall be based on a parking demand study. The parking demand study shall be in accordance with established professional practices.
 2. Approval shall also require a recorded covenant running with the land, recorded by the owner of the parking lot, guaranteeing that the required parking will be maintained exclusively for the uses served and remain for the duration of the use.
- C. Parking Demand Study – Reduced Parking.** ~~Based on the completion and submittal of a parking demand study, the Director may approve a reduction in the amount of parking from that otherwise required by this division. The parking demand study shall be in accordance with established professional practices.~~
1. The property owner shall submit a study/plan prepared in accordance with the established professional traffic and parking practices by a registrant licensed to practice in the State of Arizona. The study/plan shall document how any reductions are calculated and the assumptions utilized in the calculations.
 2. The Director may approve a reduction equal to, or less than, 30 percent of the total parking spaces required by this Division, except as required in subsection C.3. of this section. Any request greater than 30 percent requires the approval of the City Council.
 3. Any request to use a Parking Demand Study to reduce the required parking for an HOHD or MHOHD shall be approved by the City Council.
- D. Traffic Management Plan Parking Reduction.** The Director shall have the ability to reduce the parking requirements for office and other uses in Section 10-50.80.040, Number of Motor Vehicle Parking Spaces Required, **except for an HOHD or MHOHD**. A traffic management plan shall be submitted with an application for site plan review. A reduction may be granted if the following standards are met:
1. The amount of the reduction shall be no more than 90 percent of the proposed reduction in employee motor vehicle trips.
 2. The buildings shall have a single user/owner who can effectively exercise control over compliance with the plan.
 3. The traffic management plan shall be submitted by a registered traffic engineer and shall include data on the effectiveness of similar plans elsewhere.
 4. The traffic management plan shall contain information on the strategies, designated parking, incentives, company vehicles, staggered work hours, and information indicating the owner's ability to provide and enforce these elements over time.
 5. The Director may impose conditions that are needed to ensure the long-term compliance to the plan, including but not limited to a reserve parking area, phasing, or contributions to transit or other alternative means of transportation.
- E. Parking Reduction for Forest Resources.** The number of parking spaces required for a new development may be reduced by no more than five percent if existing native trees such as ponderosa pine trees are located within parking areas (but not circulation areas) and these trees are required to be preserved to satisfy the requirements for forest resource protection as defined in Division 10-50.90, Resource Protection Standards, **except for an HOHD or MHOHD**. An applicant shall demonstrate to the satisfaction of the Director that by incorporating these existing native trees

within the parking area, adequate measures are taken during construction to ensure that the trees are protected from construction activity.

- F. **Bicycle Parking Reduction.** The Director may allow a reduction of one required motor vehicle parking space for each four bicycle parking spaces provided to a maximum of five percent of the required motor vehicle parking ~~spaces.~~ **spaces, except for an HOHD or MHOHD.**
- G. **Motorcycle Parking Reduction.** A reduction of one parking space for multifamily residential and nonresidential uses may be allowed by the Director if one motorcycle parking space for every 25 required motor vehicle spaces is provided, subject to the following standards:
 - 1. Each motorcycle space shall be easily accessible and have adequate space for a standard-size motorcycle, i.e., a minimum dimension of four feet by nine feet.
 - 2. Motorcycle parking areas shall be clearly identified with appropriate striping.

Section 18. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, to add Section 10-50.80.061 Transit Pass Parking Reduction Pilot Program, as follows:

Division 10-50.80: Parking Standards

10-50.80.061 Transit Pass Parking Reduction Pilot Program

- A. **The purpose of the Transit Pass Parking Reduction Pilot Program (TPPR) is to allow:**
 - 1. **Property owners the option to reduce a development's vehicle parking requirements by providing annual transit passes to tenants and employees; and**
 - 2. **The City to determine the effectiveness of the program to reduce a development's parking demand, and to determine if the tenants and employees are utilizing transit.**
- B. **Program Term.** Unless otherwise extended by a separate ordinance approved by the City Council, the TPPR shall terminate at 11:59 p.m. on December 31, 2026.
- C. **Maximum Parking Reduction.** The Director may approve up to a 20 percent reduction in the parking requirements of Section 10-50.80.040 in accordance with the minimum requirements of subsection D of this section, and the approval of a transit pass agreement specified in subsection E of this section.
 - 1. **This reduction shall not be approved on a site that utilizes any reduction specified in 10-50.80.060.**
- D. **Minimum Requirements.**
 - 1. **The TPPR is only available to HOHD and MHOHD developments.**
 - 2. **This reduction may only be approved for an HOHD or MHOHD that has a vehicle parking requirement equal to, or greater than, 100 spaces.**
 - 3. **The total residential parking requirement shall not be reduced to an amount less than 0.65 spaces per bedroom. The required parking for a development shall be calculated in accordance with Table 10-50.80.040.A. before any reduction is applied.**

4. The TPPR is only available to a Development Site within 1,320 feet of a permanent transit stop. The distance between the permanent transit stop to the Development Site shall be measured following a continuously improved sidewalk and/or public paved trail..
 5. The property owner shall make available annual transit passes to all tenants and employees of the HOHD or MHOHD. The transit pass(es) shall be provided at no cost to the tenants and employees. No tenant and employee shall be refused a transit pass.
 6. The requirement to provide the transit passes shall be perpetual, unless the property owner provides the minimum number of parking spaces required (without any TPPR parking reduction) by the Zoning Code for the Development Site, and the Transit Pass Agreement of subsection E of this section is terminated.
 7. The termination of the TPPR does not alleviate a property owner from providing the transit passes that are required for participation in the TPPR until the Transit Pass Agreement is terminated and the minimum parking spaces are provided as set forth herein.
- E. Transit Pass Agreement.**
1. The Director may enter into a Transit Pass Agreement with the property owner to allow a reduction in the required number of residential parking spaces in accordance with the provisions of this section. The agreement shall be in a form satisfactory to the City Attorney, or designee.
 2. The agreement shall be perpetual unless terminated in accordance with the provisions of this section and the agreement.
 3. The agreement shall include, but is not limited to:
 - a. The type of transit passes to be provided;
 - b. Notification requirements to tenants and employees of the availability of transit passes to them at no cost;
 - c. A requirement to obtain, maintain, and provide the City with the following information:
 - i. The number and types of transit passes requested and provided;
 - ii. Utilization frequency reports from the transit provider;
 - iii. Documentation of the annual transit pass proof of purchase;
 - iv. Bedroom occupancy rates; and
 - v. The number of tenant vehicles stored onsite and offsite within the city of Flagstaff.
 - d. An agreement to assist the City of Flagstaff employee(s) and/or City contractor(s) in the collection of vehicle and/or transit usage data, and other City studies to determine the effectiveness of the TPPR;
 - e. Reasonable access for City of Flagstaff employee(s) and/or City contractor(s) to study and count onsite parking utilization rates upon delivery of a written notice;
 - f. Annual reporting requirements;
 - g. Violations and remedies; and
 - h. Any other provision necessary as determined by the City Attorney, Director, or designee to document the requirements and enforcement of this section and the agreement.

4. The agreement shall be approved by the Director and property owner prior to the issuance of any building permit for the Development Site.
5. The City shall record the approved Transit Pass Agreement against the real property of the Development Site. Recordation fees shall be paid by the property owner prior to the issuance of any building permit for the Development Site.

Section 19. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.80: Parking Standards, 10-50.80.080 Parking Spaces, Parking Lot Design and Layout, subsection K, as follows:

10-50.80.080 Parking Spaces, Parking Lot Design and Layout

K. Tandem Parking. ~~Tandem parking is permitted in all zones for single family residences, accessory dwelling units, and duplexes as follows:~~

1. Tandem parking is allowed in all:
 - a. Zones for single-family attached and detached dwelling units, and accessory dwelling units; and
 - b. Non-Transect Residential Zones for duplex developments.
- ~~1.2.~~ Both tandem parking spaces satisfy the parking requirement of ~~one one-dwelling unit.- residential unit; and~~
- ~~2. 3.~~ Neither of the tandem parking spaces shall be for required accessible parking spaces.

Section 20. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.080 Bungalow Court, subsection F, as follows:

10-50.110.080 Bungalow Court

F. Vehicle Access and Parking

Parking spaces may be enclosed, covered or open.

Spaces may be individually accessible by the units and/or via a common parking area located at the rear or side of the lot.

~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~

Section 21. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.090 Duplex, Side-by-Side, subsection F, as follows:

10-50.110.090 Duplex, Side-by-Side

F. Vehicle Access and Parking

Parking spaces may be enclosed, covered or open.

~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~

Section 22. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.100 Duplex Stacked, subsection F, as follows:

10-50.110.100 Duplex, Stacked

F. Vehicle Access and Parking

Parking spaces may be enclosed, covered or open.

~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~

Section 23. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.110 Duplex, Front-and-Back, subsection F, as follows:

10-50.110.110 Duplex, Front-and-Back

F. Vehicle Access and Parking

Parking spaces may be enclosed, covered or open.

~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~

Section 24. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-50.110: Specific to Building Types, Section 10-50.110.120 Stacked Triplex, subsection F, as follows:

10-50.110.120 Stacked Triplex

F. Vehicle Access and Parking

Where an alley is present, parking and services shall be accessed from the alley.

Parking spaces may be enclosed, covered or open.

~~Tandem parking is allowed for off-street parking to meet the requirements for a residential unit.~~

Section 25. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.080 Definitions, "H", to add the term "High Occupancy Housing Development (HOHD)" and related terms, as follows:

Section 10-80.20.080 Definitions, "H"

High Occupancy Housing Development (HOHD): Means any of following: High Occupancy Housing Development, Single-Family; High Occupancy Housing Development, Two-units; High Occupancy Housing Development, Three-units; and High Occupancy Housing Development, Four-units and Greater (see definitions below). HOUSING DEVELOPMENT, EITHER FOR RENTAL OR PURCHASE, IN WHICH ALL DWELLING UNITS ARE PERMANENTLY AFFORDABLE AND OFFERED AT 60 PERCENT OF THE AREA MEDIAN INCOME (AMI) IN COMPLIANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGULATIONS SHALL NOT BE CATEGORIZED AS HIGH OCCUPANCY HOUSING DEVELOPMENT, REGARDLESS OF THE NUMBER UNITS, BEDROOMS, OR ZONING.

High Occupancy Housing Development, Single-Family: A single-family attached or detached dwelling unit with:

- a. Seven or more bedrooms; or
- b. Five or more sanitation facilities.

High Occupancy Housing Development, Two-units: A lot or parcel containing two dwelling units, excluding an Accessory Dwelling Unit, with:

- a. More than a total of seven bedrooms; or
- b. One or more dwelling unit(s) containing four or more sanitation facilities.

High Occupancy Housing Development, Three-units: A lot or parcel containing three dwelling units with:

- a. **More than a total of nine bedrooms; or**
- b. **One or more dwelling unit(s) containing four or more sanitation facilities.**

High Occupancy Housing Development, Four-units and Greater: A Development Site containing four or more dwelling units where:

- a. **More than 20 percent of the total dwelling units have four bedrooms or more;**
- b. **One or more of the dwelling unit(s) containing four or more sanitation facilities; or**
- c. **The total number of dwelling units per acre, or bedrooms per acre, requires a Conditional Use Permit for an HOHD in accordance with the building form and property development standards of the property’s designated Non-Transect Zone; or, if the property owner has elected a Transect Zone, the density is greater than 29 dwelling units per acre or 72.5 bedrooms per acre.**

Section 26. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.130 Definitions, “M”, to add the term “Mixed-Use High Occupancy Housing Development (MHOHD)”, as follows:

10-80.20.130 Definitions, “M”

Mixed-Use High Occupancy Housing Development (MHOHD):

- 1. **A mixed-use development with:**
 - a. **More than 20 percent of the total dwelling units have four bedrooms or more;**
 - b. **One or more dwelling unit(s) containing four or more sanitation facilities; or**
 - c. **The total number of dwelling units per acre, or bedrooms per acre, requires a Conditional Use Permit for an MHOHD in accordance with the building form and property development standards of the property’s designated Non-Transect Zone; or, if the property owner has elected a Transect Zone, the density is greater than 29 dwelling units per acre or 72.5 bedrooms per acre.**
- 2. **MIXED-USE HOUSING DEVELOPMENT, EITHER FOR RENTAL OR PURCHASE, IN WHICH ALL DWELLING UNITS ARE PERMANENTLY AFFORDABLE AND OFFERED AT 60 PERCENT OF THE AREA MEDIAN INCOME (AMI) IN COMPLIANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGULATIONS SHALL NOT BE CATEGORIZED AS HIGH OCCUPANCY HOUSING DEVELOPMENT, REGARDLESS OF THE NUMBER OF UNITS, BEDROOMS, OR ZONING.**

Section 27. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.180 Definitions, “R”, to add the terms “Ratio, Bedroom-to-Dwelling Unit,” and “Ratio, Bedroom-to-Sanitation Facility” as follows:

Section 10-80.20.180 Definitions, “R”

Ratio, Bedroom-to-Dwelling Unit: The total number of bedrooms divided by the total number of dwelling units.

Examples: An HOHD has a total number of 1160 bedrooms and 350 dwelling units. The Bedroom-to-Dwelling Unit Ratio is:

$$\frac{1160 \text{ bedrooms}}{350 \text{ dwelling units}} = 3.31$$

Section 28. Amend Title 10 FLAGSTAFF ZONING CODE, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.190 Definitions, "S", to modify the term "Sanitation Facilities," as follows:

Section 10-80.20.190 Definitions, "S"

Sanitation **Facilities Facility**: A delineated area for bathing **bathroom** that contains **any combination of, or individually,** a toilet, **shower,** sink, and a shower or, tub **or related bathing and sanitation fixtures.** The fixtures (toilet, sink, and a shower or tub) may be located in a room or in close proximity that functions as a Sanitation Facility as determined by the Zoning Administrator.

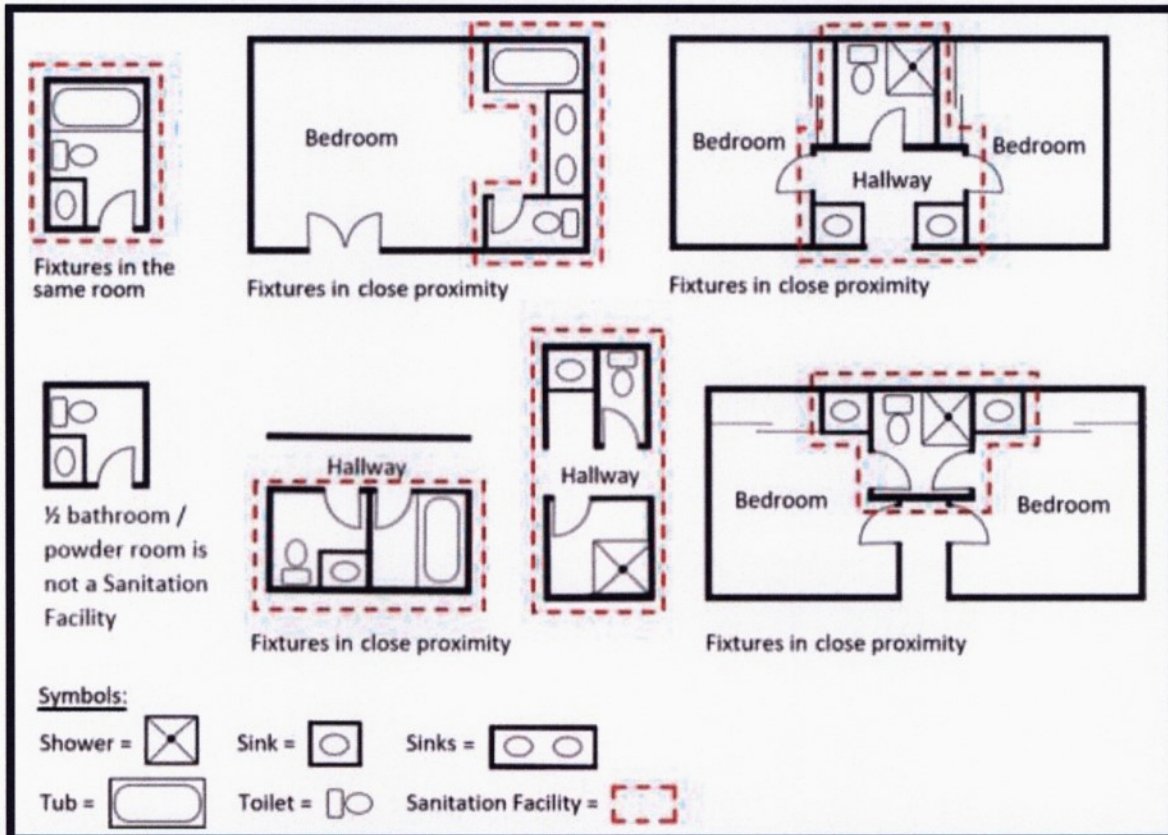


Figure 10-80.20.190 Sanitation Facility Examples

Section 29. Amend Title 10 FLAGSTAFF ZONING CODE, APPENDICES to add Appendix 1.4 Bicycle Parking Space Design Requirements, to the list, as follows:

APPENDICES

| | |
|---------------------|---|
| Appendix 1.1 | Design Guidelines |
| Appendix 1.2 | Additional Information on Smart Growth and Traditional Neighborhood Developments |
| Appendix 1.3 | Sustainability Guidelines |
| Appendix 1.4 | Bicycle Parking Space Design Requirements |
| Appendix 2 | Planning Fee Schedule |
| Appendix 3 | City of Flagstaff Landscape Plant List |
| Appendix 4 | Outdoor Lighting Reference Material |
| Appendix 5 | Additional Information Applicable to Division 10-50.90, Resource Protection Standards |
| Appendix 6 | Additional Information on Affordable Housing |
| Appendix 7 | List of Major Arterial Streets |

Section 30. Amend Title 10 FLAGSTAFF ZONING CODE, APPENDICES, to add Appendix 1.4 Bicycle Space Design Requirements, as follows:

APPENDICES

Appendix 1.4 Bicycle Space Design Requirements

1.4.010 Purpose

A. It is the purpose of this Appendix to establish the minimum acceptable standards for bicycle parking spaces that are required by the Zoning Code.

1.4.020 Applicability

A. Requirements of this Appendix shall apply to all bicycle parking spaces provided on a Development Site within the Flagstaff city limits.

1.4.030 Standard Bicycle Rack Design Requirements

A. Rack Design.

1. Each rack shall be provided in accordance with one of the designs indicated in Figure 1.4.030.A., unless an alternative design is allowed in accordance with subsection C of this section.

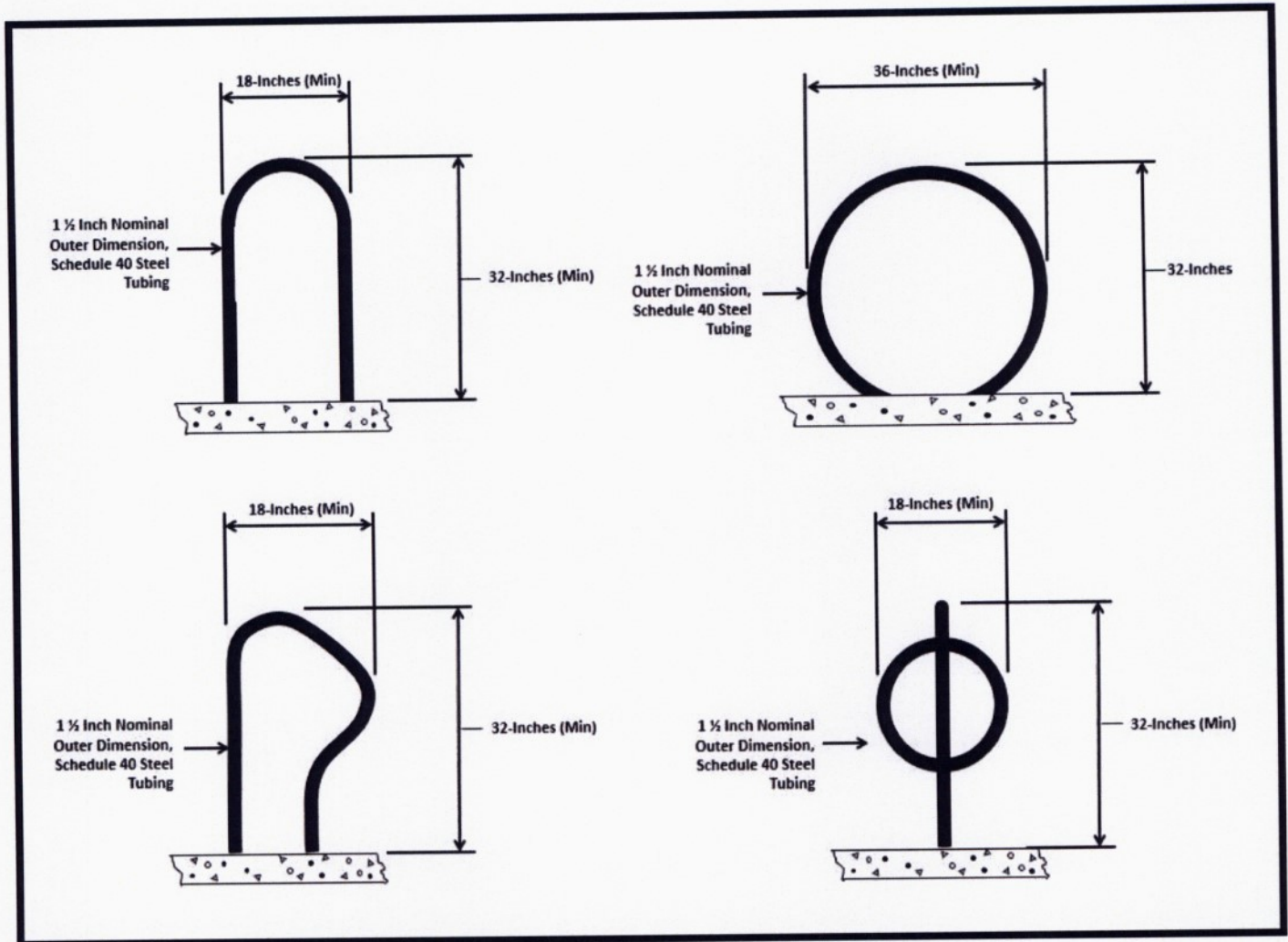


Figure 1.4.030.A. Rack Designs

B. Rack Placement.

1. The bicycle rack(s) shall be:

- a. Placed in an area that complies with the location provisions of Section 10-50.80.050.B., is highly visible, well-illuminated, has frequent pedestrian activity, and is in accordance with Figure 1.4.030.B.1.;and
- b. Securely mounted with a tamper-proof mounting technique to an impervious concrete, paver, or asphalt surface, unless an alternative surface is approved by the Director.

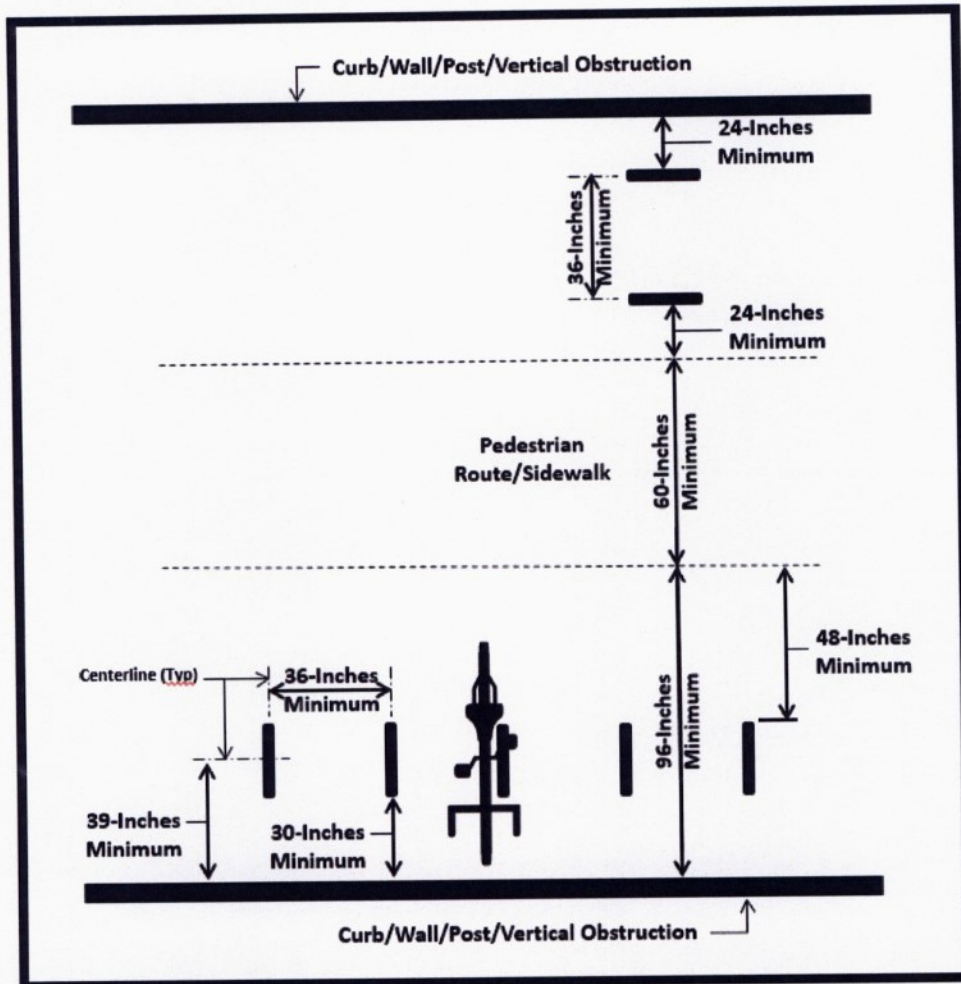


Figure 1.4.030.B.1. Bicycle Rack Placement

2. The placement of a bicycle rack shall not interfere with pedestrian movements.
 3. Any bicycle rack(s) located within a parking area shall be within a barrier consisting of bollards, curbs, curb-bumpers, fences, planting areas, or a similar barrier approved by the Director.
- C. Alternative Bicycle Rack Designs. The Director may approve an alternative rack design that complies with the following requirements:
1. The rack shall allow the bicycle frame and one or both wheels to be secured with a standard U-lock;
 2. The rack shall be designed to support a bicycle frame in two places in a manner that does not cause damage to the wheels or allow the bicycle to tip over;
 3. The rack shall be constructed of a material of sufficient strength that resists cutting, rust, bending, and deformation (Schedule 40 metal pipe is the minimum standard); and
 4. The rack is not a design similar to types indicated in Figure 1.4.030.C.4.

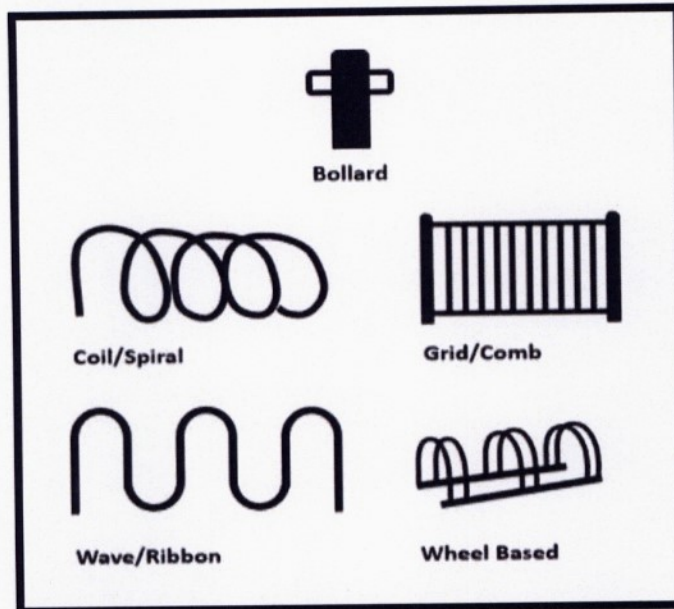


Figure 1.4.030.C.4. Unacceptable Bicycle Rack Designs

1.4.040 Standards for Indoor Secure Bicycle Parking Spaces

A. Secure Bicycle Parking Space Design.

1. The required secure bicycle parking spaces shall be in separate room(s) or cage(s) (the "Facilities") designed for bicycle storage within a building or parking structure.
2. The Facilities shall be:
 - a. On the ground level, or another level that has elevator access, provided that the elevator has an interior width or depth of at least six feet;
 - b. Accessed through a door or gate that utilizes an electronic keypad and code, security pass card, or a similar electronic system approved by the Director;
 - c. In a location that is illuminated in accordance with the Illuminating Engineering Society (IES) of North America (IESNA) standards for security;
 - d. Limited to the storage of bicycles; and
 - e. Include bicycle racks or lockers.
3. The bicycle rack(s) shall:
 - a. Conform with Section 1.4.030.A., unless an alternative design is allowed in accordance with Section 1.4.030.C.;
 - b. Be securely mounted with a tamper-proof mounting technique to an impervious concrete, paver, or asphalt surface; and
 - c. Be placed in accordance with Figure 1.4.040.A.3.c., unless an alternative configuration is approved by the Director.

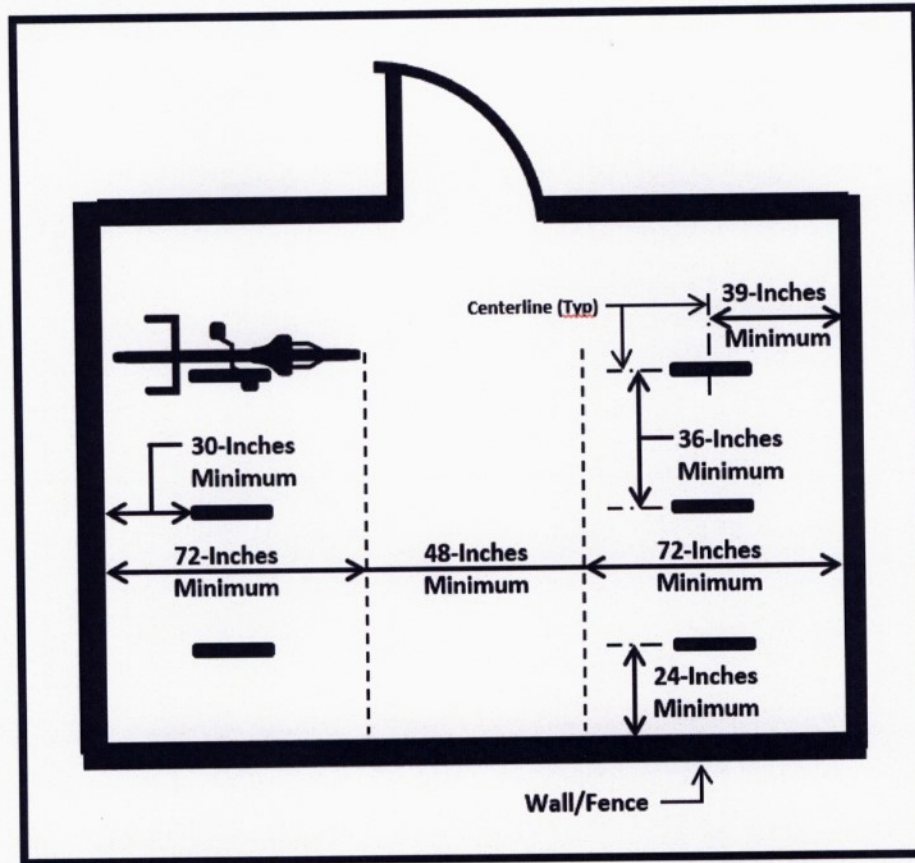


Figure 1.4.040.A.3.c. Bicycle Storage Room/Cage

1.4.050 Standards for Bicycle Lockers

A. Bicycle Locker Design and Location Requirements.

1. The lockers shall be constructed of metal. If windows are provided in the locker, the windows shall be constructed with unbreakable material. Plastic lockers are prohibited.
2. The lockers shall utilize an integral mechanical or digital ("smart") locking mechanism. Lockers that use hasp or mechanisms that allow the use of user locks is prohibited.
3. Stacked lockers shall have a wheel track to guide the bicycle into the locker.
4. Lockers located within a parking area shall be within a barrier consisting of bollards, curbs, curb-bumpers, fences, planting areas, or similar barriers approved by the Director.
5. Lockers placed outdoors shall be within 50 feet of a primary resident entry to a building. The locker(s) shall not be placed between a building and a street.
6. The lockers shall be in a location that is illuminated in accordance with the Illuminating Engineering Society (IES) of North America (IESNA) standards for security.
7. Lockers placed in a building or parking structure shall be on the ground level, or another level that has elevator access, provided that the elevator has an interior width or depth of at least six feet.
8. The placement of a locker shall not interfere with pedestrian movements.

9. The size and placement of the lockers shall conform with Figure 1.4.050.A.9., unless an alternative configuration is approved by the Director.

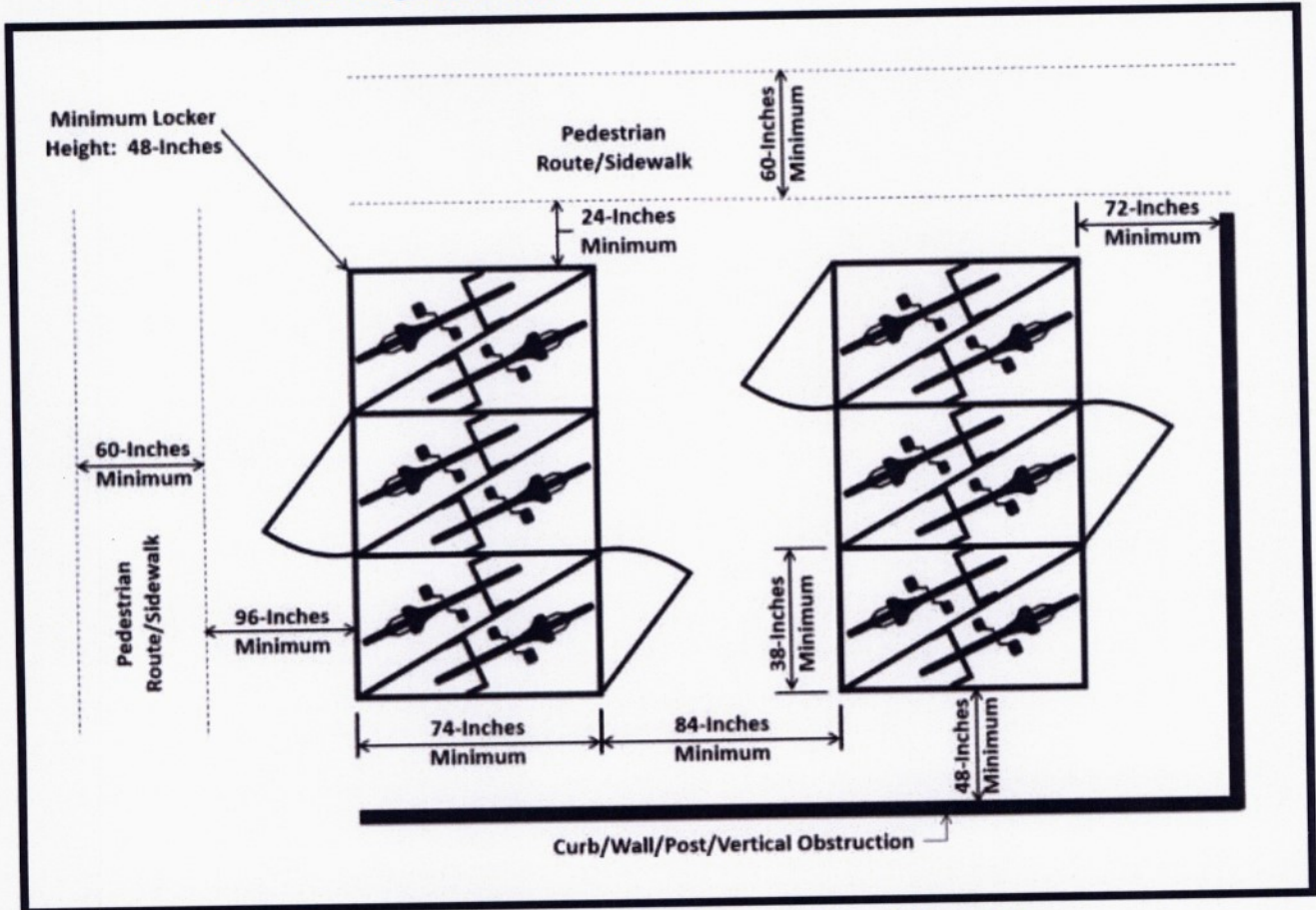


Figure 1.4.050.A.9. Bicycle Locker Size and Placement

Prop 207 Claims

Binding Waivers of Enforcement

Christina Rubalcava
Senior Assistant City Attorney





Background



Ordinance 2020-11

- On May 5, 2020, the Flagstaff City Council adopted Ordinance 2020-11, which made various amendments to the Flagstaff Zoning Code.
- The amendments made certain changes, including increasing the minimum lot width for a stacked triplex from 50 to 75 feet, and applying the new minimum to new and existing lots.



Background

Ordinance 2020-28

- On November 17, 2020, the Flagstaff City Council adopted Ordinance 2020-28, which made various amendments to the Flagstaff Zoning Code.
- The amendments made certain changes regulating High Occupancy Housing (“HOH”), including:
 - Requiring a Conditional Use Permit for HOH
 - Restricting HOH of 4 units or more to the pedestrian shed of an activity center
 - Adding parking, bedroom/bathroom, and other HOH regulations



Background



Prop 207 Claims

- In June and July 2022, the City received Prop 207 claims on behalf of 13 parcels of land.
- The owners claim that, as the result of the 2020 code amendments, their properties lost a collective \$75 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 HOH Zoning Code amendments will not be enforced nor applicable to the entirety, or any portion of, the 11 properties identified as the HOH Properties in Binding Waiver of Enforcement, attached to the staff summary as Exhibit A to the Resolution.
- And the previous 50-foot lot width minimum standard will continue to apply to the 2 properties identified as Miscellaneous Amendment Properties in the Binding Waiver of Enforcement.



Questions?



Any questions?

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Bryce Doty, Real Estate Manager
Date: 08/29/2022
Meeting Date: 09/06/2022



TITLE:

Consideration and Adoption of Ordinance No. 2022-21: An ordinance of the Flagstaff City Council authorizing the acquisition of real property from the BNSF Railway Company; providing for delegation of authority, repeal of conflicting ordinances, severability, clerical corrections, and establishing an effective date; and

Consideration and Approval of Contract: A Real Estate Purchase and Sale Agreement with BNSF Railway Company to purchase approximately 2,614 square feet of real property, to be executed after the effective date of Ordinance No. 2022-21.

STAFF RECOMMENDED ACTION:

At the September 6th Council Meeting:

- 1) Read Ordinance No. 2022-21 by title only for the first time
- 2) City Clerk reads Ordinance No. 2022-21 by title only (if approved above)

At the September 20th Council Meeting:

- 3) Read Ordinance No. 2022-21 by title only for the final time
- 4) City Clerk reads Ordinance No. 2022-21 by title only (if approved above)
- 5) Adopt Ordinance No. 2022-21
- 6) Approve the Real Estate Purchase and Sale Agreement, and authorize the Mayor to execute the required documents after the effective date of Ordinance No. 2022-21

Executive Summary:

A small parcel owned by the BNSF Railway Company is sandwiched between City property located at 116 and 216 W. Phoenix Avenue, identified by Coconino County Assessor Parcel Number 100-43-001D. Mountain Line's new Downtown Connection Center project is located on the City properties. BNSF has agreed to sell the parcel to the City through the attached purchase and sale agreement, which is its form.

This parcel, once acquired, is subject to the IGA between the City and Mountain line for the Downtown Connection Center approved on 6/21/22 and will become part of the leased City property for the facility. This ordinance authorizes the real property acquisition.

Note: The legal description and map of the property is being prepared, and will be attached prior to the Council meeting. The purchase and sale agreement will be updated with the correct closing date and attached prior to the Council meeting when the contract will be approved.

Financial Impact:

The City's offer to BNSF, based on an appraisal of the land was accepted in the amount of \$71,900. A processing fee of \$2,500 in addition to the purchase price brings the total acquisition to \$74,400. Account number 044-09-404-1500-1-4431 and budget appropriation is available in 044-09-404-1500-1-4273 for the acquisition.

Policy Impact:

N/A

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

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:

On June 21, 2022, Council approved an IGA with Mountain Line to lease the adjoining city-owned parcels and this parcel once acquired for the construction and operation of the Downtown Connection Center.

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.

The City began negotiations with BNSF to acquire the parcel in between the two city parcels began in 2020 and formally applied to purchase the property on August 31, 2021.

Key Considerations:

Acquiring the parcel allows full site control between the both phases of the DCC development. 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. Failure to acquire the BNSF parcel could lead to accessibility and access issues between the bus bays and the new DCC building. This could lead to re-design requirements and delays.

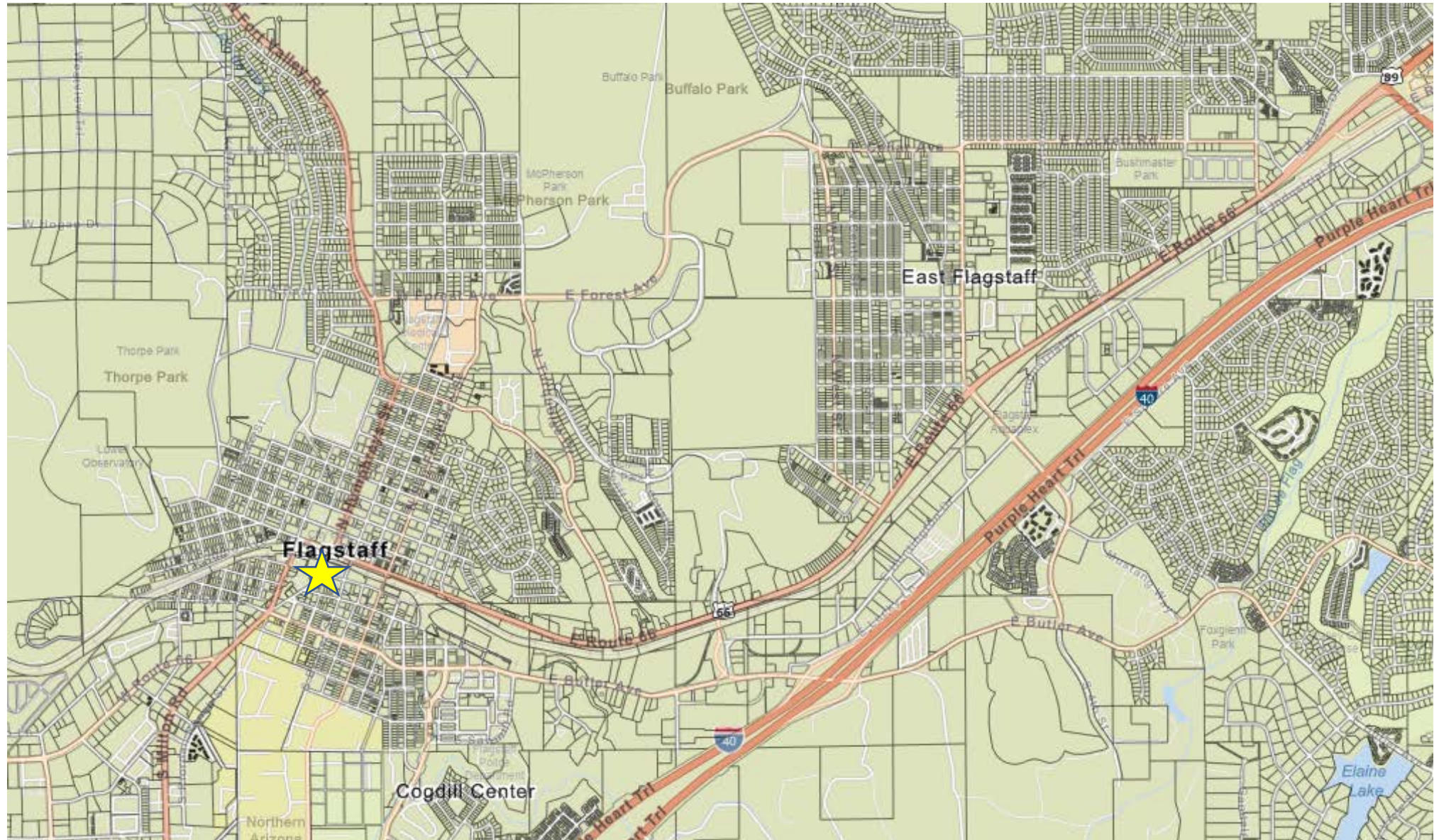
Attachments: [Presentation](#)
 [Ord. 2022-21](#)
 [Draft Purchase Contract](#)

Acquisition of BNSF Property





Vicinity Map



1



View north across the subject property from Phoenix Avenue

2



View north across the subject property

ORDINANCE NO. 2022-21

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF REAL PROPERTY FROM THE BNSF RAILWAY COMPANY; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, pursuant to Article I, Section 3 of the Flagstaff City Charter, the City has the power and authority to acquire real property; and

WHEREAS, pursuant to Article VII, Section 5 of the Flagstaff City Charter, acquisition of real property is to be approved by ordinance; and

WHEREAS, the City desires to acquire from BNSF Railway Company a parcel of land located north of Phoenix Avenue, between Milton Road and S. Beaver Street in Flagstaff, Arizona for purposes of property assembly with adjacent real property owned by the City.

ENACTMENTS:

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the acquisition of an approximately 2,614 square foot parcel of land located in the City of Flagstaff, Coconino County and legally described and depicted in Exhibit 1 attached hereto and incorporated by reference ("the Property"). The Property may be acquired through purchase, exchange, gift, donation, or dedication.

If the Property has been acquired by the City prior to the effective date of this ordinance, then the acquisition is hereby ratified.

SECTION 2. Delegation of Authority.

The Mayor, City Manager, City Attorney, City Clerk, City Engineer, Finance Director, Community Development Director, Real Estate Manager, or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to acquire the Property and to carry out the purpose and intent of this ordinance.

SECTION 3. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 4. Severability.

That if any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the City 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 become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of September, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Attachments:

Exhibit 1 Legal description and map

BNSF RAILWAY COMPANY

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (“**Agreement**”) is entered into as of the Effective Date (defined below) between **CITY OF FLAGSTAFF**, an Arizona Municipal Corporation (“**Buyer**”) and **BNSF RAILWAY COMPANY** (“**Seller**”). This Agreement shall not be binding upon either party unless and until both parties have executed and delivered this Agreement. The submission of this document by Seller to Buyer shall not constitute an offer to sell by Seller.

In consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

GENERAL TERMS AND DEFINITIONS

1. The following terms shall have the meanings set forth below:

Closing. The consummation of the transaction contemplated by this Agreement, which shall be deemed to have occurred when both parties have delivered the items contemplated in Section 4 of this Agreement.

Closing Date Notwithstanding, anything herein, this sale shall close on or before August 15, 2022. Seller shall have the right to extend the closing up to ninety (90) days, at Seller’s sole judgment.

Earnest Money The cash sum of Seventy-One Thousand Nine-Hundred Dollars and zero/100’s (\$71,900.00) made payable to The Bank of New York Mellon Trust Company, NA.

Effective Date The date of Seller’s execution of this Agreement as indicated below Seller’s signature hereto.

Property That parcel of land situated in or near the City of Flagstaff, County of Coconino and State of Arizona, shown hatched black on map marked Exhibit A dated May 21, 2019 attached hereto and made a part hereof, subject to revision as set forth below in Section 3.

Purchase Price The sum of Seventy-One Thousand Nine-Hundred Dollars and zero/100’s (\$71,900.00).

Review Period The period commencing on the Effective Date and expiring at 5:00 p.m. central time on the date that is 7 days after the Effective Date.

PURCHASE AND SALE

2. (a) Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase and accept from Seller, for the Purchase Price, all of Seller’s right, title and interest (if any), in and to the Property.

(b) Seller may assign its rights (but not its obligations) under this Agreement to Goldfinch Exchange Company LLC, (Goldfinch) an exchange intermediary, in order for Seller to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Seller shall provide Buyer with a Notice of Assignment, attached as Exhibit B, and Buyer shall execute an acknowledgement of receipt of such notice. Buyer may also assign its rights (but not its obligations) under this Agreement to an exchange intermediary in order for Buyer to effect an exchange under Section 1031 of the Internal of Revenue Code.

(c) Upon submission by Buyer to Seller of this Agreement signed by Buyer, Buyer shall deposit the Earnest Money with Goldfinch as escrow agent. Goldfinch shall hold the Earnest Money in escrow pursuant to the terms and conditions of this Agreement. The Earnest Money shall be refunded to Buyer if this Agreement is not executed and delivered by Seller within forty five (45) days after the date Buyer delivers this agreement fully executed by Buyer and deposits the Earnest Money. Buyer shall not be entitled to any interest on the Earnest Money held by Goldfinch pursuant to this Agreement. Buyer acknowledges that receipt by Goldfinch of the Earnest Money shall not constitute acceptance of this Agreement or Buyer's offer provided, however, that Goldfinch shall return the Earnest Money to Buyer if Seller does not execute and deliver this Agreement within forty-five (45) days after Buyer deposits the Earnest Money. Goldfinch shall deliver the Earnest Money to the party entitled thereto pursuant to this Agreement, provided, however if there is a dispute between Buyer and Seller as to who is so entitled, Goldfinch may deposit the Earnest Money with a court of competent jurisdiction pending resolution of such dispute.

(d) The balance of the Purchase Price shall be paid at Closing as provided below.

INSPECTION

3. (a) After the Effective Date, Buyer shall, at Buyer's sole cost and expense, cause to be prepared a survey of the Property certified to Seller, Buyer and such other parties as Buyer may choose showing the boundaries of the Property and any improvements located thereon (the "**Survey**"). Said Survey shall be delivered to Seller no later than twenty (20) days prior to the Closing Date. Seller shall have the right to review and require necessary changes to the Survey to more accurately describe the Property and any Easements located thereon. If Seller does not agree that the description of the Property contained on the Survey is the Property Seller wishes to sell or otherwise objects to the Survey then Seller may terminate this Agreement by written notice to Buyer in which case the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination. If Seller agrees in writing that the Survey description is accurate then the description thereon shall be the definition of the Property for all purposes under this Agreement. In the event a city, county, or other governing authority where the Property is located (a "**Municipality**") requires a survey or plat to convey the Property (a "**Plat**"), the Buyer shall obtain, at Buyer's sole cost and expense, such Plat and the approval of such Municipality. Seller's obligations hereunder are conditioned upon Seller's approval of the Plat approved by the Municipality. Buyer shall provide the proposed Plat to Seller prior to submission to the Municipality and prior to the expiration of the Review Period.

(b) Buyer shall have until the end of the Review Period to examine title to the Property. If Buyer elects to obtain a title commitment for the Property Buyer may deliver to Seller no later than the expiration of the Review Period written notice of any objections to the status of title or matters reflected on the Survey that Buyer may have together with a copy of such title commitment, Survey and all matters referenced therein. Seller shall have no obligation to cure any such objection. If Seller notifies Buyer in writing that Seller will cure any such objection Seller (a) shall make good faith efforts to cure such matter by the Closing Date and if not cured by such date Buyer may terminate this Agreement in which case the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination, and (b) may effect such cure by causing the title company issuing the title commitment to remove such matter as an exception from coverage by paying additional premium therefor or otherwise.

If Seller at any time notifies Buyer in writing that Seller is not willing or able to cure any of the such objections (including those which Seller has previously endeavored to cure) then Buyer or Seller may terminate this Agreement by written notice to the other delivered within five (5) days after Seller so notifies Buyer that Seller is unwilling or unable to cure such objection. In the event of such termination, the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination. If this Agreement is not so terminated, the parties shall proceed to Closing according to the remaining provisions of this Agreement.

(c) Prior to any entry upon the Property by Buyer, the surveyor preparing the Survey or other individuals on behalf of Buyer, Buyer shall execute and deliver to Seller an Entry and Confidentiality Agreement in the form attached hereto as Exhibit C and incorporated herein (the “**Entry Agreement**”). The terms and provisions of the Entry Agreement are incorporated herein, shall survive the Closing, shall not be merged into the Deed or any document delivered at Closing and shall survive any termination of this Agreement. Any breach by Buyer of its obligations under the Entry Agreement shall be deemed a breach by Buyer under this Agreement. Notwithstanding anything in this Agreement to the contrary, including the provisions of Section 6(a), nothing in this Agreement or the exercise of any remedy by Seller under this Agreement shall limit or affect in any manner any remedy available to Seller under the Entry Agreement in the event of a breach of Buyer’s obligations under the Entry Agreement.

(d) Notwithstanding the foregoing provisions of Section 3(b), Buyer shall not be entitled to object to any judgment against Seller which may appear of record as a lien against the Property. Seller shall pay such lien if and when it is judicially determined to be valid, and Seller hereby indemnifies the Buyer for all loss arising out of Seller's failure to have a judgment lien so settled and satisfied.

CLOSING

4. (a) Subject to the terms of this Agreement, the Closing shall occur on the Closing Date. On or before the Closing Date Buyer shall (1) pay the Purchase Price, less the Earnest Money to Seller in cash, by certified check made payable to The Bank of New York Mellon Trust Company, NA or by wire transfer to Seller's account as designated by Seller and the Earnest Money shall become the property of Seller and no longer subject to the terms of this Agreement and (2) such other affidavits or certificates as is reasonably necessary or customary to consummate the transaction. After Buyer has delivered the foregoing items, Seller shall deliver to Buyer (1) a Quitclaim Deed in recordable form, subject to all matters of record and restating the exceptions and reservations set forth in Section 8 (the “**Deed**”) conveying to Buyer Seller’s interest, if any, in and to the Property, (2) counterparts of the Exchange Assignment, and (3) such other affidavits and certificates as is reasonably necessary or customary to consummate the transaction in form and substance acceptable to Seller.

PRORATIONS AND CLOSING COSTS

5. (a) Real estate taxes and assessments payable or paid in the year of Closing shall be prorated by Seller and Buyer as of the Closing Date on the basis of the most recent ascertainable taxes assessed against the Property. If the Property is not separately assessed for tax purposes then there shall be no proration of taxes between Buyer and Seller, the parties shall cooperate post-Closing to cause the Property to be separately assessed and each party shall indemnify the other for any failure to pay real estate taxes and assessments due with respect to the properties constituting the tax parcel to which the Property is a part. Notwithstanding the foregoing, there shall be no proration for taxes to the extent the payment of same has been assumed by a tenant under an existing lease to be assigned to Buyer. All outstanding assessments on the Property levied or due in the year of Closing and afterward shall be paid by Buyer.

(b) The parties shall cooperate so that utilities serving the Property that are not the responsibility of a tenant under a lease to be assigned to Buyer at Closing, to the extent feasible, shall be switched into the name of Buyer as of the Closing Date, so that a final statement can be issued to Seller for the billing period ending on the Closing Date, and so that the first day of the first billing cycle in Buyer's name can begin on the Closing Date. If, however, the final statement covering the final period of ownership by Seller also includes periods of ownership by Buyer, Buyer shall pay Seller at Closing the amount attributable to Buyer's period of ownership. Buyer shall be responsible to pay all utilities serving the Property due after Closing.

(c) Buyer shall pay all closing costs associated with Closing including, but not limited to, any escrow fees, documentary stamps and other recording costs associated with this transaction, excise taxes, the cost of any state, county or local transfer taxes, the cost of the Survey, and the costs associated with any title insurance obtained by Buyer.

(d) If any real estate broker or agent can establish a valid claim for commission or other compensation as a result of Buyer having used their services in connection with the purchase of the Property, all such commission or other compensation shall be paid by Buyer. Seller shall not be liable for any real estate commissions or finders fees to any party with respect to the sale of the Property, except amounts due to Jones Lang LaSalle Brokerage Inc. ("**Broker**") pursuant to a separate agreement. Buyer acknowledges that Broker has advised, and hereby advises, Buyer that the Broker is acting as on behalf of the Seller, with the duty to represent Seller's interest, and Broker is not the agent of the Buyer. If a policy of title insurance is to be obtained, Buyer should obtain a commitment for title insurance which should be examined prior to closing by an attorney of Buyer's choice. Prior to the execution of this Agreement, Broker has advised and hereby advises the principals of this transaction, that this Agreement is binding on them, and the principals hereby acknowledge that they have been so advised. Broker has no authority to execute any document on behalf of Seller, make representations on behalf of Seller or bind Seller in any manner.

(e) The obligations of the parties in this Section 5, to the extent incurred, shall survive any termination of this Agreement.

DEFAULT AND REMEDIES

6. (a) In the event of a default by Buyer under the terms of this Agreement, Seller's sole and exclusive remedies shall be: (a) terminate this Agreement whereupon the parties shall have no further obligations hereunder except those that expressly survive termination, or (b) waive such default and proceed Closing, or (c) obtain specific performance of this Agreement. If Seller terminates this Agreement as provided in the previous sentence Seller shall be entitled to retain the Earnest Money. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy Seller may have at law or in equity for Buyer's default or breach of any obligation hereunder to be performed by Buyer after Closing. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain and difficult to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as liquidated damages.

(b) In the event of a default by Seller under the terms of this Agreement, Buyer's sole and exclusive remedies hereunder shall be to terminate this Agreement and receive a refund of the Earnest Money. Upon such termination and the payment of such sums by Seller the parties shall have no further obligations hereunder except those that expressly survive termination. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy Buyer may have at law or in equity for Seller's default or breach of any obligation hereunder to be performed by Seller after Closing.

NATURE OF SALE

7. Buyer has been allowed to make an inspection of the Property. **BUYER IS PURCHASING THE PROPERTY ON AN “AS-IS WITH ALL FAULTS” BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM SELLER AS TO ANY MATTERS CONCERNING THE PROPERTY,** including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the condition of title to the Property, and the leases, easements, permits, orders, licenses, or other agreements, affecting the Property (collectively, the **“Condition of the Property”**). Buyer represents and warrants to Seller that Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Seller, the manager of the Property, or any real estate broker or agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer assumes the risk that Hazardous Substances or other adverse matters may affect the Property that were not revealed by Buyer’s inspection and indemnifies, holds harmless and hereby waives, releases and discharges forever Seller and Seller’s officers, directors, shareholders, employees and agents (collectively, **“Indemnitees”**) from any and all present or future claims or demands, and any and all damages, Losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort or asserting a constitutional claim) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys’ fees) of any and every kind or character, known or unknown, arising from or in any way related to the Condition of the Property or alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial, restoration or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) capital expenditures necessary to cause the Seller remaining property or the operations or business of the Seller on its remaining property to be in compliance with the requirements of any Environmental Law, (c) Losses for or related to injury or death of any person, (d) Losses for or related to injury or damage to animal or plant life, natural resources or the environment, and (e) Losses arising under any Environmental Law enacted after transfer. The rights of Seller under this section shall be in addition to and not in lieu of any other rights or remedies to which it may be entitled under this document or otherwise. This indemnity specifically includes the obligation of Buyer to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any Hazardous Substances on the Property. The term **“Environmental Law”** means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law relating in any way to human health, occupational safety, natural resources, plant or animal life or the environment, including without limitation, principles of common law and equity, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law. The term **“Hazardous Substance”** means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of

its fractions. The provisions of this Section 7 shall be binding on Buyer, and its heirs, successors and assigns, shall be included in the Deed and shall be covenants running with the land.

RESERVATIONS

8. The obligations in this Section 8 shall be binding upon Buyer and its heirs, successors and assigns, shall be included in the Deed and shall be covenants running with the land benefiting Seller and Seller's successors and assigns. For purposes of this Section 8, Grantor shall mean Seller and Grantee shall mean Buyer. Buyer may object to the reservations set forth in Section 8(a) below in accordance with the provision of Section 3 and if Seller is unwilling or unable to cure such objection either party may terminate this Agreement as set forth in Section 3.

(a) Grantee's interest shall be subject to the rights and interests of Grantor, Grantor's licensees, permittees and other third parties in and to all existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements of any kind whatsoever on the Property whether owned, operated, used or maintained by the Grantor, Grantor's licensees, permittees or other third parties and whether or not of public record. Grantor shall have a perpetual easement on the Property for the use of such existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements by Grantor and Grantor's licensees, permittees and customers. Grantor shall have a non-exclusive easement for the construction, maintenance and operation of one or more pipelines or fiber optic lines and any and all communications facilities as may be located in the future on the Property within 60 feet of the center line of any Main Track on or adjacent to the Property and as may be presently located on the Property.

(b) Grantee's interest shall be subject to a reservation to Grantor of all coal, oil, gas, casing-head gas and all ores and minerals of every kind and nature including sand and gravel underlying the surface of the Property, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the Property, together with the right of access at all times to exercise said rights.

(c) Any improvements constructed or altered on the Property after the date Grantor quitclaims its interest to Grantee shall be constructed or altered in such a manner to provide adequate drainage of water away from any of Grantor's railroad tracks on nearby property.

(d) Grantor reserves unto itself, its successors and assigns, in perpetuity, any and all non-riparian water and water rights associated with the Property, including but not limited to, any and all ditches and ditch rights, water wells, springs, diversion works, water lines, pipes, pumps, motors, generators, electrical gear and wires, and any related equipment and improvements whatsoever, historically used upon or associated with the Property, including all mutual water company shares, ditch shares, water service agreements and contracts, and water claims, and including but not limited to, all unappropriated, undeveloped or unused water and water rights associated with or underlying the Property, and the exclusive right to develop and take water from the Property by any means, and including all appropriations, priorities, permits and certificates which are appurtenant to, associated with, used upon, flowing over, under, or lying on, in, or under the Property, together with the perpetual right to construct, install, operate, replace, rework, reconstruct, rehabilitate and maintain any and all water diversion, production, and transportation structures, equipment, improvements and piping, including but not limited to, headgates, diversion structures, water wells, water well houses, water well casing, water well screens, spring collection galleries, sumps, water pipes, and related electrical gear and wires, and to construct, install, operate and maintain water pumps and hydroelectric generation equipment and all equipment necessary, convenient or related to the

production, transportation or delivery of water from, on, under or across the Property, or any portion thereof.

(e) For 99 years after the Closing Date, Grantee covenants and agrees that the Property shall be used solely for non-residential purposes and that the groundwater will not be used for drinking water or irrigation purposes.

REPRESENTATIONS

9. Buyer represents and warrants to Seller that if Buyer is other than a natural person or persons that it is a validly formed municipality under the laws of the State of Arizona; that it is in good standing in the state of its organization and in the state in which the Property is located; that it has all requisite authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of Buyer are duly authorized to do so. Buyer represents and warrants to Seller that it is not subject to any bankruptcy proceeding. Seller represents and warrants to Buyer that it is a validly formed corporation under the laws of the State of Delaware; that it is in good standing in the state of its organization and in the state in which the Property is located; that it is not subject to any bankruptcy proceeding; that it has all requisite corporate authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of Seller are duly authorized to do so. It shall be a condition of each party's obligations to Close this transaction that the representations and warranties of the other party contained herein are true and accurate as of Closing, provided, however that if one party waives such condition by proceeding to Close with knowledge that any of the second party's representations or warranties are inaccurate, the second party shall have no liability with respect to such inaccuracy known by the first party.

MISCELLANEOUS

10. (a) Any notice under this Agreement must be written. Notices must be either (i) hand-delivered; (ii) placed in the United States certified mail, return receipt requested, addressed to the recipient; (iii) deposited with a nationally recognized overnight delivery service, addressed to the recipient as specified below; or (iv) telecopied by facsimile transmission to the party at the telecopy number listed below, provided that such transmission is followed with a copy sent by overnight delivery or regular mail to the address specified below. Any notice is effective upon deposit with the U.S. Postal Service or with the overnight delivery service, as applicable; all other notices are effective when received. All notices shall be addressed to the address of the recipient indicated below the signature of such party below. Either party may change its address for notice by proper notice to the other party.

(b) If the approval of any governmental agency is required for the sale of Seller's interest (if any) in the Property, it is understood and agreed that Seller's obligations under this Agreement are conditioned upon obtaining such approval and that both parties shall use good faith efforts to obtain such approval. If such approval cannot be obtained by the Closing Date, Seller may elect to extend the Closing Date to a date no later than ninety (90) days after the original Closing Date. In the event said approval cannot be obtained by such extended date, either party may terminate this Agreement without liability to the other, except that the Earnest Money shall be refunded to Buyer and thereafter neither party shall have any obligation hereunder except those that expressly survive termination.

(c) Nothing in this Agreement shall prevent Seller from discontinuing service over any railroad line or lines by which rail service may be provided to the Property.

(d) If, prior to Closing, the Property or any portion thereof is destroyed or damaged, or becomes subject to a taking by virtue of eminent domain to any extent whatsoever then either party may terminate this Agreement by written notice to the other within thirty (30) days after notice of such fact (but in any

event prior to Closing). If so terminated, the Earnest Money shall be refunded to Buyer and neither party shall have any further obligations hereunder except those that expressly survive termination. If not so terminated the parties shall proceed with the Closing.

(e) Time is of the essence of each of the party's respective obligations under this Agreement. Whenever a date specified in this Agreement falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day.

(f) This Agreement and, to the extent executed, the Entry Agreement, contains the entire Agreement between Seller and Buyer with respect to the Property. Oral statements or prior written matters not specifically incorporated into this Agreement are superceded hereby. No variation, modification, or change to this Agreement or the Entry Agreement shall bind either party unless set forth in a document signed by both parties. No failure or delay of either party in exercising any right, power or privilege hereunder shall operate as a waiver of such party's right to require strict compliance with any term of this Agreement. The captions above the section numbers of this Agreement are for reference only and do not modify or affect this Agreement. Each party has had the opportunity to have counsel review this Agreement and the Entry Agreement and, therefore, no rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Agreement, the Entry Agreement or any closing document. This Agreement and the Entry Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute the same Agreement. This Agreement and the Entry Agreement are intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any term or provision of this Agreement or the Entry Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement and the Entry Agreement (to the extent executed) shall continue in full force and effect, but without giving effect to such term or provision.

(g) Buyer may not assign its interest in this Agreement or the Entry Agreement without Seller's prior written consent. The provisions of this Agreement and, to the extent executed, the Entry Agreement, shall bind Seller, the Buyer, and their heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Seller, the Buyer and their heirs, executors, administrators, permitted successors and assigns. If Buyer is more than one person or entity, Buyer's obligations under this Agreement and, to the extent executed, the Entry Agreement, shall be joint and several.

(h) This Agreement relates only to land. Unless otherwise herein provided, any conveyance shall exclude Seller's railroad tracks and appurtenances thereto, Seller's buildings and any other improvements on the Property, all of which may be removed by Seller within 90 days following conveyance of the Property, and if not removed, shall be deemed abandoned by the Seller without obligation on the Seller's part and shall thereafter be and become the Property of the Buyer in place. Notwithstanding the foregoing, Seller shall not have to remove any improvements or fixtures for which an easement has been reserved hereunder or in the deed.

(i) Seller is not a foreign person as the term is used and defined in Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder. Seller shall, upon request of Buyer, complete an affidavit to this effect and deliver it to Buyer on or before closing of said sale.

(j) The provisions of Sections 5-8 and Section 10 of this Agreement shall survive Closing and shall not be merged into the Deed or any other document delivered at Closing. The provisions of Section 9 of this Agreement shall survive Closing for a period of one year and shall not be merged into the Deed or any other document delivered at Closing. Nothing in this section shall alter any requirement in any other

Section of this Agreement for the provisions of such section to be incorporated into the Deed, such as Sections 7 and 8.

(k) If any action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and discovery or investigation expenses in addition to any other relief to which that party may be entitled.

(l) SELLER AND BUYER IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUITE OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT.

ADMINISTRATIVE FEE

12. Buyer acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Buyer and Seller, that the Buyer shall pay upon return of this Agreement signed by Buyer to Seller's Broker a processing fee in the amount of \$2,500.00 over and above the agreed upon Purchase Price. Said fee shall be made payable to BNSF Railway Company by a separate check.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement to be effective as of the Effective Date.

BUYER:

CITY OF FLAGSTAFF, an Arizona Municipal Corporation

Buyer's name as it is to appear on deed
(PRINTED/TYPED)

By: _____

Print Name: _____

Title: _____

Buyer's Address:

Attn: _____

Fax: _____

Phone: _____

Buyer's SSN or EIN: _____

SELLER:

BNSF RAILWAY COMPANY

By: _____

Print Name: _____

Title: _____

Seller's Address:

c/o Jones Lang LaSalle Global Services, Inc.

Attn: _____

Fax: _____

Phone: _____

Date of Seller's Execution (Effective Date)

EXHIBIT A

[Attach Map showing Property cross-hatched in black]

EXHIBIT "B"

NOTICE OF ASSIGNMENT

Goldfinch Exchange Company LLC

A Delaware limited liability company

2001 Western Avenue, Suite 330

Seattle, WA 98121

425-646-4020

206-728-0935 fax

NOTICE OF ASSIGNMENT

TO: **CITY OF FLAGSTAFF**, an Arizona Municipal Corporation
and any assignees or exchange intermediaries of Buyer

You and BNSF Railway Company (“BNSF”) have entered into the Real Estate Purchase and Sale Agreement, dated _____, 20__ for the sale of the real property described therein. You are hereby notified that BNSF has assigned its rights as Seller, but not its obligations, to Goldfinch Exchange Company LLC for the purpose of effecting a tax deferred exchange under Internal Revenue Code Section 1031. This is an assignment of rights only and BNSF will deed the property directly to you.

ACKNOWLEDGED:

CITY OF FLAGSTAFF, an Arizona Municipal Corporation

By: _____

Print Name: _____

Title: _____

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Bryce Doty, Real Estate Manager
Date: 08/29/2022
Meeting Date: 09/06/2022



TITLE:

Consideration and Adoption of Resolution No. 2022-45: A resolution of the Flagstaff City Council approving the filing of condemnation proceedings to acquire easements necessary for the Switzer Canyon Water Transmission Main project, Phase IV, A Public Use; and establishing an effective date

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2022-45 by title only
- 2) City Clerk reads Resolution No. 2022-45 by title only (if approved above)
- 3) Adopt Resolution No. 2022-45

Executive Summary:

In June 2022 the City made offers to purchase water line and temporary construction easements for the Switzer Canyon Water Transmission Main Phase IV, based on appraisals of just compensation to be paid. City staff is in negotiations with property owners for purchase of the easements. These negotiations are ongoing and will continue; however, the property rights need to be obtained so that the City is able to proceed with public procurement of the construction contract in fall 2022. Construction will need to commence in spring 2023 so the work can be completed before winter 2023.

This resolution authorizes staff to file condemnation proceedings in order to obtain immediate possession of the property rights so the project can proceed on schedule. After the filing, the parties may still reach an agreement as to just compensation to be paid for the easements. If no agreement is reached, the court will resolve any dispute and determine just compensation to be paid.

Financial Impact:

The acquisitions for the Switzer Canyon Water Main Transmission Phase IV are estimated at \$150,000.00

Policy Impact:

N/A

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

Priority Based Budget Key Community Priorities and Objectives

• Sustainable, Innovative, Infrastructure

Deliver outstanding services to residents through a healthy, well maintained infrastructure system
Utilize existing long range plan(s) that identify the community's future infrastructure needs & all associated costs

Regional Plan

Goal WR.2. Manage a coordinated system of water, wastewater, and reclaimed water utility service facilities and resources at the City level and identify funding to pay for new resources.

Goal WR.3. Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measures.

Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services.

Has There Been Previous Council Decision on This:

On September 17, 2019, Council passed Ordinance 2019-26, authorizing the acquisition of real property interests for the Switzer Canyon Water Transmission Main Project - Phases IV and V, but providing that the Council adopt a resolution before proceeding with condemnation.

Background/History:

The City of Flagstaff began the Switzer Canyon Water Transmission Main Project in 2012 and has completed the first three phases. The project started at the intersection of Switzer Canyon Road and Route 66 and headed north and up Turquoise and across Forest Avenue to Fir Avenue and west on Fir to the Elks Lodge at San Francisco Street. Phase IV and V are the final stages to complete the project. The line will be installed going north up San Francisco Street and generally follow the existing 16" water line across private property located in unincorporated Coconino County to City reservoirs for approximately two miles.

Securing easement rights along this corridor for a new waterline prompted adjacent and nearby property owners in the County to inquire about receiving City water service in exchange for property rights needed for the project. The properties currently are not eligible to receive water service, under the City policy for providing water service outside city limits. The City explored the request to provide water service along this corridor on several dates:

On August 27, 2019, during an agenda item authorizing real property acquisitions for Phase IV and V, Council gave direction to staff to explore the option of offering water service in the areas outside the City Limits, possibly in exchange for property rights for waterline easements.

On November 19, 2020, the Water Commission considered the request, and made a recommendation to allow limited water service outside City limits to properties adjacent to the project, subject to conditions:

- One water meter per then existing parcel
- Enter into an agreement not to develop any further on each parcel
- Pay all applicable fees

On November 18, 2021, seeking clarification on the Water Commission's previous recommendation, staff brought the issue to the Water Commission again, explaining that when a new water service area is established, per Arizona statutes and/or case law, water service must be offered in an equitable manner

and to all parcels within the area or subdivision. Staff explained the challenges with offering or exchanging water service in exchange for real property rights in an equitable manner, as the values of the property rights needed for the project vary greatly, and property rights are not needed from all parcels seeking water service. Sharing this information resulted in a revised recommendation not to offer water service in exchange for easements.

On December 7, 2021, Council heard and accepted the revised recommendation from the Water Commission but left open consideration of water service in this area via a special improvement district approved by Coconino County. A special taxing district would set clear boundaries of the new water service area, provide a means to pay for necessary public infrastructure and to acquire easements to connect to the City water line in an equitable manner. Discussions with property owners are ongoing about what terms the City would consider in providing water service in the area to a special improvement district. City staff hopes to engage Coconino County in these discussions.

Attachments: [Res. 2022-45](#)
 [Exhibit 1 Legal Descriptions and maps](#)
 [Exhibit 2 Map showing Phase IV route](#)

RESOLUTION NO. 2022-45

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING THE FILING OF CONDEMNATION PROCEEDINGS TO ACQUIRE EASEMENTS NECESSARY FOR THE SWITZER CANYON WATER TRANSMISSION MAIN PROJECT, PHASE IV, A PUBLIC USE; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council adopted Ordinance No. 2019-26 authorizing the acquisition of real property and/or easements needed for the Switzer Canyon Water Transmission Main Project, Phases IV & V within Sections 3, 4, and 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, by means of purchase, exchange, gift, donation, dedication or condemnation for a public use; and

WHEREAS, Ordinance No. 2019-26 provides that that the City Council shall approve any condemnation necessary for public use, including site access, by resolution referencing this ordinance, and including a legal description and map of the property interests sought to be condemned, which resolution shall be immediately effective; and

WHEREAS, pursuant to A.R.S. Section 12-1116, at least 20 days before filing a condemnation proceeding, the City is required to make written offers to purchase necessary property interests from the property owners, and to pay just compensation for the property interests, and to pay for compensable damages to the remaining property, if any, and providing at least one appraisal to the property owner to support the proposed compensation; and

WHEREAS, this resolution is being adopted in the event that the City is unable to timely reach agreements with the property owners for purchase of the necessary property interests, so that Switzer Canyon Water Transmission Main Project, Phase IV, may proceed with construction in 2023 as planned.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The City Council hereby approves the filing of condemnation proceedings to acquire the real property interests legally described and depicted in the maps attached hereto as Exhibit 1 (“the Property”), necessary for the Switzer Canyon Water Transmission Main Project, Phase IV, a public use, in accordance with applicable laws. A map showing the general location of the water transmission main, Phase IV, is attached hereto as Exhibit 2.

SECTION 2. Effective Date.

This resolution shall be immediately effective.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of September, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

Exhibit 1: Legal descriptions and maps

Exhibit 2: Map showing Phase IV route



EXHIBIT "A"

LEGAL DESCRIPTION (A Hughes) :

A parcel of land, said parcel being a portion of Instrument No. 3109952 (R) of the Records of Coconino County, Arizona, situated in the Northwest $\frac{1}{4}$ of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

From the Northwest parcel corner of said parcel, thence N 89° 36' 36" E, along the North parcel line of said Parcel (R), for a distance of 19.75 feet to **TRUE POINT OF BEGINNING**;

Thence continue N 89° 36' 36" E, along said North parcel line, for a distance of 38.44 feet to a point;

Thence S 39° 43' 51" E for a distance of 45.24 feet to a point;

Thence S 84° 43' 26" E for a distance of 21.22 feet to a point on the Easterly parcel line of said Parcel (R);

Thence S 39° 43' 51" E, along said Easterly parcel line, for a distance of 42.43 feet to a point;

Thence N 84° 43' 26" W for a distance of 63.65 feet to a point;

Thence N 39° 32' 23" W for a distance of 82.03 to the **POINT OF BEGINNING**,

Said strip of land having an area of 3,185 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 A Hughes Utility Easement.





EXHIBIT "B"

LEGAL DESCRIPTION (A Hughes) :

A parcel of land, said parcel being a portion of Instrument No. 3109952 (R) of the Records of Coconino County, Arizona, situated in the Northwest $\frac{1}{4}$ of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

BEGINNING at the Northwest parcel corner of said parcel, thence N 89° 36' 36" E, along the North parcel line of said Parcel (R), for a distance of 77.58 feet a point, said point being on the Easterly parcel line of said Parcel (R);

Thence continue S 39° 43' 51" E, along said Easterly parcel line, for a distance of 465.68 feet to a point of curvature;

Thence Southeasterly along said Easterly parcel line, along a curve to the right, having a central angle of 39° 22' 30" and a radius of 1,069.61 feet, for a distance of 735.06 feet, the chord of said curve bears S 20° 02' 36" E for 720.68 feet, to a point of tangency;

Thence S 00° 21' 21" E for a distance of 262.80 feet to a point;

Thence Southeasterly along said Easterly parcel line, along a curve to the left, having a central angle of 90° 04' 00" and a radius of 25.00 feet, for a distance of 39.30 feet, the chord of said curve bears S 45° 23' 21" E for 35.38 feet, to the cusp of a non-tangent point;

Thence S 89° 37' 25" W, along the South parcel line of said Parcel (R), for a distance of 16.08 feet to a point;

Thence N 44° 19' 19" W for a distance of 41.70 feet to a point;

Thence N 00° 21' 21" W for a distance of 257.79 feet to a point;

Thence Northwesterly along a curve to the left, having a central angle of 39° 22' 30" and a radius of 1,049.61 feet, for a distance of 721.326 feet, the chord of said curve bears N 20° 02' 36" W for 707.21 feet, to a point of tangency;

Thence N 39° 43' 51" W for a distance of 367.01 feet to a point;

Thence N 84° 43' 57" W for a distance of 56.56 feet to a point on the Westerly parcel line of said Parcel (R);

Thence N 39° 43' 51" W, along said Westerly parcel line, for a distance of 107.85 feet to the **POINT OF BEGINNING**,

Said strip of land having an area of 33,955 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-2"**, which is made a part hereof, by this reference.

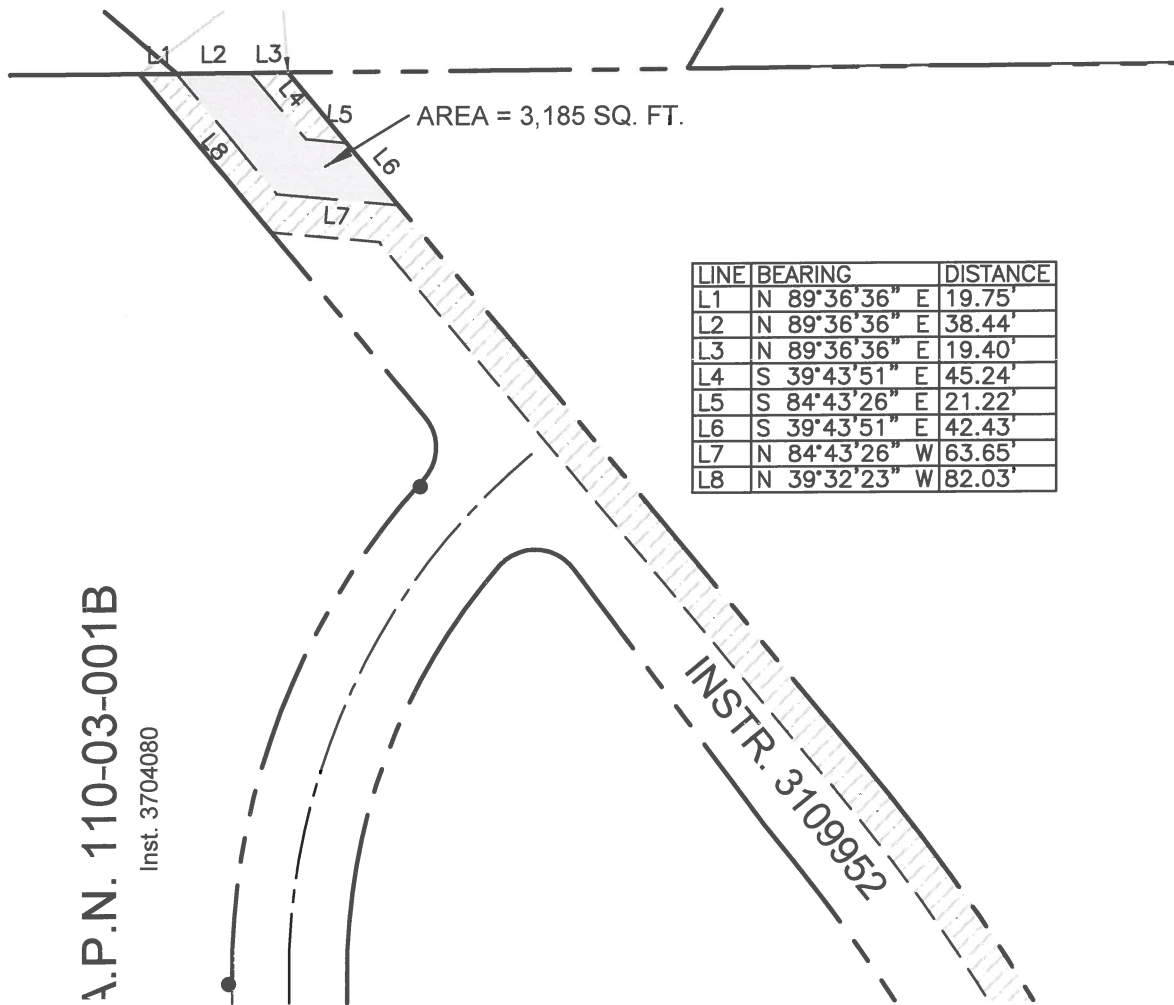
NES # 19-013 A Hughes Temp Easement.





EXHIBIT "A-1"

Two strips of land, said strips of land being a portion of Instrument No. 3109952 of the Records of Coconino County, Arizona, situated in the Northwest 1/4 of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.



| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 89°36'36" E | 19.75' |
| L2 | N 89°36'36" E | 38.44' |
| L3 | N 89°36'36" E | 19.40' |
| L4 | S 39°43'51" E | 45.24' |
| L5 | S 84°43'26" E | 21.22' |
| L6 | S 39°43'51" E | 42.43' |
| L7 | N 84°43'26" W | 63.65' |
| L8 | N 39°32'23" W | 82.03' |

A.P.N. 110-03-001B

Inst. 3704080



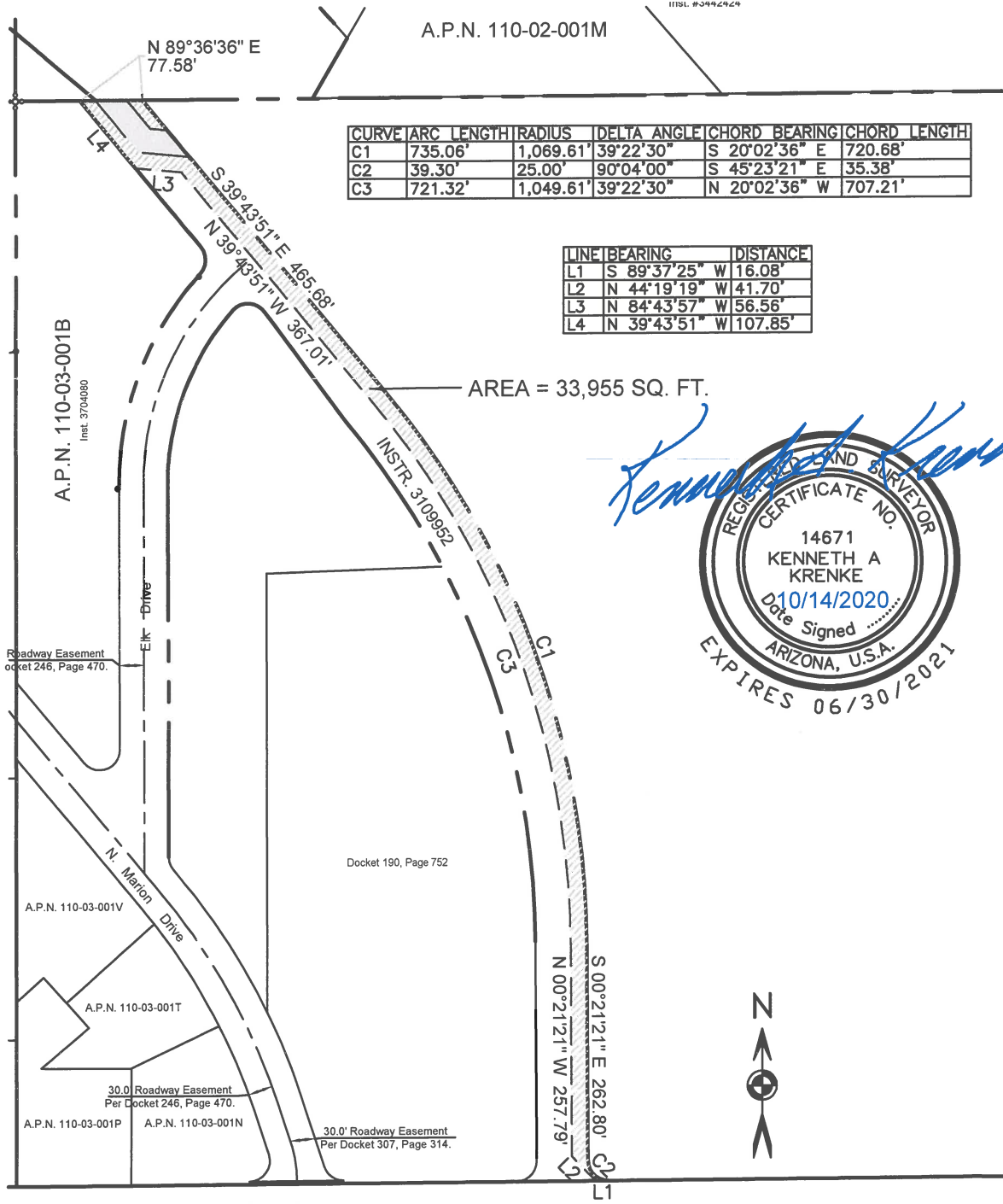
NES # 19-013 A Hughes

528 West Aspen Avenue / Flagstaff, Arizona 86001 / (928) 774-5058



EXHIBIT "A-2"

Two strips of land, said strips of land being a portion of Instrument No. 3109952 of the Records of Coconino County, Arizona, situated in the Northwest 1/4 of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.



| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|------------|-----------|-------------|---------------|--------------|
| C1 | 735.06' | 1,069.61' | 39°22'30" | S 20°02'36" E | 720.68' |
| C2 | 39.30' | 25.00' | 90°04'00" | S 45°23'21" E | 35.38' |
| C3 | 721.32' | 1,049.61' | 39°22'30" | N 20°02'36" W | 707.21' |

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 89°37'25" W | 16.08' |
| L2 | N 44°19'19" W | 41.70' |
| L3 | N 84°43'57" W | 56.56' |
| L4 | N 39°43'51" W | 107.85' |

AREA = 33,955 SQ. FT.

Kenneth A. Krenke





EXHIBIT "A"

LEGAL DESCRIPTION (P & S Williams):

A parcel of land, said parcel being a portion of Instrument No. 3359357 (R) of the Records of Coconino County, Arizona, situated in the Northwest $\frac{1}{4}$ of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

BEGINNING at the Southwest parcel corner of said parcel, thence N $89^{\circ} 36' 36''$ E, along the South parcel line of said Parcel (R), for a distance of 38.44 feet to a point;

Thence N $39^{\circ} 43' 51''$ W for a distance of 50.17 feet to a point;

Thence N $62^{\circ} 13' 51''$ W for a distance of 74.15 feet to a point;

Thence N $50^{\circ} 58' 51''$ W for a distance of 77.21 feet to a point;

Thence N $40^{\circ} 43' 51''$ W for a distance of 23.82 feet to a point on the Northwest parcel line of said Parcel (R);

Thence S $49^{\circ} 03' 32''$ W, along said Northwest parcel line, for a distance of 19.87 feet to the most Westerly parcel corner of said Parcel (R);

Thence S $49^{\circ} 43' 16''$ E, along the Southwesterly parcel line of said Parcel (R), for a distance of 195.85 to the **POINT OF BEGINNING**,

Said strip of land having an area of 4,682 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 P-S Williams Utility Easement.



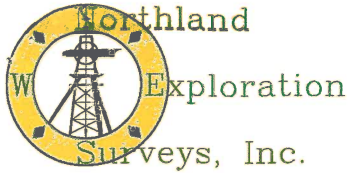


EXHIBIT "B"

LEGAL DESCRIPTION (P & S Williams):

A parcel of land, said parcel being a portion of Instrument No. 3359357 (R) of the Records of Coconino County, Arizona, situated in the Northwest $\frac{1}{4}$ of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

BEGINNING at the Southwest parcel corner of said parcel, thence N 89° 34' 02" E, along the South parcel line of said Parcel (R), for a distance of 64.30 feet to a point;

Thence N 39° 43' 51" W for a distance of 70.54 feet to a point;

Thence N 62° 13' 51" W for a distance of 76.16 feet to a point;

Thence N 50° 58' 51" W for a distance of 73.45 feet to a point;

Thence N 40° 43' 51" W for a distance of 22.02 feet to a point on the Northwest parcel line of said Parcel (R);

Thence S 49° 03' 32" W, along said Northwest parcel line, for a distance of 39.87 feet to the most Westerly parcel corner of said Parcel (R);

Thence S 49° 43' 16" E, along the Southwesterly parcel line of said Parcel (R), for a distance of 195.85 to the **POINT OF BEGINNING**,

Said strip of land having an area of 9,347 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 P-S Williams Temp Easement.



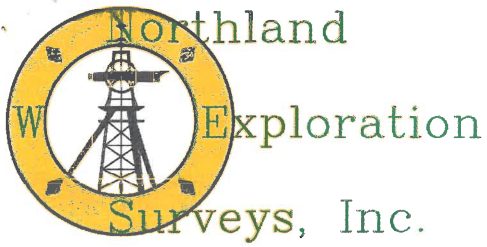
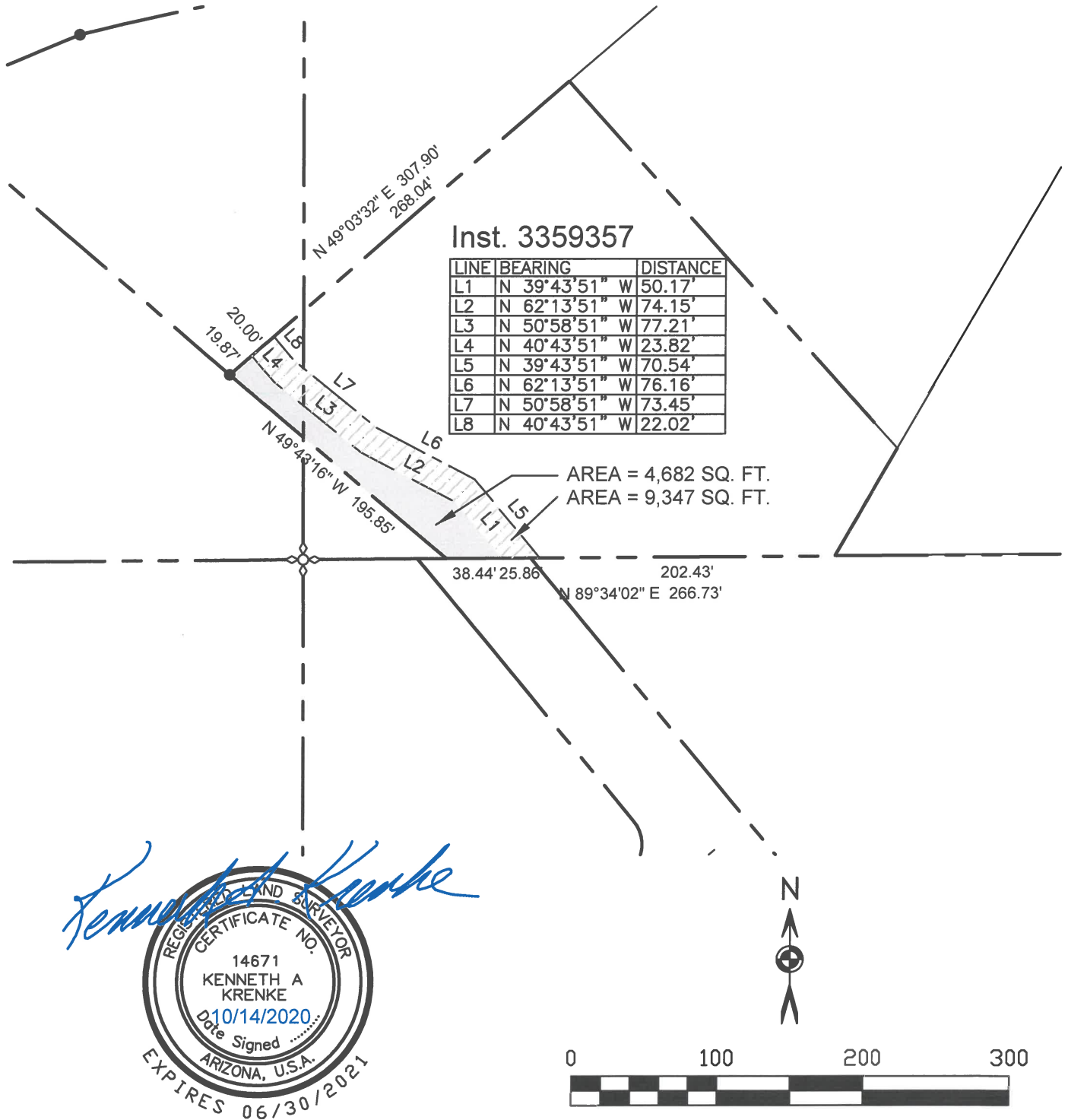


EXHIBIT "A-1"

Two strips of land, said strips of land being a portion of Instrument No. 3359357 of the Records of Coconino County, Arizona, situated in the Northwest 1/4 of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.



NES # 19-013 P-S Williams

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EXHIBIT "A"

LEGAL DESCRIPTION (I & D Burden) :

A strip of land, said strip being a portion of Instrument No. 3737073 (R) of the Records of Coconino County, Arizona, situated in the Northwest $\frac{1}{4}$ of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, the controlling line of said strip of land being more particularly described as follows:

From the Southwest parcel corner of said Parcel (R), thence N 49° 03' 32" E, along the South parcel line of said Parcel (R), for a distance of 4.86 feet, to the **TRUE POINT OF BEGINNING** of said strip of land, said strip being 30 feet in width, 15 feet on each side of the following described line;

Thence N 40° 43' 32" W for a distance of 50.48 feet to a point;

Thence N 28° 43' 51" W for a distance of 208.09 feet to a point on the Northerly parcel line of said Parcel (R), from which the most Westerly parcel corner bears S 87° 35' 18" W a distance of 97.08 feet, said point also being the **END OF SAID STRIP OF LAND**, the side easement lines are to either shorten or lengthen to intersect the North, West and South parcel lines,

Said strip of land having an area of 7,430 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 I-D Burden Utility Easement.





EXHIBIT "B"

LEGAL DESCRIPTION (I & D Burden) :

A strip of land, said strip being a portion of Instrument No. 3737073 (R) of the Records of Coconino County, Arizona, situated in the Northwest $\frac{1}{4}$ of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, the controlling line of said strip of land being more particularly described as follows:

From the Southwest parcel corner of said Parcel (R), thence N 49° 03' 32" E, along the South parcel line of said Parcel (R), for a distance of 4.86 feet, to the **TRUE POINT OF BEGINNING** of said strip of land, said strip being 70 feet in width, 35 feet on each side of the following described line;

Thence N 40° 43' 32" W for a distance of 50.48 feet to a point;

Thence N 28° 43' 51" W for a distance of 208.09 feet to a point on the Northerly parcel line of said Parcel (R), from which the most Westerly parcel corner bears S 87° 35' 18" W a distance of 97.08 feet, said point also being the **END OF SAID STRIP OF LAND**, the side easement lines are to either shorten or lengthen to intersect the North, West and South parcel lines,

Said strip of land having an area of 16,030 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

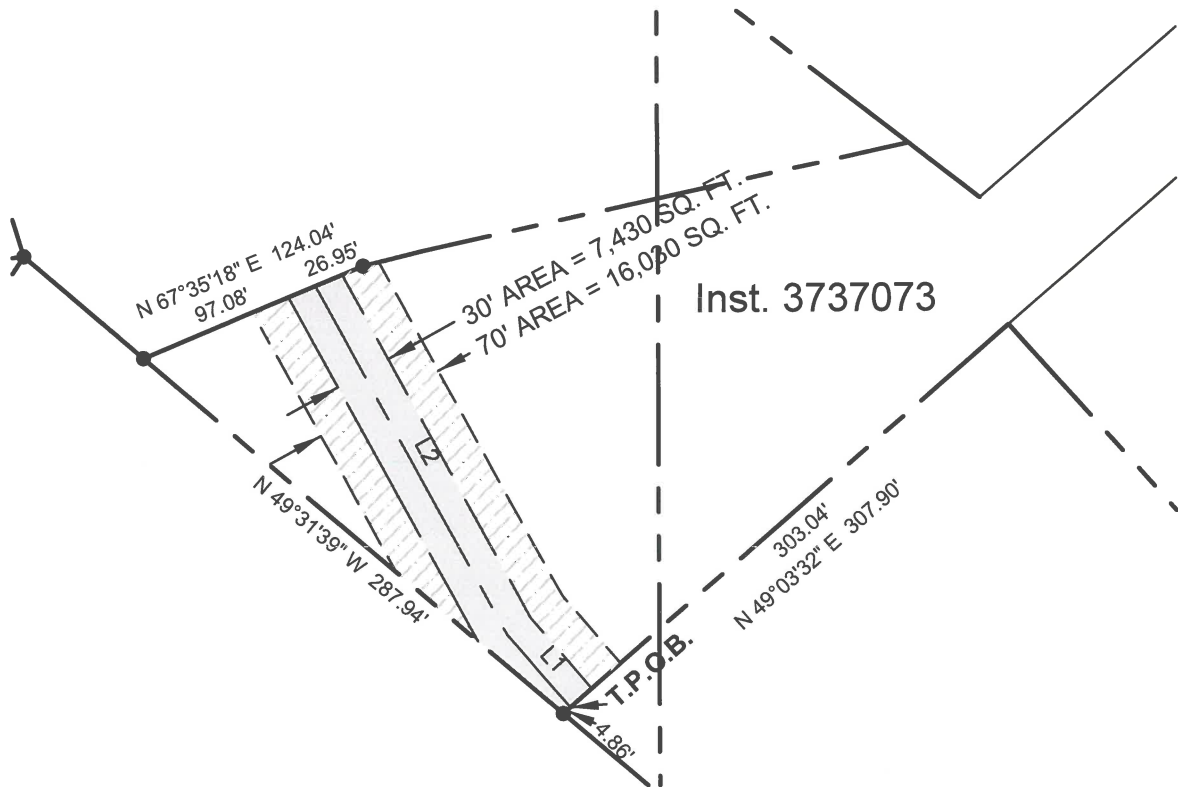
NES # 19-013 I-D Burden Temp Easement.





EXHIBIT "A-1"

Two strips of land, said strips of land being a portion of Instrument No. 3737073 of the Records of Coconino County, Arizona, situated in the Northwest 1/4 of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.



NES # 19-013 I-D Burden

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EXHIBIT "A"

LEGAL DESCRIPTION (D & D Pabst):

A strip of land, said strip being a portion of Instrument No. 3869443 (R) of the Records of Coconino County, Arizona, situated in the Northwest $\frac{1}{4}$ of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, the controlling line of said strip of land being more particularly described as follows:

From the Southwest parcel corner of said Parcel (R), thence N 67° 35' 18" E, along the South parcel line of said Parcel (R), for a distance of 97.08 feet, to the **TRUE POINT OF BEGINNING** of said strip of land, said strip being 30 feet in width, 15 feet on each side of the following described line;

Thence N 28° 43' 51" W for a distance of 24.20 feet to a point of curvature;

Thence along a curve to the right, having a central angle of 06° 29' 48" and a radius of 1,900.81 feet, for a distance of 215.53 feet, the chord of said curve bears N 25° 28' 57" W for 215.42 feet to a point on the North parcel line of said Parcel (R), from which the Northwest parcel corner bears S 72° 23' 53" W a distance of 105.98 feet, said point also being the **END OF SAID STRIP OF LAND**, the side easement lines are to either shorten or lengthen to intersect the North and South parcel lines,

Said strip of land having an area of 7,195 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 D-D Pabst Utility Easement.





EXHIBIT "B"

LEGAL DESCRIPTION (D & D Pabst):

A strip of land, said strip being a portion of Instrument No. 3869443 (R) of the Records of Coconino County, Arizona, situated in the Northwest $\frac{1}{4}$ of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, the controlling line of said strip of land being more particularly described as follows:

From the Southwest parcel corner of said Parcel (R), thence N 67° 35' 18" E, along the South parcel line of said Parcel (R), for a distance of 97.08 feet, to the **TRUE POINT OF BEGINNING** of said strip of land, said strip being 70 feet in width, 35 feet on each side of the following described line;

Thence N 28° 43' 51" W for a distance of 24.20 feet to a point of curvature;

Thence along a curve to the right, having a central angle of 06° 29' 48" and a radius of 1,900.81 feet, for a distance of 215.53 feet, the chord of said curve bears N 25° 28' 57" W for 215.42 feet to a point on the North parcel line of said Parcel (R), from which the Northwest parcel corner bears S 72° 23' 53" W a distance of 105.98 feet, said point also being the **END OF SAID STRIP OF LAND**, the side easement lines are to either shorten or lengthen to intersect the North and South parcel lines,

Said strip of land having an area of 16,790 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

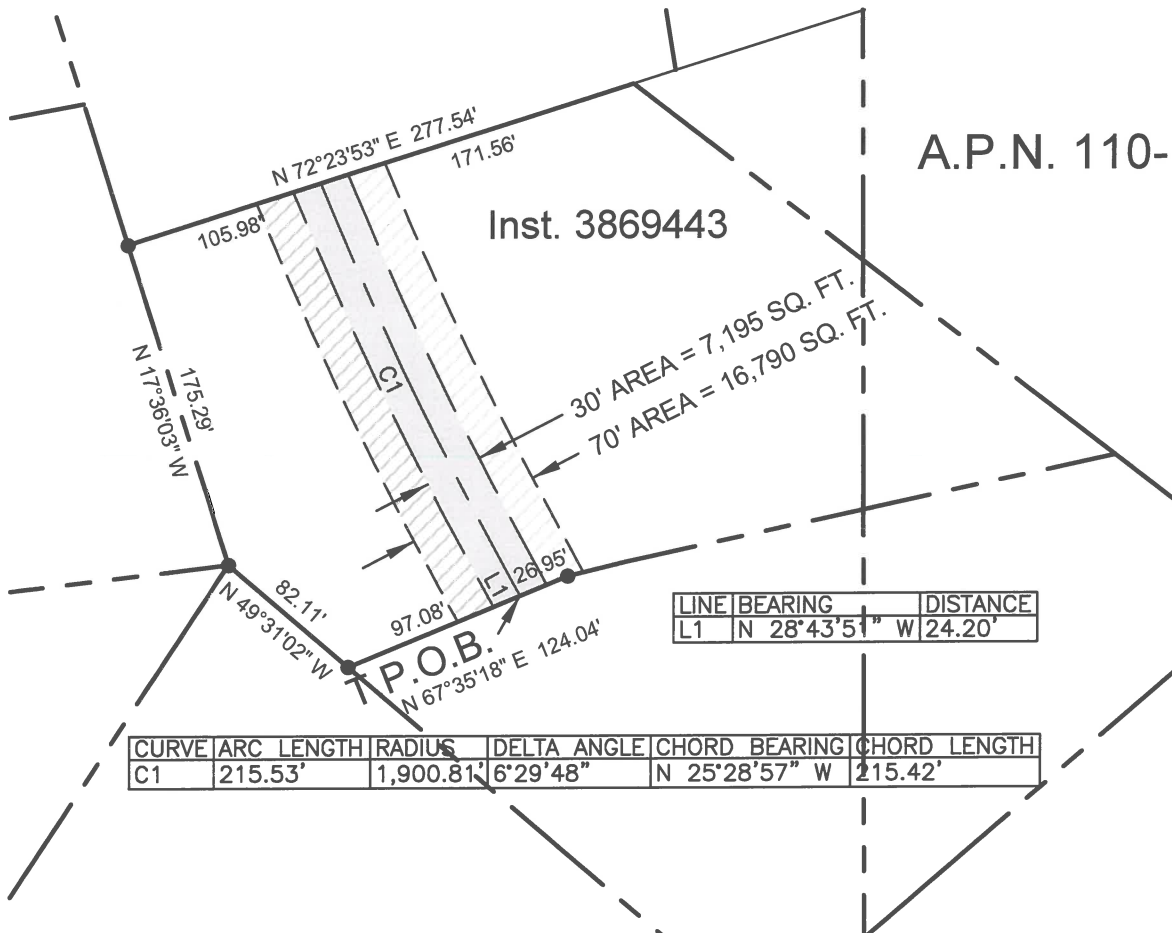
NES # 19-013 D-D Pabst Temp Easement.





EXHIBIT "A-1"

Two strips of land, said strips of land being a portion of Instrument No. 3869443 of the Records of Coconino County, Arizona, situated in the Northwest 1/4 of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.



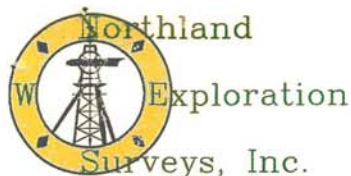


EXHIBIT "A"

LEGAL DESCRIPTION (J & F Barnes) :

A strip of land, of varying widths, said strip being a portion of Parcel 2 of Instrument No. 3824850 of the Records of Coconino County, Arizona, situated in the Northwest $\frac{1}{4}$ of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, the controlling line of said strip of land being more particularly described as follows:

From the Southwest parcel corner of said Parcel 2, thence N 72° 23' 53" E, along the South parcel line of said Parcel 2, for a distance of 105.98 feet, to the **TRUE POINT OF BEGINNING** of said strip of land, said strip being 30 feet in width, 15 feet on each side of the following described line;

Thence N 21° 33' 25" W for a distance of 44.92 feet to a point;

Thence N 20° 52' 48" W for a distance of 60.03 feet to a point;

Thence N 20° 39' 23" W for a distance of 60.15 feet to a point, said point being the change in width to 34.50 feet in width, 15 feet to the East and 19.5 feet to the West of the following described line;

Thence N 20° 23' 19" W for a distance of 9.98 feet to a point, said point being the change in width to 30.00 feet in width, 15 feet on each side of the following described line;

Thence N 19° 55' 58" W for a distance of 109.44 feet to the North parcel line of said Parcel 2, from which the Northwest parcel corner bears S 81° 28' 39" W a distance of 92.04 feet, said point also being the **END OF SAID STRIP OF LAND**, the side easement lines are to either shorten or lengthen to intersect the North and South parcel lines,

Said strip of land having an area of 8,585 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 J-F Barnes Utility Easement.





EXHIBIT "B"

LEGAL DESCRIPTION (J & F Barnes):

A strip of land, of varying widths, said strip being a portion of Parcel 1 of Instrument No. 3824850 of the Records of Coconino County, Arizona, situated in the Northwest $\frac{1}{4}$ of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, the controlling line of said strip of land being more particularly described as follows:

From the Southwest parcel corner of said Parcel 1, thence N 81° 28' 39" E, along the South parcel line of said Parcel 1, for a distance of 92.04 feet, to the **TRUE POINT OF BEGINNING** of said strip of land, said strip being 70 feet in width, 35 feet on each side of the following described line, said point also being a non-tangent point of curvature;

Thence along a curve to the right, having a central and of 00° 08' 04" and a radius of 7,503.20 feet, for a distance of 17.59 feet, the chord of said curve bears N 19° 26' 52" W for 17.59 feet to a point, said point being the change in width to 80.00 feet in width, 35 feet to the West and 45 feet to the East of the following described line;

Thence continue along a curve to the right, having a central and of 00° 09' 13" and a radius of 7,503.20 feet, for a distance of 20.10 feet, the chord of said curve bears N 19° 18' 14" W for 20.10 feet to a point, said point being the change in width to 70.00 feet in width, 35 feet on each side of the following described line;

Thence continue along a curve to the right, having a central and of 03° 37' 49" and a radius of 7,503.20 feet, for a distance of 475.41 feet, the chord of said curve bears N 17° 24' 43" W for 475.34 feet to a point on the North parcel line of said Parcel 1, from which the Northwest parcel corner of said Parcel 1 bears S 89° 32' 58" W a distance of 46.01 feet, said point also being the **END OF SAID STRIP OF LAND**, the side easements lines are to either shorten or lengthen to intersect the North and South parcel lines,

Said strip of land having an area of 36,133 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof by this reference.

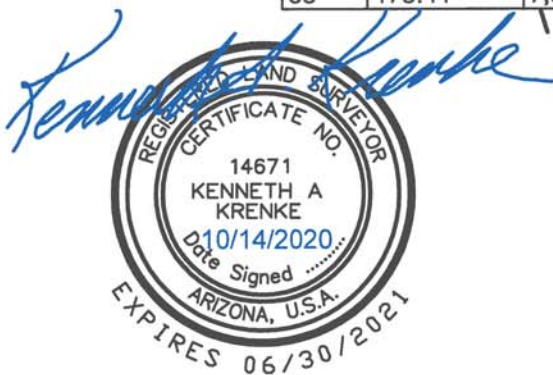
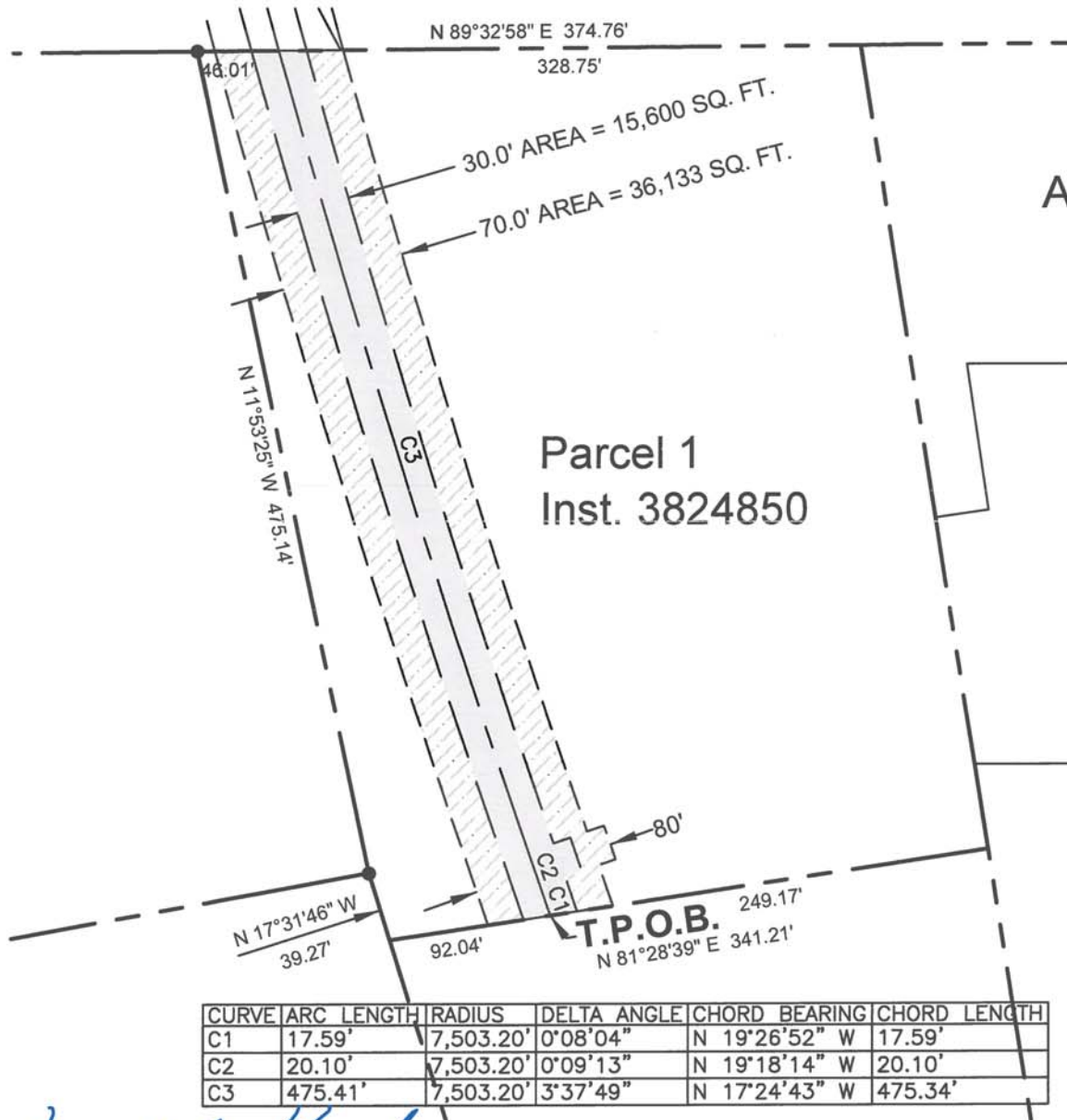
NES # 19-013 J-F 1 Barnes 1 Temp Easement.





EXHIBIT "A-1"

Two strips of land, said strips of land being a portion of Parcel 1 of Instrument No. 3824850 of the Records of Coconino County, Arizona, situated in the Northwest 1/4 of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.



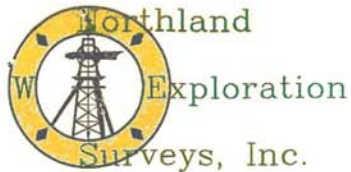


EXHIBIT "A"

LEGAL DESCRIPTION (J & F Barnes) :

A strip of land, of varying widths, said strip being a portion of Parcel 2 of Instrument No. 3824850 of the Records of Coconino County, Arizona, situated in the Northwest $\frac{1}{4}$ of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, the controlling line of said strip of land being more particularly described as follows:

From the Southwest parcel corner of said Parcel 2, thence N 72° 23' 53" E, along the South parcel line of said Parcel 2, for a distance of 105.98 feet, to the **TRUE POINT OF BEGINNING** of said strip of land, said strip being 30 feet in width, 15 feet on each side of the following described line;

Thence N 21° 33' 25" W for a distance of 44.92 feet to a point;

Thence N 20° 52' 48" W for a distance of 60.03 feet to a point;

Thence N 20° 39' 23" W for a distance of 60.15 feet to a point, said point being the change in width to 34.50 feet in width, 15 feet to the East and 19.5 feet to the West of the following described line;

Thence N 20° 23' 19" W for a distance of 9.98 feet to a point, said point being the change in width to 30.00 feet in width, 15 feet on each side of the following described line;

Thence N 19° 55' 58" W for a distance of 109.44 feet to the North parcel line of said Parcel 2, from which the Northwest parcel corner bears S 81° 28' 39" W a distance of 92.04 feet, said point also being the **END OF SAID STRIP OF LAND**, the side easement lines are to either shorten or lengthen to intersect the North and South parcel lines,

Said strip of land having an area of 8,585 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 J-F Barnes Utility Easement.



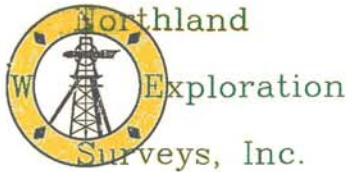


EXHIBIT "B"

LEGAL DESCRIPTION (J & F Barnes) :

A strip of land, of varying widths, said strip being a portion of Parcel 2 of Instrument No. 3824850 of the Records of Coconino County, Arizona, situated in the Northwest $\frac{1}{4}$ of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, the controlling line of said strip of land being more particularly described as follows:

From the Southwest parcel corner of said Parcel 2, thence N 72° 23' 53" E, along the South parcel line of said Parcel 2, for a distance of 105.98 feet, to the **TRUE POINT OF BEGINNING** of said strip of land, said strip being 70 feet in width, 35 feet on each side of the following described line;

Thence N 21° 33' 25" W for a distance of 44.92 feet to a point;

Thence N 20° 52' 48" W for a distance of 60.03 feet to a point;

Thence N 20° 39' 23" W for a distance of 60.15 feet to a point, said point being the change in width to 34.50 feet in width, 35 feet to the East and 39.5 feet to the West of the following described line;

Thence N 20° 23' 19" W for a distance of 9.98 feet to a point, said point being the change in width to 70.00 feet in width, 35 feet on each side of the following described line;

Thence N 19° 55' 58" W for a distance of 109.44 feet to the North parcel line of said Parcel 2, from which the Northwest parcel corner bears S 81° 28' 39" W a distance of 92.04 feet, said point also being the **END OF SAID STRIP OF LAND**, the side easements lines are to either shorten or lengthen to intersect the North and South parcel lines,

Said strip of land having an area of 19,920 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof by this reference.

NES # 19-013 J-F Barnes Temp Easement.



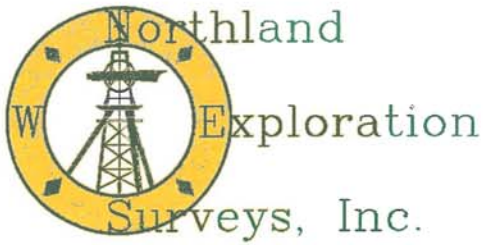
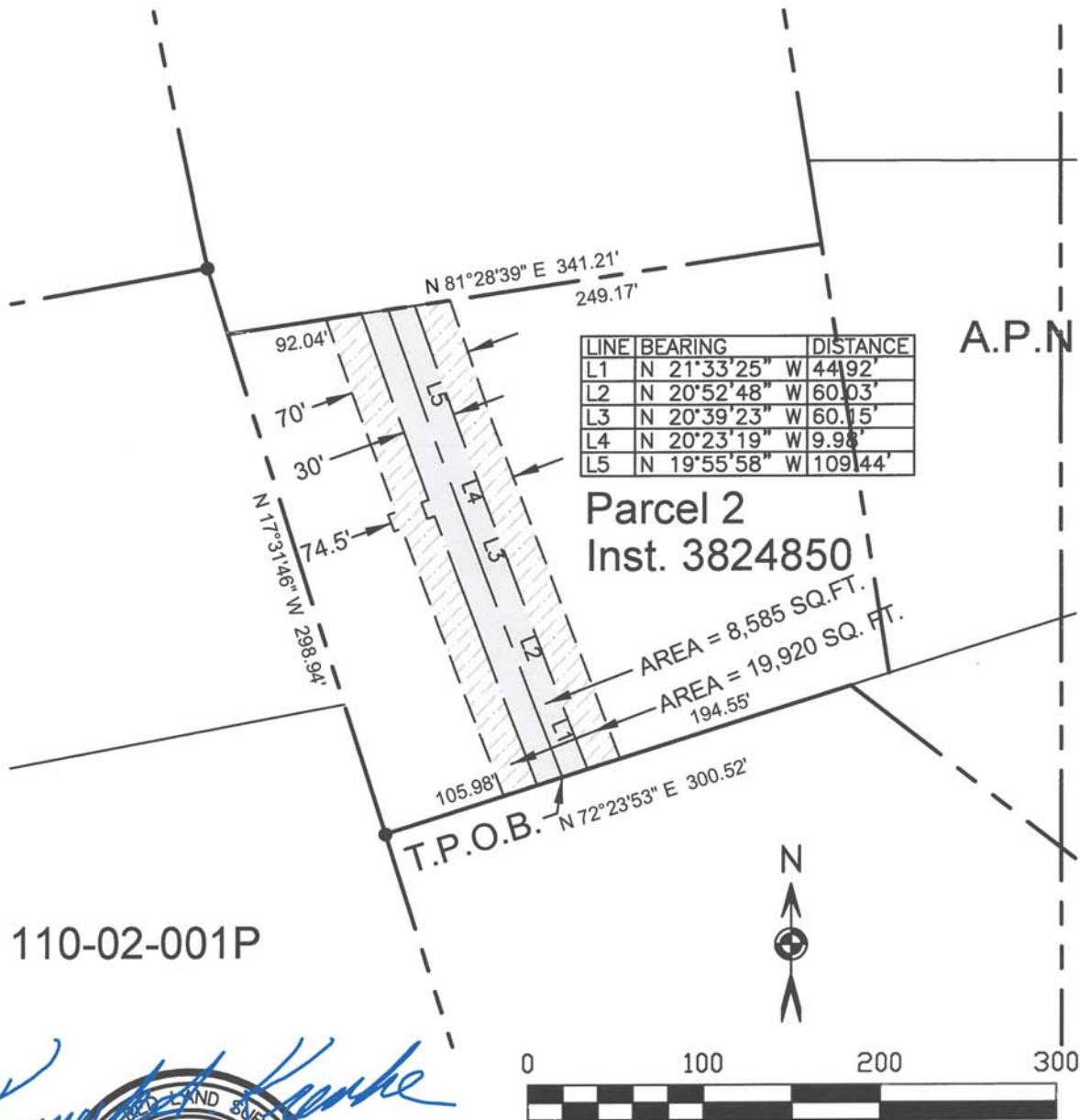


EXHIBIT "A-1"

Two strips of land, said strips of land being a portion of Parcel 2 of Instrument No. 3824850 of the Records of Coconino County, Arizona, situated in the Northwest 1/4 of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.



NES # 19-013 J-F Barnes

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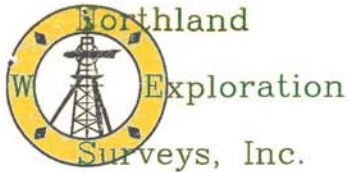


EXHIBIT "A"

LEGAL DESCRIPTION (C & J Bigler):

A parcel of land, said parcel being a portion of Instrument No. 3726790 (R) of the Records of Coconino County, Arizona, situated in the Northwest $\frac{1}{4}$ of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

From the Southeast parcel corner of said parcel, thence N 49° 43' 16" W, along the Northeasterly parcel line of said Parcel (R), for a distance of 33.84 feet to **TRUE POINT OF BEGINNING**;

Thence continue N 49° 43' 16" W, along said Northeasterly parcel line, for a distance of 162.00 feet to a point;

Thence N 49° 31' 39" W for a distance of 58.44 feet to a point;

Thence S 28° 43' 51" E for a distance of 5.81 feet to a point;

Thence S 40° 43' 51" E for a distance of 77.96 feet to a point;

Thence S 50° 58' 51" E for a distance of 82.86 feet to a point;

Thence S 62° 13' 51" E for a distance of 56.53 feet to the **TRUE POINT OF BEGINNING**,

Said strip of land having an area of 2,052 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 C-J Bigler Utility Easement.





EXHIBIT "B"

LEGAL DESCRIPTION (C & J Bigler):

A parcel of land, said parcel being a portion of Instrument No. 3726790 (R) of the Records of Coconino County, Arizona, situated in the Northwest $\frac{1}{4}$ of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

BEGINNING at the Southeast parcel corner of said parcel, thence N 49° 43' 16" W, along the Northeasterly parcel line of said Parcel (R), for a distance of 195.85 feet to a point;

Thence N 49° 31' 39" W for a distance of 114.79 feet to a point;

Thence S 28° 43' 51" E for a distance of 60.59 feet to a point;

Thence S 40° 43' 51" E for a distance of 81.85 feet to a point;

Thence S 50° 58' 51" E for a distance of 86.62 feet to a point;

Thence S 62° 13' 51" E for a distance of 67.85 feet to a point on the South parcel line of said Parcel (R);

Thence N 89° 36' 36" E for a distance of 26.86 feet to the **POINT OF BEGINNING**,

Said strip of land having an area of 7,558 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 C-J Bigler Temp Easement.



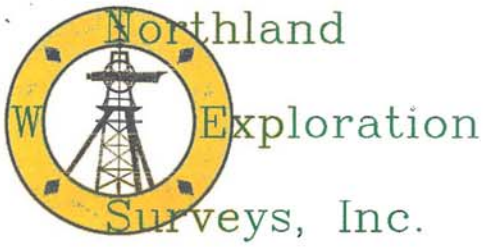
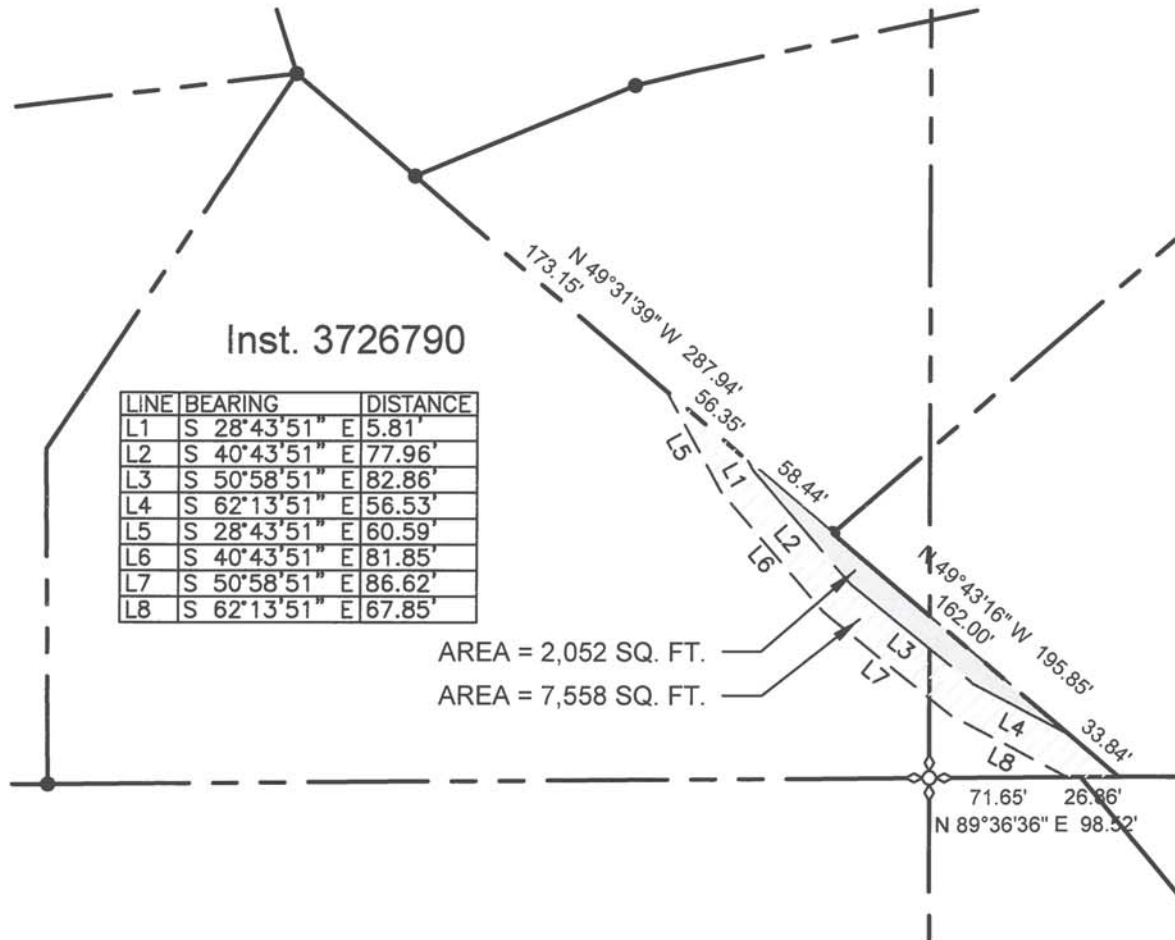


EXHIBIT "A-1"

Two strips of land, said strips of land being a portion of Instrument No. 3726790 of the Records of Coconino County, Arizona, situated in the Northwest 1/4 of Section 10, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.



NES # 19-013 C-J Bigler

528 West Aspen Avenue / Flagstaff, Arizona 86001 / (928) 774-5058



EXHIBIT "A"

LEGAL DESCRIPTION (T Hammers S Kolbush):

A parcel of land, said parcel being a portion of Instrument No. 3817673 (R) of the Records of Coconino County, Arizona, situated in the Southwest $\frac{1}{4}$ of Section 3, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

From the Southwest parcel corner of said parcel, thence N 28° 02' 00" W, along the West parcel line of said Parcel (R), for a distance of 85.27 feet to **TRUE POINT OF BEGINNING**;

Thence continue N 28° 02' 00" W, along said West parcel line, for a distance of 75.07 feet to the Northwest parcel corner of said Parcel (R);

Thence N 75° 17' 52" E, along the Northerly parcel line of said Parcel (R), for a distance of 11.34 feet to a point;

Thence S 25° 15' 27" E for a distance of 31.94 feet to a point;

Thence S 14° 52' 12" E for a distance of 41.64 feet to the **TRUE POINT OF BEGINNING**,

Said parcel of land having an area of 533 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 T Hammers S Kolbush Utility Easement.





EXHIBIT "B"

LEGAL DESCRIPTION (T Hammers S Kolbush):

A parcel of land, said parcel being a portion of Instrument No. 3817673 (R) of the Records of Coconino County, Arizona, situated in the Southwest $\frac{1}{4}$ of Section 3, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

BEGINNING AT the Southwest parcel corner of said parcel, thence N 28° 02' 00" W, along the West parcel line of said Parcel (R), for a distance of 160.34 feet to the Northwest parcel corner of said Parcel (R);

Thence N 75° 17' 52" E, along the Northerly parcel line of said Parcel (R), for a distance of 31.69 feet to a point;

Thence S 25° 15' 27" E for a distance of 30.06 feet to a point;

Thence S 15° 10' 59" E for a distance of 126.80 feet to a point on the South parcel line of said Parcel (R);

Thence S 89° 32' 58" W, along said South parcel line, for a distance of 1.33 feet to the **POINT OF BEGINNING**,

Said parcel of land having an area of 2905 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

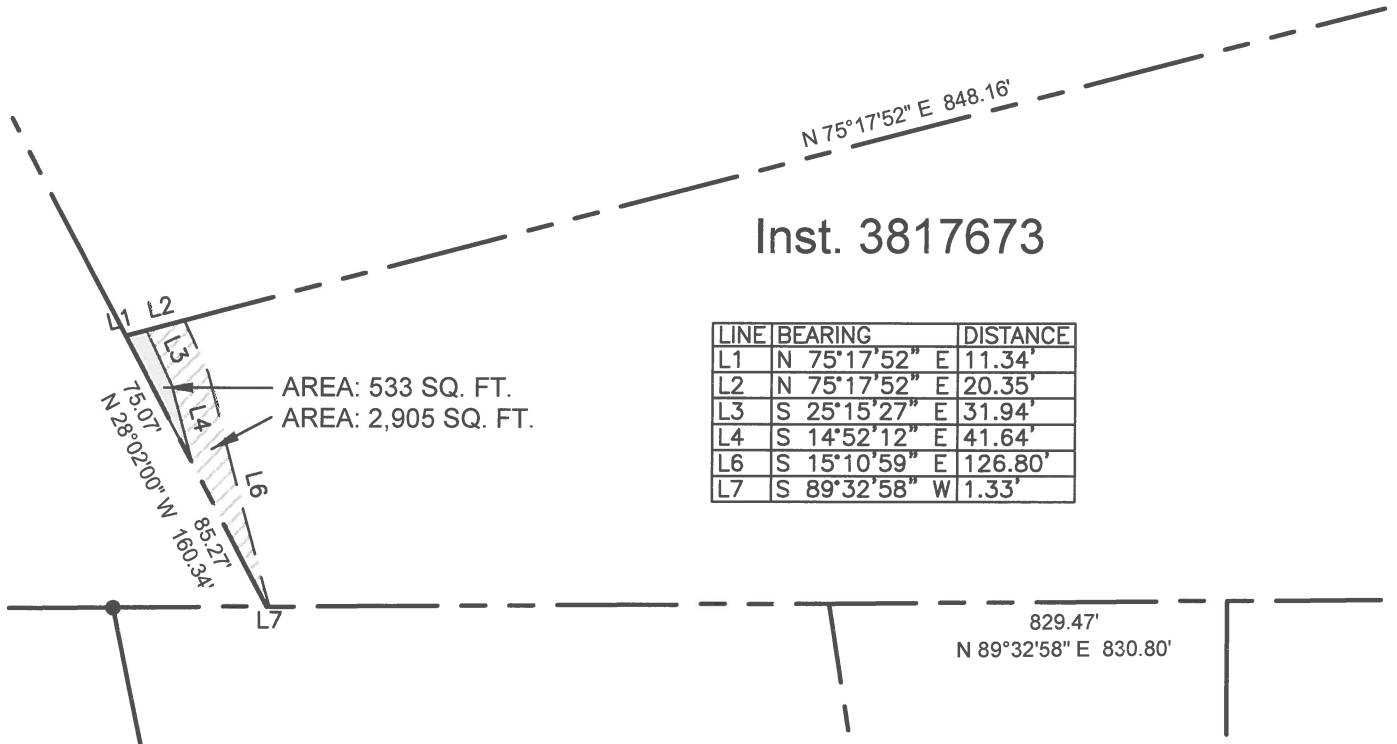
NES # 19-013 T Hammers S Kolbush Temp Easement.





EXHIBIT "A-1"

Two parcels of land, said parcels of land being a portion of Instrument No. 3817673 of the Records of Coconino County, Arizona, situated in the Southwest 1/4 of Section 3, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.



| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 75°17'52" E | 11.34' |
| L2 | N 75°17'52" E | 20.35' |
| L3 | S 25°15'27" E | 31.94' |
| L4 | S 14°52'12" E | 41.64' |
| L6 | S 15°10'59" E | 126.80' |
| L7 | S 89°32'58" W | 1.33' |

Kenneth A. Krenke



NES # 19-013 T Hammers S Kolbush

528 West Aspen Avenue / Flagstaff, Arizona 86001 / (928) 774-5058



EXHIBIT "A"

LEGAL DESCRIPTION (K-V Mortensen) :

A parcel of land, said parcel being a portion of Instrument No. 3830748 (R) of the Records of Coconino County, Arizona, situated in the Southwest $\frac{1}{4}$ of Section 3, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

From the Southeast parcel corner of said parcel, thence S $89^{\circ} 32' 58''$ W, along the South parcel line of said Parcel (R), for a distance of 19.43 feet to **TRUE POINT OF BEGINNING**;

Thence S $89^{\circ} 32' 58''$ W for a distance of 31.08 feet, said point being a non-tangent point of curvature;

Thence Northwesterly along a curve to the right, having a central angle of $00^{\circ} 50' 03''$ and a radius of 7,518.21 feet, for a distance of 109.46 feet, the chord of said curve bears N $15^{\circ} 08' 55''$ W a distance of 109.46 feet, to a non-tangent point;

Thence N $25^{\circ} 34' 29''$ W for a distance of 158.92 feet to a point;

Thence N $24^{\circ} 00' 27''$ W for a distance of 70.21 feet to a point;

Thence S $65^{\circ} 58' 05''$ W for a distance of 10.00 feet to a point;

Thence N $24^{\circ} 00' 44''$ W for a distance of 20.19 feet to a point;

Thence N $64^{\circ} 55' 34''$ E for a distance of 10.00 feet to a point;

Thence N $25^{\circ} 04' 26''$ W for a distance of 10.91 feet to a point of curvature;

Thence Northwesterly along a curve to the left, having a central angle of $09^{\circ} 30' 46''$ and a radius of 1,385.58 feet, for a distance of 230.05 feet, the chord of said curve bears N $30^{\circ} 34' 01''$ W a distance of 229.78 feet, to a point of tangency;

Thence N $35^{\circ} 19' 24''$ W for a distance of 31.50 feet to a point;

Thence N $24^{\circ} 03' 46''$ W for a distance of 46.31 feet to a point on the Northwesterly parcel line of said Parcel (R);

Thence N $29^{\circ} 49' 29''$ E, along the said Northwesterly parcel line, for a distance of 20.36 feet to a point, said point being the most Northerly parcel corner of said Parcel (R);

Thence S $28^{\circ} 03' 37''$ E, along the Northeasterly parcel line of said Parcel (R), for a distance of 622.59 feet to a point;

Thence S 15° 19' 42" E for a distance of 78.29 feet to the **TRUE POINT OF BEGINNING**,

Said parcel of land having an area of 10,597 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 K-V Mortensen Utility Easement.





EXHIBIT "B"

LEGAL DESCRIPTION (K-V Mortensen) :

A parcel of land, said parcel being a portion of Instrument No. 3830748 (R) of the Records of Coconino County, Arizona, situated in the Southwest $\frac{1}{4}$ of Section 3, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

BEGINNING at the Southeast parcel corner of said parcel, thence S $89^{\circ} 32' 58''$ W, along the South parcel line of said Parcel (R), for a distance of 71.22 feet to a point, said point being a non-tangent point of curvature;

Thence Northwesterly along a curve to the right, having a central angle of $00^{\circ} 46' 43''$ and a radius of 7,518.21 feet, for a distance of 102.45 feet, the chord of said curve bears N $15^{\circ} 08' 07''$ W a distance of 102.45 feet, to a non-tangent point;

Thence N $25^{\circ} 34' 29''$ W for a distance of 157.30 feet to a point;

Thence N $24^{\circ} 00' 27''$ W for a distance of 70.48 feet to a point;

Thence S $65^{\circ} 59' 33''$ W for a distance of 10.00 feet to a point;

Thence N $24^{\circ} 00' 27''$ W for a distance of 20.01 feet to a point;

Thence N $65^{\circ} 59' 33''$ E for a distance of 10.00 feet to a point;

Thence N $25^{\circ} 04' 26''$ W for a distance of 10.78 feet to a point of curvature;

Thence Northwesterly along a curve to the left, having a central angle of $09^{\circ} 30' 27''$ and a radius of 1,365.58 feet, for a distance of 226.60 feet, the chord of said curve bears N $30^{\circ} 34' 11''$ W a distance of 226.34 feet, to a point of tangency;

Thence N $35^{\circ} 19' 24''$ W for a distance of 33.47 feet to a point;

Thence N $24^{\circ} 04' 24''$ W for a distance of 33.68 feet to a point on the Northwesterly parcel line of said Parcel (R);

Thence N $29^{\circ} 49' 29''$ E, along the said Northwesterly parcel line, for a distance of 45.12 feet to a point, said point being the most Northerly parcel corner of said Parcel (R);

Thence S $28^{\circ} 03' 37''$ E, along the Northeasterly parcel line of said Parcel (R), for a distance of 707.95 feet to the **TRUE POINT OF BEGINNING**,

Said parcel of land having an area of 24,659 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 K-V Mortensen Temp Easement.





EXHIBIT "A-1"

Two parcels of land, said parcels of land being a portion of Instrument No. 3830748 of the Records of Coconino County, Arizona, situated in the Southwest 1/4 of Section 3, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.

Kenneth A. Krenke



Inst. 3830748

AREA = 10,597 SQ. FT.

AREA = 24,659 SQ. FT.



S 29°49'29" W 726.34'
681.22'

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 89°32'58" W | 19.43' |
| L2 | S 89°32'58" W | 31.08' |
| L3 | S 89°32'58" W | 20.71' |
| L4 | S 89°32'58" W | 9.74' |
| L5 | N 25°34'29" W | 157.30' |
| L6 | N 24°00'27" W | 70.48' |
| L7 | S 65°59'33" W | 10.00' |
| L8 | N 24°00'27" W | 20.01' |
| L9 | N 65°59'33" E | 10.00' |
| L10 | N 25°04'26" W | 10.78' |
| L11 | N 35°19'24" W | 33.47' |
| L12 | N 24°04'24" W | 33.68' |
| L13 | N 29°49'29" E | 24.76' |
| L14 | N 29°49'29" E | 20.36' |
| L15 | S 15°19'42" E | 78.29' |
| L16 | N 25°34'29" W | 158.92' |
| L17 | N 24°00'27" W | 70.21' |
| L18 | S 65°58'05" W | 10.00' |
| L19 | N 24°00'44" W | 20.19' |
| L20 | N 64°55'34" E | 10.00' |
| L21 | N 25°04'26" W | 10.91' |
| L22 | N 35°19'24" W | 31.50' |
| L23 | N 24°03'46" W | 46.31' |

622.59'
N 28°03'37" W 707.95'

| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|------------|-----------|-------------|---------------|--------------|
| C1 | 102.45' | 7,538.21' | 0°46'43" | N 15°08'07" W | 102.45' |
| C2 | 226.60' | 1,365.58' | 9°30'27" | N 30°34'11" W | 226.34' |
| C3 | 230.05' | 1,385.58' | 9°30'46" | S 30°34'01" E | 229.78' |
| C4 | 109.46' | 7,518.21' | 0°50'03" | S 15°08'55" E | 109.46' |

N 89°33'18" E 613.32'

80.96'
N 89°32'58" E



NES # 19-013 K-V Mortensen

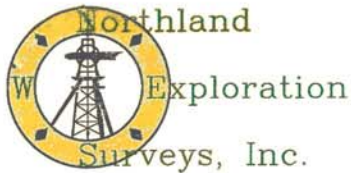


EXHIBIT "A"

LEGAL DESCRIPTION (K-V Mortensen B Philips):

A parcel of land, said parcel being a portion of Instrument No. 3792477 (R) of the Records of Coconino County, Arizona, situated in the Southwest $\frac{1}{4}$ of Section 3, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

BEGINNING AT the most Easterly parcel corner of said Parcel (R), thence S $29^{\circ} 49' 29''$ W, along the Southeasterly parcel line of said Parcel (R), for a distance of 19.26 to a point;

Thence N $22^{\circ} 52' 49''$ W for a distance of 278.63 feet to a point;

Thence S $66^{\circ} 25' 36''$ W for a distance of 9.19 feet to a point;

Thence N $23^{\circ} 34' 24''$ W for a distance of 16.35 feet to a point;

Thence N $66^{\circ} 25' 36''$ E for a distance of 9.19 feet to a point:

Thence N $23^{\circ} 35' 34''$ W for a distance of 31.76 feet to a point;

Thence N $68^{\circ} 27' 13''$ W for a distance of 100.74 feet to a point on the Northwesterly parcel line of said Parcel (R);

Thence N $21^{\circ} 32' 22''$ E, along said Northwesterly parcel line, for a distance of 30.01 feet to a point;

Thence S $68^{\circ} 26' 51''$ E for a distance of 82.44 feet to a point on the Northeasterly parcel line of said Parcel (R);

Thence S $24^{\circ} 11' 21''$ E, along said Northeasterly parcel line, for a distance of 349.40 feet to the **POINT OF BEGINNING**,

Said parcel of land having an area of 6,844 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 K-V Mortensen B Philips Utility Easement.





EXHIBIT "B"

LEGAL DESCRIPTION (K-V Mortensen B Philips):

A parcel of land, said parcel being a portion of Instrument No. 3792477 (R) of the Records of Coconino County, Arizona, situated in the Southwest $\frac{1}{4}$ of Section 3, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

BEGINNING AT the most Easterly parcel corner of said Parcel (R), thence S $29^{\circ} 49' 29''$ W, along the Southeasterly parcel line of said Parcel (R), for a distance of 44.40 to a point;

Thence N $22^{\circ} 52' 49''$ W for a distance of 293.86 feet to a point;

Thence S $66^{\circ} 25' 36''$ W for a distance of 9.20 feet to a point;

Thence N $23^{\circ} 34' 24''$ W for a distance of 16.35 feet to a point;

Thence N $66^{\circ} 25' 36''$ E for a distance of 9.20 feet to a point:

Thence N $23^{\circ} 36' 37''$ W for a distance of 23.26 feet to a point;

Thence N $68^{\circ} 27' 24''$ W for a distance of 92.47 feet to a point on the Northwesterly parcel line of said Parcel (R);

Thence N $21^{\circ} 32' 22''$ E, along said Northwesterly parcel line, for a distance of 70.03 feet to a point;

Thence S $68^{\circ} 26' 51''$ E for a distance of 61.91 feet to a point on the Northeasterly parcel line of said Parcel (R);

Thence S $24^{\circ} 11' 21''$ E, along said Northeasterly parcel line, for a distance of 378.07 feet to the **POINT OF BEGINNING**,

Said parcel of land having an area of 16,823 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

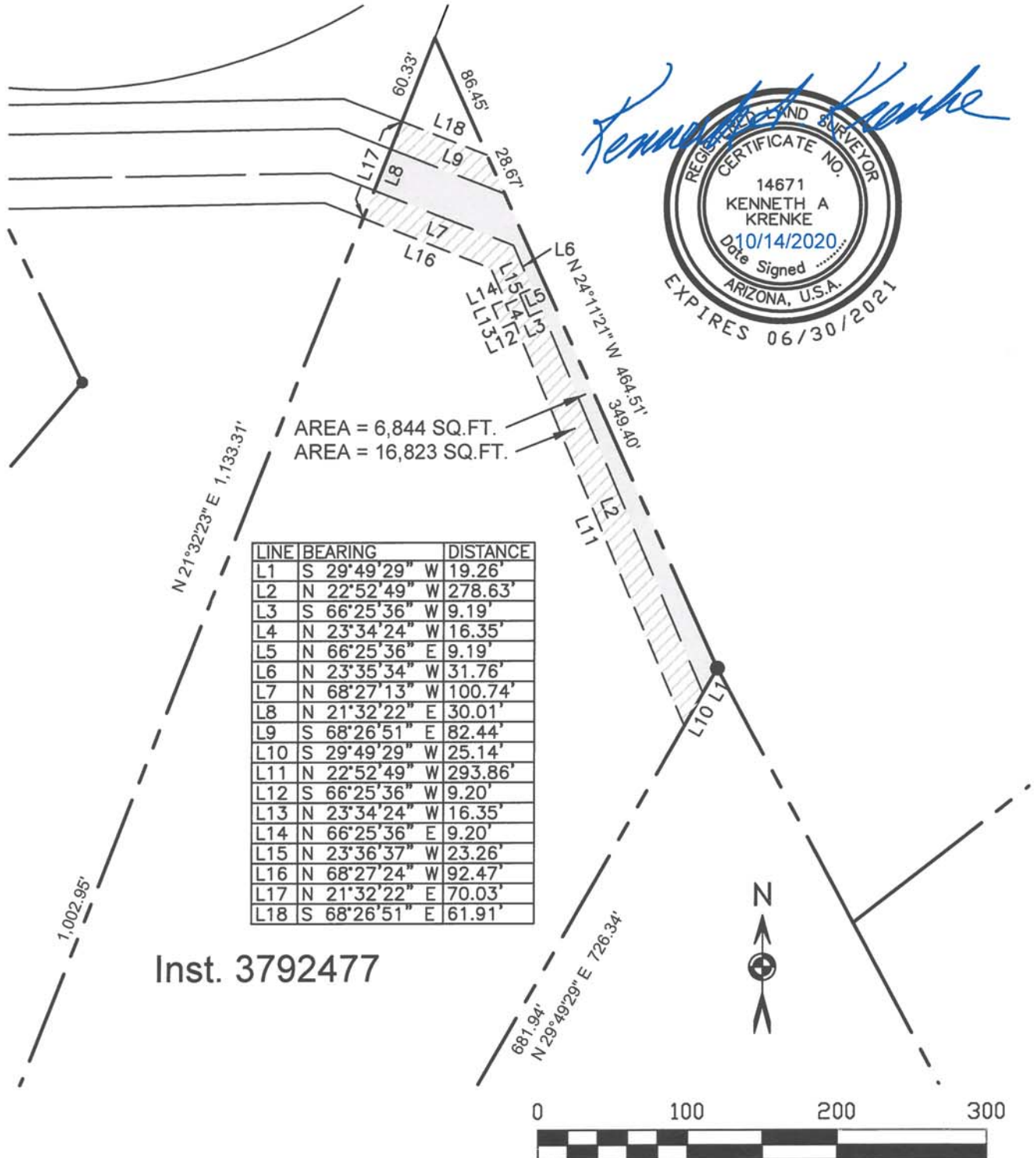
NES # 19-013 K-V Mortensen B Philips Temp Easement.





EXHIBIT "A-1"

Two parcels of land, said parcels of land being a portion of Instrument No. 3792477 of the Records of Coconino County, Arizona, situated in the Southwest 1/4 of Section 3, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.



Kenneth A. Krenke



NES # 19-013 K-V Mortensen B Philips

528 West Aspen Avenue / Flagstaff, Arizona 86001 / (928) 774-5058



EXHIBIT "A"

LEGAL DESCRIPTION (D Kaufman M Bell) :

A parcel of land, said parcel being a portion of Instrument No. 3801480 (R) of the Records of Coconino County, Arizona, situated in the Southwest $\frac{1}{4}$ of Section 3, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

BEGINNING AT the most Southerly parcel corner of said Parcel (R), thence N 28° 02' 00" W, along the West parcel line of said Parcel (R), for a distance of 354.32 feet to the most Westerly parcel corner of said Parcel (R);

Thence N 52° 12' 11" E, along said Northerly parcel line of said Parcel (R), for a distance of 22.80 feet to a point, said point being a non-tangent point of curvature;

Thence Southeasterly along a curve to the right, having a central angle of 05° 14' 26" and a radius of 1,415.60 feet, for a distance of 129.47 feet, the chord of said curve bears S 28° 26' 10" E for 129.43 feet, to a point of tangency;

Thence S 24° 08' 01" E for a distance of 102.41 feet to a point;

Thence S 25° 00' 27" E for a distance of 39.76 feet to a point;

Thence S 25° 55' 39" E for a distance of 89.56 feet to a point on the Southerly parcel line of said Parcel (R);

Thence S 75° 17' 52" W, along said Southerly parcel line, for a distance of 11.34 feet to the **POINT OF BEGINNING**,

Said parcel of land having an area of 6,816 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 D Kaufman M Bell Utility Easement.





EXHIBIT "B"

LEGAL DESCRIPTION (D Kaufman M Bell) :

A parcel of land, said parcel being a portion of Instrument No. 3801480 (R) of the Records of Coconino County, Arizona, situated in the Southwest $\frac{1}{4}$ of Section 3, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

BEGINNING AT the most Southerly parcel corner of said Parcel (R), thence N 28° 02' 00" W, along the West parcel line of said Parcel (R), for a distance of 354.32 feet to the most Westerly parcel corner of said Parcel (R);

Thence N 52° 12' 11" E, along said Northerly parcel line of said Parcel (R), for a distance of 42.95 feet to a point, said point being a non-tangent point of curvature;

Thence Southeasterly along a curve to the right, having a central angle of 05° 20' 05" and a radius of 1,435.61 feet, for a distance of 133.67 feet, the chord of said curve bears S 28° 29' 00" E for 133.62 feet, to a point of tangency;

Thence S 24° 08' 19" E for a distance of 102.87 feet to a point;

Thence S 25° 00' 27" E for a distance of 39.41 feet to a point;

Thence S 25° 53' 59" E for a distance of 93.37 feet to a point on the Southerly parcel line of said Parcel (R);

Thence S 75° 17' 52" W, along said Southerly parcel line, for a distance of 31.69 feet to the **POINT OF BEGINNING**,

Said parcel of land having an area of 14,122 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 D Kaufman M Bell Temp Easement.





EXHIBIT "A-1"

Two parcels of land, said parcels of land being a portion of Instrument No. 3801480 of the Records of Coconino County, Arizona, situated in the Southwest 1/4 of Section 3, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.



N 52°12'11" E 759.29'
716.34'



Inst. 3801480

| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|------------|-----------|-------------|---------------|--------------|
| C1 | 133.67' | 1,435.61' | 5°20'05" | S 28°29'00" E | 133.62' |
| C2 | 129.47' | 1,415.60' | 5°14'26" | S 28°26'10" E | 129.43' |

AREA = 6,816 SQ. FT.
AREA = 14,122 SQ. FT.

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 52°12'10" E | 22.80' |
| L2 | N 52°12'11" E | 20.15' |
| L3 | S 24°08'19" E | 102.87' |
| L4 | S 25°00'27" E | 39.41' |
| L5 | S 25°53'59" E | 93.37' |
| L6 | S 75°17'52" W | 20.35' |
| L7 | S 75°17'52" W | 11.34' |
| L8 | S 24°08'01" E | 102.41' |
| L9 | S 25°00'27" E | 39.76' |
| L10 | S 25°55'39" E | 89.56' |

N 28°02'00" W 354.32'

816.47'
N 75°17'52" E 848.16'



NES # 19-013 K-V Mortensen

528 West Aspen Avenue / Flagstaff, Arizona 86001 / (928) 774-5058

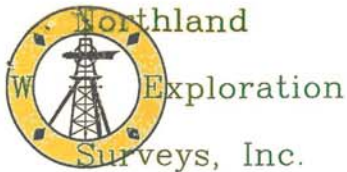


EXHIBIT "A"

LEGAL DESCRIPTION (J Sample) :

A parcel of land, said parcel being a portion of Instrument No. 3300668 (R) of the Records of Coconino County, Arizona, situated in the Southwest $\frac{1}{4}$ of Section 3, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

BEGINNING at the most Southerly parcel corner of said Parcel (R), thence N $28^{\circ} 07' 55''$ W, along the Westerly parcel line of said Parcel (R), for a distance of 193.30 feet to a parcel corner of said Parcel (R);

Thence N $24^{\circ} 11' 21''$ W, along said Westerly parcel line, for a distance of 349.40 feet to a point;

Thence S $68^{\circ} 26' 51''$ E for a distance of 30.70 feet to a point;

Thence S $23^{\circ} 34' 24''$ E for a distance of 44.28 feet to a point;

Thence N $66^{\circ} 40' 36''$ E for a distance of 13.51 feet to a point;

Thence S $23^{\circ} 19' 24''$ E for a distance of 16.35 feet to a point;

Thence S $66^{\circ} 40' 36''$ W for a distance of 13.43 feet to a point;

Thence S $22^{\circ} 53' 17''$ E for a distance of 322.24 feet to a point;

Thence S $35^{\circ} 19' 24''$ E for a distance of 28.54 feet to a point of curvature;

Thence Southeasterly along a curve to the right, having a central angle of $04^{\circ} 16' 01''$ and a radius of 1,415.60 feet, for a distance of 105.43 feet, the chord of said curve bears S $33^{\circ} 11' 24''$ E for 105.40 feet, to a non-tangent point on the Southeasterly parcel line of said Parcel (R);

Thence S $52^{\circ} 12' 10''$ W, along said Southerly parcel line, for a distance of 22.80 feet to the **POINT OF BEGINNING**,

Said parcel of land having an area of 9,452 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 J Sample Utility Easement.





EXHIBIT "B"

LEGAL DESCRIPTION (J Sample) :

A parcel of land, said parcel being a portion of Instrument No. 3300668 (R) of the Records of Coconino County, Arizona, situated in the Southwest $\frac{1}{4}$ of Section 3, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

BEGINNING at the most Southerly parcel corner of said Parcel (R), thence N 28° 07' 55" W, along the Westerly parcel line of said Parcel (R), for a distance of 193.30 feet to a parcel corner of said Parcel (R);

Thence N 24° 11' 21" W, along said Westerly parcel line, for a distance of 378.07 feet to a point;

Thence S 68° 26' 51" E for a distance of 59.49 feet to a point;

Thence S 23° 34' 24" E for a distance of 52.54 feet to a point;

Thence N 66° 40' 36" E for a distance of 13.51 feet to a point;

Thence S 23° 19' 24" E for a distance of 16.35 feet to a point;

Thence S 66° 40' 36" W for a distance of 13.43 feet to a point;

Thence S 22° 52' 49" E for a distance of 320.09 feet to a point;

Thence S 35° 19' 24" E for a distance of 26.57 feet to a point of curvature;

Thence Southeasterly along a curve to the right, having a central angle of 04° 10' 22" and a radius of 1,415.60 feet, for a distance of 104.55 feet, the chord of said curve bears S 33° 14' 14" E for 104.53 feet, to a non-tangent point on the Southeasterly parcel line of said Parcel (R);

Thence S 52° 12' 10" W, along said Southerly parcel line, for a distance of 42.95 feet to the **POINT OF BEGINNING**,

Said parcel of land having an area of 20,721 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 J Sample Temp Easement.



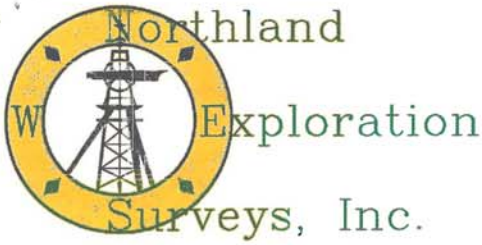


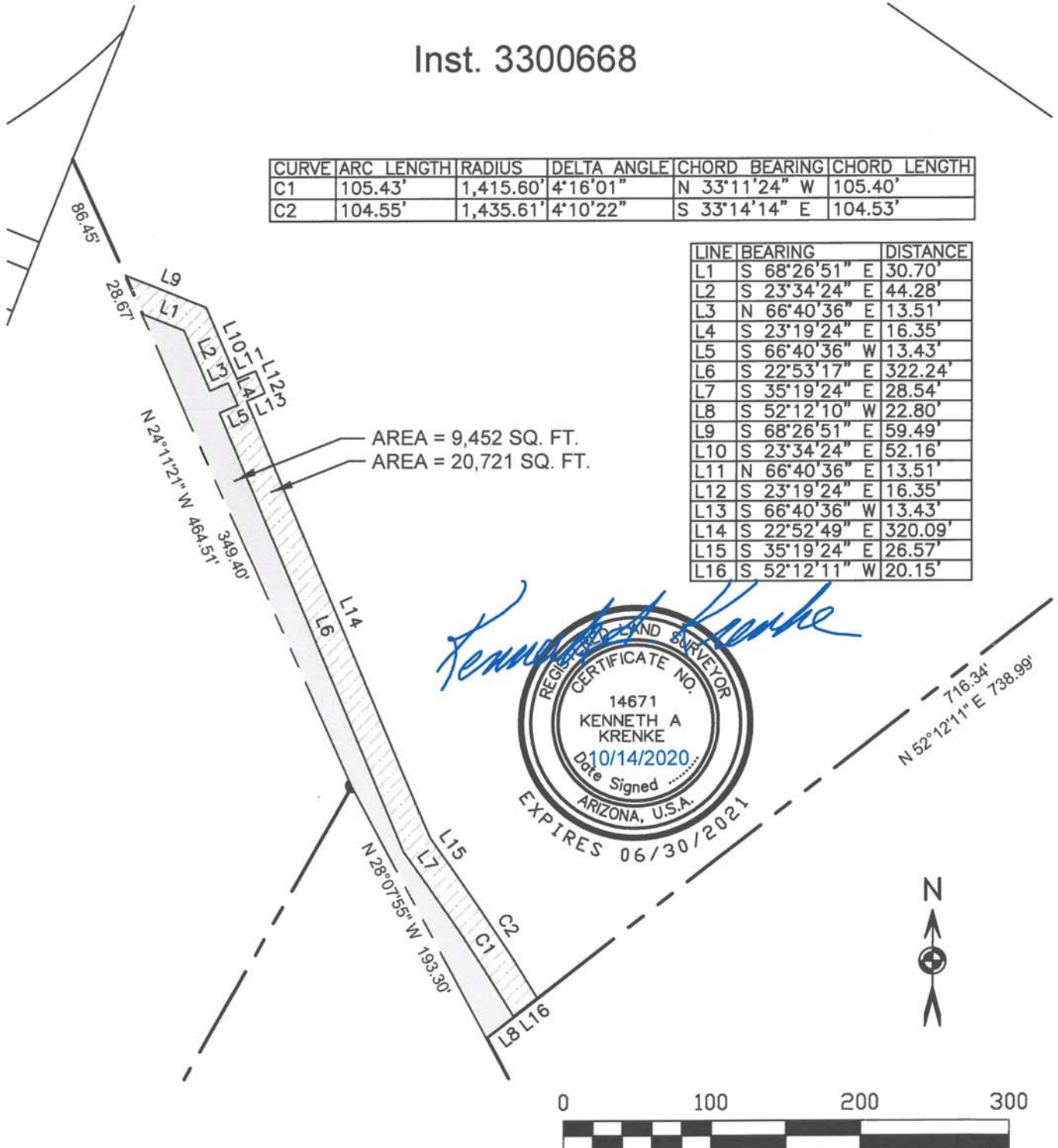
EXHIBIT "A-1"

Two parcels of land, said parcels of land being a portion of Instrument No. 3300668 of the Records of Coconino County, Arizona, situated in the Southwest 1/4 of Section 3, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.

Inst. 3300668

| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|------------|-----------|-------------|---------------|--------------|
| C1 | 105.43' | 1,415.60' | 4°16'01" | N 33°11'24" W | 105.40' |
| C2 | 104.55' | 1,435.61' | 4°10'22" | S 33°14'14" E | 104.53' |

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 68°26'51" E | 30.70' |
| L2 | S 23°34'24" E | 44.28' |
| L3 | N 66°40'36" E | 13.51' |
| L4 | S 23°19'24" E | 16.35' |
| L5 | S 66°40'36" W | 13.43' |
| L6 | S 22°53'17" E | 322.24' |
| L7 | S 35°19'24" E | 28.54' |
| L8 | S 52°12'10" W | 22.80' |
| L9 | S 68°26'51" E | 59.49' |
| L10 | S 23°34'24" E | 52.16' |
| L11 | N 66°40'36" E | 13.51' |
| L12 | S 23°19'24" E | 16.35' |
| L13 | S 66°40'36" W | 13.43' |
| L14 | S 22°52'49" E | 320.09' |
| L15 | S 35°19'24" E | 26.57' |
| L16 | S 52°12'11" W | 20.15' |



Kenneth A Krenke
 REGISTERED LAND SURVEYOR
 CERTIFICATE NO. 14671
 KENNETH A KRENKE
 Date Signed 10/14/2020
 ARIZONA, U.S.A.
 EXPIRES 06/30/2021

NES # 19-013 J. Sample

528 West Aspen Avenue / Flagstaff, Arizona 86001 / (928) 774-5058



EXHIBIT "A"

LEGAL DESCRIPTION (M McCormick) :

A parcel of land, said parcel being a portion of Instrument No. 3764963 (R) of the Records of Coconino County, Arizona, situated in the Southwest $\frac{1}{4}$ of Section 3 and the Southeast $\frac{1}{4}$ of Section 4, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

FROM the most Northwest parcel corner of said Parcel (R), thence S 26° 27' 58" E, along the Westerly parcel line of said Parcel (R), for a distance of 35.05 feet to **TRUE POINT OF BEGINNING**;

Thence S 68° 26' 51" E for a distance of 36.45 feet to a point;

Thence N 89° 03' 09" E for a distance of 224.80 feet to a point;

Thence S 68° 26' 51" E for a distance of 37.84 feet to a point on the Easterly parcel line of said Parcel (R);

Thence S 21° 32' 22" W, along said Easterly parcel line, for a distance of 30.01 feet to a point:

Thence N 68° 26' 51" W for a distance of 31.88 feet to a point;

Thence S 89° 03' 09" W for a distance of 224.80 feet to a point;

Thence N 68° 26' 51" W for a distance of 9.71 feet to a point on the said Westerly parcel line;

Thence N 25° 54' 36" W, along said Westerly parcel line, for a distance of 44.39 feet to the **TRUE POINT OF BEGINNING**;

Said parcel of land having an area of 8,486 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 M McCormick Utility Easement.





EXHIBIT "B"

LEGAL DESCRIPTION (M McCormick) :

A parcel of land, said parcel being a portion of Instrument No. 3764963 (R) of the Records of Coconino County, Arizona, situated in the Southwest $\frac{1}{4}$ of Section 3 and the Southeast $\frac{1}{4}$ of Section 4, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

FROM the most Northwest parcel corner of said Parcel (R), thence S 26° 27' 58" E, along the Westerly parcel line of said Parcel (R), for a distance of 5.14 feet to **TRUE POINT OF BEGINNING**;

Thence S 68° 26' 51" E for a distance of 54.70 feet to a point;

Thence N 89° 03' 09" E for a distance of 224.80 feet to a point;

Thence S 68° 26' 51" E for a distance of 41.82 feet to a point on the Easterly parcel line of said Parcel (R);

Thence S 21° 32' 22" W, along said Easterly parcel line, for a distance of 70.03 feet to a point:

Thence N 68° 26' 51" W for a distance of 27.90 feet to a point;

Thence S 89° 03' 09" W for a distance of 218.78 feet to a point;

Thence N 25° 50' 35" W for a distance of 26.15 feet to a point on the said Westerly parcel line;

Thence N 26° 08' 02" W, along said Westerly parcel line, for a distance of 74.31 feet to the **TRUE POINT OF BEGINNING**;

Said parcel of land having an area of 19,821 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

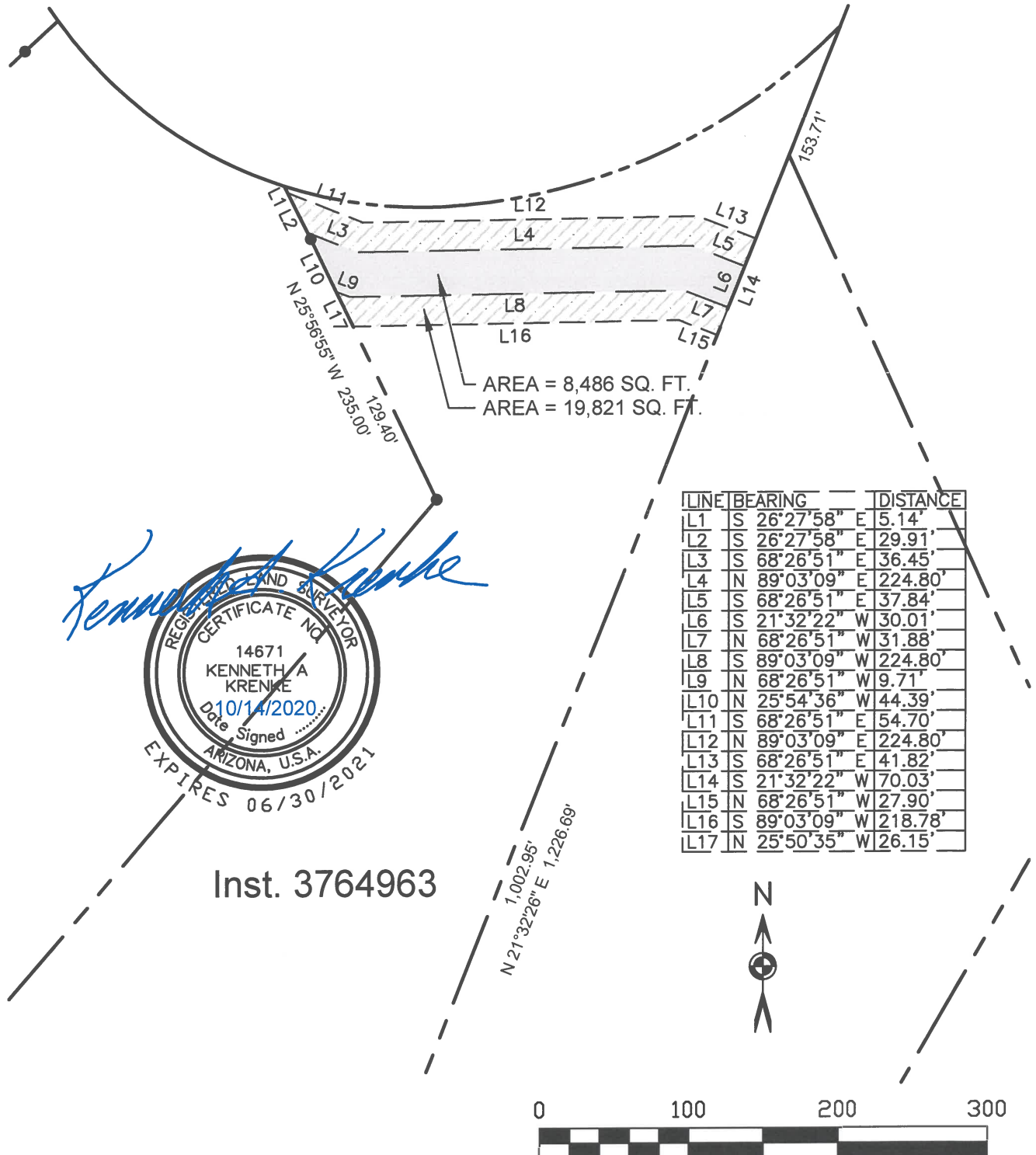
NES # 19-013 M McCormick Temp Easement.





EXHIBIT "A-1"

Two parcels of land, said parcels of land being a portion of Instrument No. 3764963 of the Records of Coconino County, Arizona, situated in the Southwest 1/4 of Section 3 and the Southeast 1/4 of Section 4, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.



Kenneth A. Krenke



Inst. 3764963

NES # 19-013 M McCormick

528 West Aspen Avenue / Flagstaff, Arizona 86001 / (928) 774-5058



EXHIBIT "A"

LEGAL DESCRIPTION (L-M Hartoog) :

A parcel of land, said parcel being a portion of Instrument No. 3794735 (R) of the Records of Coconino County, Arizona, situated in the Southwest $\frac{1}{4}$ of Section 3, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

FROM the most Northwest parcel corner of said Parcel (R), thence Southeasterly, along the Northerly parcel line of said Parcel (R), along a curve to the left having a central angel of $16^{\circ} 01' 51''$ and a radius of 300.00 feet, for a distance of 83.94 feet, the chord of said curve bears S $43^{\circ} 42' 08''$ E for 83.67 feet, to the **TRUE POINT OF BEGINNING**;

Thence continue Southeasterly along said Northerly parcel line of said Parcel (R), along a curve to the left, having a central angle of $10^{\circ} 28' 33''$ and a radius of 300.00 feet, for a distance of 54.85 feet, the chord of said curve bears S $56^{\circ} 40' 22''$ E for 54.77 feet, to a non-tangent point;

Thence S $23^{\circ} 26' 51''$ E for a distance of 35.05 to a point;

Thence S $68^{\circ} 26' 51''$ E for a distance of 32.84 feet;

Thence N $21^{\circ} 33' 09''$ E for a distance of 7.00 feet to a point;

Thence S $68^{\circ} 26' 51''$ E for a distance of 14.02 feet to a point on the Northeasterly parcel line of said Parcel (R);

Thence S $26^{\circ} 00' 59''$ E, along said Northeasterly parcel line, for a distance of 54.86 feet to a point;

Thence N $68^{\circ} 26' 51''$ W for a distance of 99.78 feet to a point;

Thence N $23^{\circ} 26' 51''$ W for a distance of 93.30 feet to the **TRUE POINT OF BEGINNING**;

Said parcel of land having an area of 4,321 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 L-M Hartoog Utility Easement.





EXHIBIT "B"

LEGAL DESCRIPTION (L-M Hartoog) :

A parcel of land, said parcel being a portion of Instrument No. 3794735 (R) of the Records of Coconino County, Arizona, situated in the Southwest $\frac{1}{4}$ of Section 3, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

FROM the most Northwest parcel corner of said Parcel (R), thence Southeasterly, along the Northerly parcel line of said Parcel (R), along a curve to the left having a central angel of $06^{\circ} 17' 06''$ and a radius of 300.00 feet, for a distance of 32.91 feet, the chord of said curve bears S $38^{\circ} 32' 47''$ E for 32.89 feet, to the **TRUE POINT OF BEGINNING**;

Thence continue Southeasterly along said Northerly parcel line of said Parcel (R), along a curve to the left having a central angel of $26^{\circ} 00' 27''$ and a radius of 300.00 feet, for a distance of 136.17 feet, the chord of said curve bears S $54^{\circ} 41' 34''$ E for 135.01 feet, to a non-tangent point;

Thence S $23^{\circ} 26' 51''$ E for a distance of 4.03 feet to a point;

Thence S $68^{\circ} 26' 51''$ E for a distance of 24.12 feet to a point on the Northeasterly parcel line of said Parcel (R);

Thence S $26^{\circ} 03' 30''$ E, along said Northeasterly parcel line, for a distance of 100.46 feet to a point;

Thence S $89^{\circ} 03' 09''$ W for a distance of 6.02 feet to a point;

Thence N $68^{\circ} 26' 51''$ W for a distance of 121.75 feet to a point;

Thence N $23^{\circ} 26' 51''$ W for a distance of 148.46 feet to the **TRUE POINT OF BEGINNING**;

Said parcel of land having an area of 10,037 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

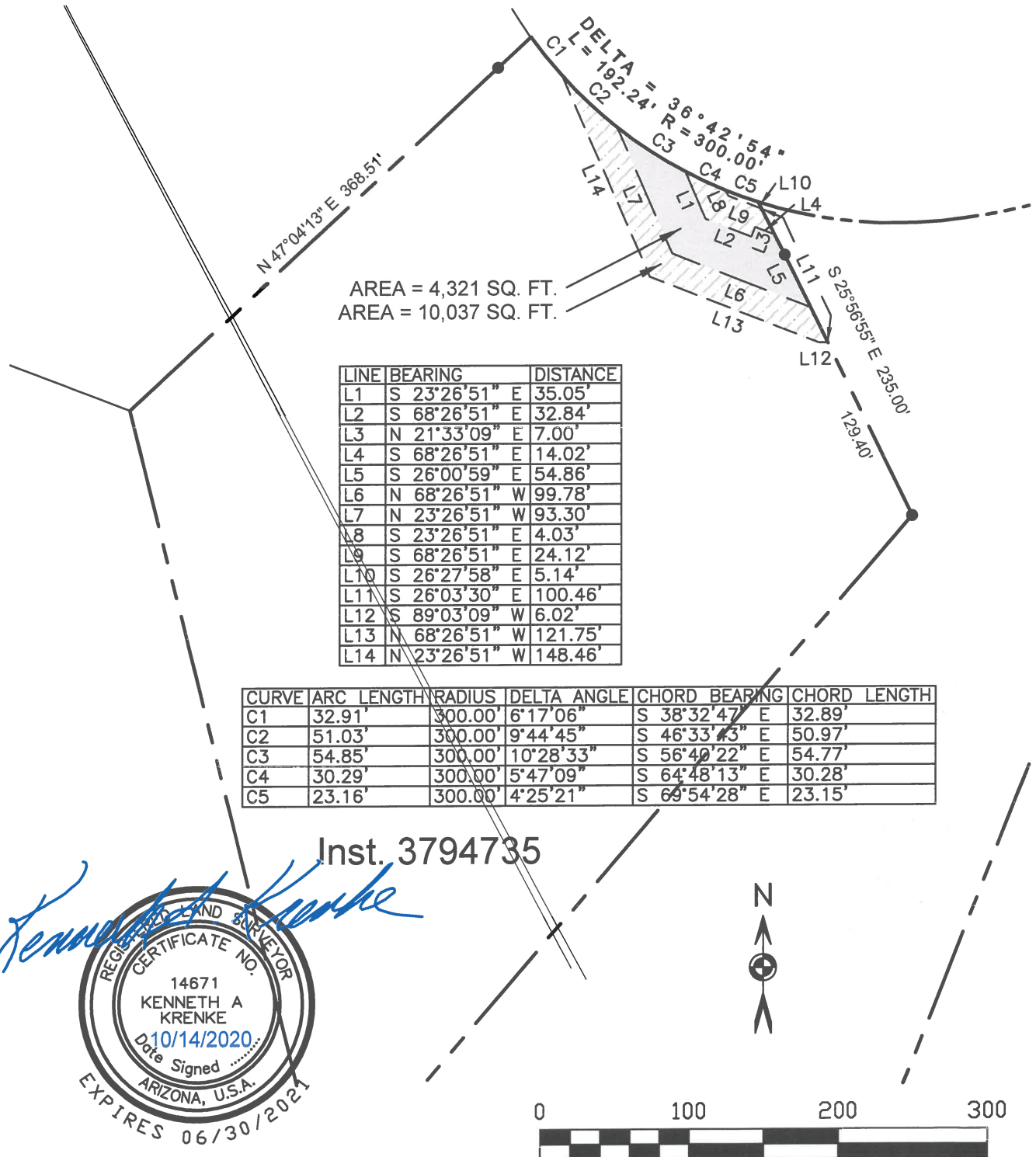
NES # 19-013 L-M Hartoog Temp Easement.





EXHIBIT "A-1"

Two parcels of land, said parcels of land being a portion of Instrument No. 3794735 of the Records of Coconino County, Arizona, situated in the Southwest 1/4 of Section 3, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.



NES # 19-013 L-M Hartoog



EXHIBIT "A"

LEGAL DESCRIPTION (D Balzer):

A parcel of land, said parcel being a portion of Instrument No. 3769823 (R) of the Records of Coconino County, Arizona, situated in the Southeast $\frac{1}{4}$ of Section 4, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

FROM the Northwest parcel corner of said Parcel (R), thence N $76^{\circ} 40' 51''$ E, along the Northerly parcel line of said Parcel (R), for a distance of 62.75 feet to a parcel corner along said Northerly parcel line;

Thence N $78^{\circ} 05' 30''$ E, along said Northerly parcel line, for a distance of 76.24 feet to the **TRUE POINT OF BEGINNING**;

Thence continue N $78^{\circ} 05' 30''$ E, along said Northerly parcel line of said Parcel (R), for a distance of 30.63 feet to a point;

Thence S $23^{\circ} 26' 51''$ E for a distance of 46.49 feet to a point;

Thence S $34^{\circ} 41' 51''$ E for a distance of 140.06 feet to a point;

Thence S $23^{\circ} 26' 51''$ E for a distance of 260.34 feet to a point on the Southerly parcel line of said Parcel (R);

Thence Northwesterly, along said Southerly parcel line, along a curve to the right, having a central angle of $10^{\circ} 28' 33''$ and a radius of 300.00 feet, for a distance of 54.85 feet, the chord of said curve bears N $56^{\circ} 40' 22''$ W for 54.77 feet, to a non-tangent point;

Thence N $23^{\circ} 26' 51''$ W for a distance of 211.57 feet to a point;

Thence N $34^{\circ} 41' 51''$ W for a distance of 140.06 feet to a point;

Thence N $23^{\circ} 26' 51''$ W for a distance of 55.57 feet to the **TRUE POINT OF BEGINNING**;

Said parcel of land having an area of 12,862 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 D Balzer Utility Easement.





EXHIBIT "B"

LEGAL DESCRIPTION (D Balzer):

A parcel of land, said parcel being a portion of Instrument No. 3769823 (R) of the Records of Coconino County, Arizona, situated in the Southeast $\frac{1}{4}$ of Section 4, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

FROM the Northwest parcel corner of said Parcel (R), thence N 76° 40' 51" E, along the Northerly parcel line of said Parcel (R), for a distance of 62.75 feet to a parcel corner along said Northerly parcel line;

Thence N 78° 05' 30" E, along said Northerly parcel line, for a distance of 55.82 feet to the **TRUE POINT OF BEGINNING**;

Thence continue N 78° 05' 30" E, along said Northerly parcel line of said Parcel (R), for a distance of 71.47 feet to a point;

Thence S 23° 26' 51" E for a distance of 40.43 feet to a point;

Thence S 34° 41' 51" E for a distance of 140.06 feet to a point;

Thence S 23° 26' 51" E for a distance of 285.04 feet to a point on the Southerly parcel line of said Parcel (R), to a non-tangent point of curvature;

Thence Northwesterly, along said Southerly parcel line, along a curve to the right, having a central angle of 26° 00' 24" and a radius of 300.00 feet, for a distance of 136.17 feet, the chord of said curve bears N 54° 41' 34" W for 135.01 feet, to a non-tangent point;

Thence N 23° 26' 51" W for a distance of 162.72 feet to a point;

Thence N 34° 41' 51" W for a distance of 140.06 feet to a point;

Thence N 23° 26' 51" W for a distance of 61.63 feet to the **TRUE POINT OF BEGINNING**;

Said parcel of land having an area of 29,755 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 D Balzer Temp Easement.





EXHIBIT "A-1"

Two parcels of land, said parcels of land being a portion of Instrument No. 3769823 of the Records of Coconino County, Arizona, situated in the Southeast 1/4 of Section 4, Township 1 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.

Inst. 3769823

N 78°05'30" E 913.23'
785.93'

| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|------------|---------|-------------|---------------|--------------|
| C1 | 23.16' | 300.00' | 4°25'21" | N 69°54'28" W | 23.15' |
| C2 | 30.29' | 300.00' | 5°47'09" | N 64°48'13" W | 30.28' |
| C3 | 54.85' | 300.00' | 10°28'33" | N 56°40'22" W | 54.77' |
| C4 | 51.03' | 300.00' | 9°44'45" | N 46°33'43" W | 50.97' |
| C5 | 32.91' | 300.00' | 6°17'06" | N 38°32'47" W | 32.89' |
| C6 | 83.80' | 300.00' | 16°00'20" | N 27°24'04" W | 83.53' |

AREA = 12,862 SQ. FT.
AREA = 29,755 SQ. FT.

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 76°40'51" E | 62.75' |
| L2 | N 78°05'30" E | 55.82' |
| L3 | N 78°05'30" E | 20.42' |
| L4 | N 78°05'30" E | 30.63' |
| L5 | N 78°05'30" E | 20.42' |
| L6 | S 23°26'51" E | 46.49' |
| L7 | S 34°41'51" E | 140.06' |
| L8 | S 23°26'51" E | 260.34' |
| L9 | N 23°26'51" W | 211.57' |
| L10 | N 34°41'51" W | 140.06' |
| L11 | S 23°26'51" E | 55.57' |
| L12 | S 23°26'51" E | 40.43' |
| L13 | S 34°41'51" E | 140.06' |
| L14 | S 23°26'51" E | 285.04' |
| L15 | N 23°26'51" W | 162.72' |
| L16 | N 34°41'51" W | 140.06' |
| L17 | S 23°26'51" E | 61.63' |

L = 311.27'
DELTA = 58°28'27"

L = 192.24'
DELTA = 36°42'54"

Kenneth A. Krenke



NES # 19-013 D. Balzer



EXHIBIT "A"

LEGAL DESCRIPTION (N Heflin R Mike):

A parcel of land, said parcel being a portion of Instrument No. 3454864 (R) of the Records of Coconino County, Arizona, situated in the Southeast $\frac{1}{4}$ of Section 4, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

FROM the Southwest parcel corner of said Parcel (R), thence N $76^{\circ} 36' 45''$ E, along the Southerly parcel line of said Parcel (R), for a distance of 249.88 feet to a parcel corner along said Southerly parcel line;

Thence N $78^{\circ} 05' 30''$ E, along said Northerly parcel line, for a distance of 76.24 feet to the **TRUE POINT OF BEGINNING**;

Thence N $23^{\circ} 26' 51''$ W for a distance of 12.15 feet to a point;

Thence N $21^{\circ} 33' 09''$ E for a distance of 158.30 feet to a point;

Thence N $14^{\circ} 18' 09''$ W for a distance of 299.76 feet to a point on the Westerly parcel line of said Parcel (R);

Thence N $29^{\circ} 36' 50''$ E, along said Westerly parcel line, for a distance of 41.86 feet to a point;

Thence S $14^{\circ} 26' 11''$ E for a distance of 339.88 feet to a point;

Thence S $21^{\circ} 33' 09''$ W for a distance of 155.26 feet to a point;

Thence S $23^{\circ} 26' 51''$ E for a distance of 5.84 feet to a point on the said Southerly parcel line;

Thence S $78^{\circ} 05' 30''$ W, along said Southerly parcel line, for a distance of 30.63 feet to the **TRUE POINT OF BEGINNING**;

Said parcel of land having an area of 14,392 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

NES # 19-013 N Heflin R Mike Utility Easement.





EXHIBIT "B"

LEGAL DESCRIPTION (N Heflin R Mike) :

A parcel of land, said parcel being a portion of Instrument No. 3454864 (R) of the Records of Coconino County, Arizona, situated in the Southeast $\frac{1}{4}$ of Section 4, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcel of land being more particularly described as follows:

FROM the Southwest parcel corner of said Parcel (R), thence N 76° 36' 45" E, along the Southerly parcel line of said Parcel (R), for a distance of 249.88 feet to a parcel corner along said Southerly parcel line;

Thence N 78° 05' 30" E, along said Northerly parcel line, for a distance of 55.82 feet to the **TRUE POINT OF BEGINNING**;

Thence N 23° 26' 51" W for a distance of 16.35 feet to a point;

Thence N 21° 33' 09" E for a distance of 160.32 feet to a point;

Thence N 14° 12' 49" W for a distance of 272.91 feet to a point on the Westerly parcel line of said Parcel (R);

Thence N 29° 36' 50" E, along said Westerly parcel line, for a distance of 111.41 feet to a point;

Thence S 05° 31' 42" W for a distance of 26.34 feet to a point;

Thence S 14° 26' 15" E for a distance of 351.65 feet to a point;

Thence S 21° 33' 09" W for a distance of 153.23 feet to a point;

Thence S 23° 26' 51" E for a distance of 1.64 feet to a point on the said Southerly parcel line;

Thence S 78° 05' 30" W, along said Southerly parcel line, for a distance of 71.47 feet to the **TRUE POINT OF BEGINNING**;

Said parcel of land having an area of 33,747 square feet of land, more or less, including any easements of record over the above described parcel, as shown on **EXHIBIT "A-1"**, which is made a part hereof, by this reference.

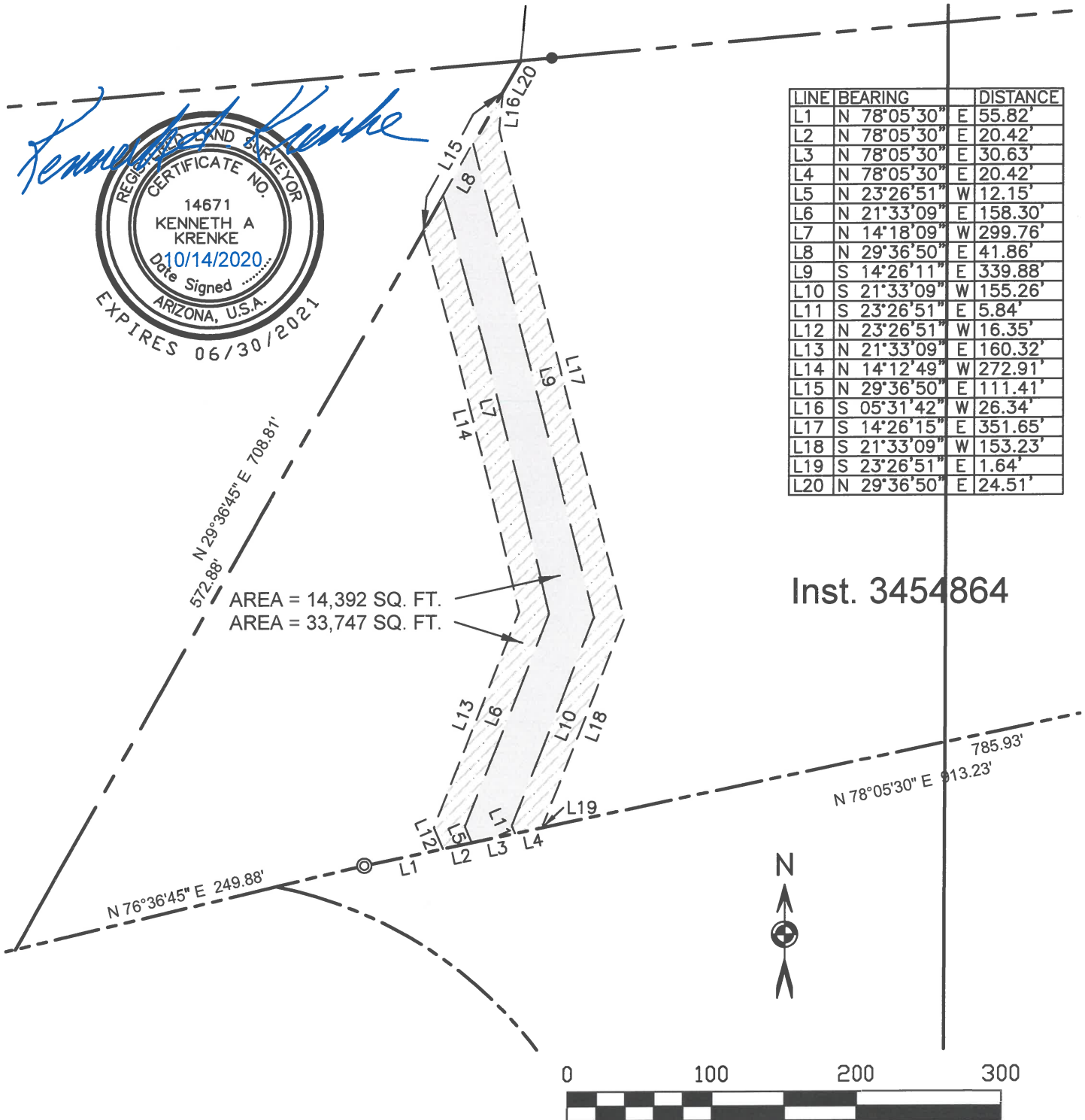
NES # 19-013 N Heflin R Mike Temp Easement.





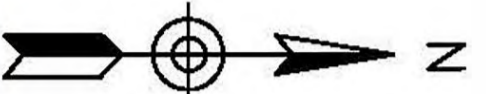
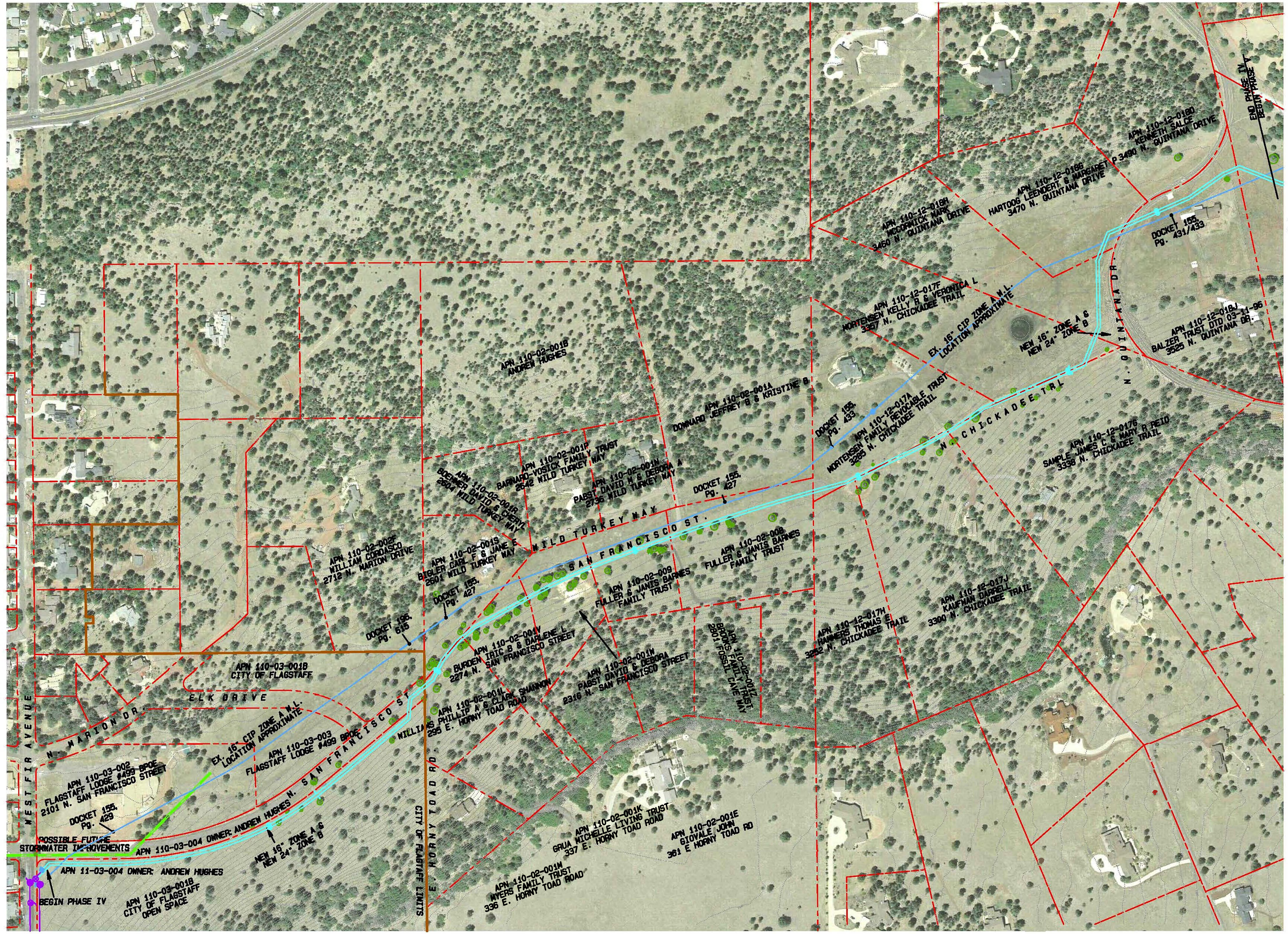
EXHIBIT "A-1"

Two parcels of land, said parcels of land being a portion of Instrument No. 3454864 of the Records of Coconino County, Arizona, situated in the Southeast 1/4 of Section 4, Township 11 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.



NES # 19-013 N Heflin R Mike

528 West Aspen Avenue / Flagstaff, Arizona 86001 / (928) 774-5058



SCALE: 1" = 150'

0 75 150 300

HORIZONTAL SCALE IN FEET

| | | | |
|---|-------|----------------|------------------|
| TURNER ENGINEERING INC. 558 N. ASPEN AVE., FLAGSTAFF, ARIZONA 86001 (928) 778-1814 | | | |
| TEL PROJ. NO.: | 40219 | CHECKED: PT | SCALE: |
| DESIGN: DM/AM | | DATE: 7/7/2020 | HORIZ: 1" = 150' |
| DRAWN: DM/AM | | | VERT: N/A |

PRELIMINARY NOT FOR CONSTRUCTION
(ISSUED 7/7/2020)

**CITY OF FLAGSTAFF
SWITZER CANYON MAIN
WATER TRANSMISSION MAIN
PHASE IV CONCEPT ALIGNMENT**

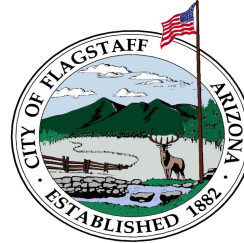
PRELIMINARY NOT FOR CONSTRUCTION

RESIDENT WATER METER MAP

C:\Users\TVE\Documents\Documents\N\New Folder\10119 - 6-17-20 Color.pdf Tue Jul 07 12:03:51 2020

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Marissa Molloy, Sustainability Coordinator
Date: 08/29/2022
Meeting Date: 09/06/2022



TITLE

Neighborhood Sustainability Grant Program Annual Update

STAFF RECOMMENDED ACTION:

Informational update to the City Council: No action is requested.

EXECUTIVE SUMMARY:

This is an informational update on the successful Neighborhood Sustainability Grant program. This presentation will include highlights from fiscal year 20-21 completed projects and fiscal year 21-22 awarded projects.

INFORMATION:

Neighborhood Sustainability Grants are available to applicants with local projects related to food, waste, climate action, resilience, building energy, public health, and transportation within Flagstaff city limits. Eligible applicants include individuals, groups of individuals, community groups, educational groups, and not-for-profit organizations. In fiscal year 20-21, 18 grants were awarded funds of up to \$2,000 per project. In fiscal year 21-22, 11 grants were awarded funds of up to \$5,000 per project.

Attachments: [NSG Update Presentation](#)
[Neighborhood Sustainability Grant FY21 Report Summary](#)

Neighborhood Sustainability Grant Program Update

September 6, 2022



Agenda

- 1. Neighborhood Sustainability Grant Overview**
- 2. Fiscal Year 2020-2021 Completed Projects**
- 3. Fiscal Year 2021-2022 Recipients**
- 4. Fiscal Year 2022-2023 Grant Cycle**



Neighborhood Sustainability Grant Overview

- Neighborhood Sustainability Grants fund community projects
 - Eligibility
 - Funding
 - Recipients:
 - Fiscal Year 2020-2021
 - 17 recipients out of 28 applicants
 - Grant Awards up to \$2,000/ project
 - Fiscal Year 2021-2022
 - 11 recipients out of 25 applicants
 - Grant Awards up to \$5,000/ project
 - Grant workshops



Fiscal Year 2020-2021 Completed Projects

1. **ANEW**
2. **Roots**
3. **Killip Elementary School Garden**
4. **The Arboretum at Flagstaff**
5. **Oakley Anderson-Moore/Superyard Farms**
6. **Darrien Benally**
7. **Azulita Project**
8. **The Boys and Girls Club of Flagstaff**
9. **Congregation Lev Shalom**
10. **Killip Elementary and Community Learning Center**
11. **Threaded Together**
12. **Flagstaff Junior Academy**
13. **Northern Arizona Climate Change Alliance**
14. **The Meteor**
15. **Townsite Urban Farm**
16. **Silas Aiken**



ANew Living - Food Sustainability Program

Purpose:

- Build a larger, chicken coop

Accomplishments:

- Built chicken coop
- Educated families on local food and produce
- Installed a compost tumbler





Roots Micro Farm

Purpose:

- Install a hoop house

Accomplishments:

- Provided an average of 40 trays/week to the community
- Provided over 200 community members with tours of the hoop house during the Coconino Master Gardeners Association Flagstaff Finest Vegetable Tour





Killip Elementary School Garden

Purpose:

- Increase the number of supplies and equipment for the Killip School Garden

Accomplishments:

- Purchased supplies
- Students attended virtual gardening classes





The Arboretum at Flagstaff - High Desert Produce Garden

Purpose:

- Install an educational garden to demonstrate successful food production in the high desert environment

Accomplishments:

- Estimate of 4,488 gallons of water saved by using drip-line irrigation
- A total of 39 hours of educational opportunities were offered to the public through 13 sessions





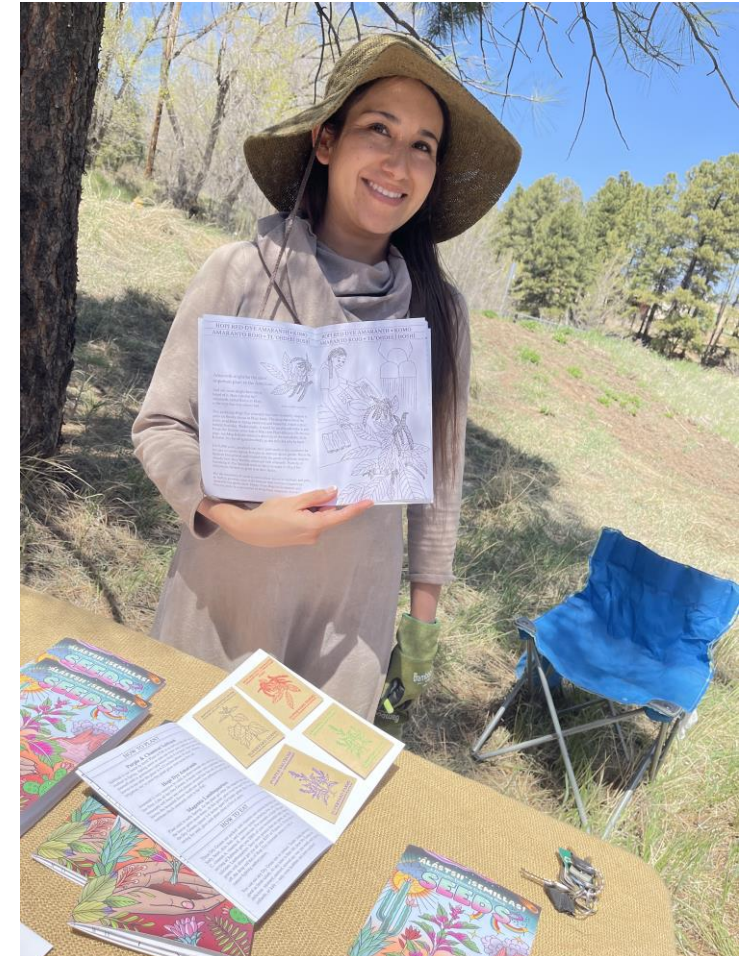
Oakley Anderson-Moore and Superyard Farms – The Dry Greens Project

Purpose:

- Distribute seed packets for dry greens and an informational coloring book in English, Spanish, and Diné Language

Accomplishments:

- Saved an estimated 6000+ gallons of water
- Made original coloring book with seeds
- Distributed over 150 coloring books and 600 seed packets





Darrien Benally – Growing Indigenous Health and Resilience Through Balcony Gardening

Purpose:

- Distribute balcony gardening kits and educate community members on the importance of eating healthy

Accomplishments:

- Purchased and distributed 15 kits
- 40 community members attended workshops





Azulita Project – Consistent Recycling for Flagstaff Schools

Purpose:

- Provide easy-to-use recycling infrastructure in schools

Accomplishments:

- Marshall Elementary received 63 recycling bins
- Kinsey Elementary received 52 recycling bins





Boys and Girls Club of Flagstaff - Environmental Education Program

Purpose:

- An environmental education program for teens

Accomplishments:

- 20 Club teens and 30 Club kids participated.
- Implemented composting and recycling
- Expanded the garden area in the Brannen Homes housing complex





Congregation Lev Shalom - From Waste to Growing Vegetables

Purpose:

- Create soil from food waste and grow organic vegetables

Accomplishments:

- Turned food and garden waste into rich soil
- Donated first harvest to the Flagstaff Family Food Bank





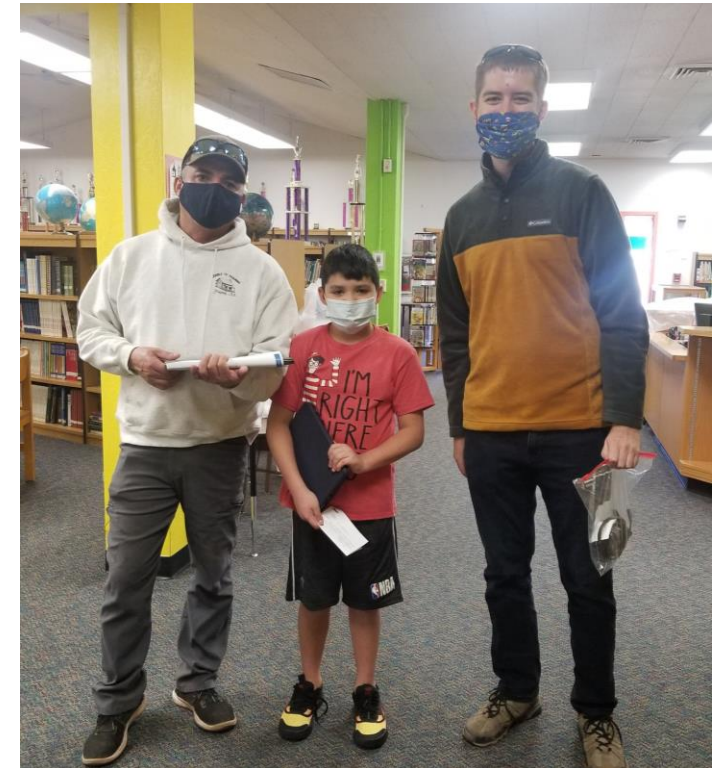
Killip Elementary and Community Learning Center – Computer Restoration for the Sunnyside Neighborhood

Purpose:

- Create a club at Killip Elementary to upcycle computers for distribution

Accomplishments:

- Created infrastructure for computer/hardware donations to distribute
- Donated 3 machines to Killip Elementary families and community members





Threaded Together - Sustainable Sewing: Resourcefulness and Community Building through Quilting and Mending

Purpose:

- Offer a workshop series for adults and teens focused on hand quilting and mending

Accomplishments:

- Taught sustainable sewing skills to 7 mending students in person, 5 quilting students in person, and 6 mending students on Zoom
- Awarded 5 full and 4 partial scholarships



Flagstaff Junior Academy (FJA) – Climate Action at FJA

Purpose:

- Create a Climate Action Plan and further climate education goals

Accomplishments:

- Created the Climate Action Plan and received approval by the governing board of FJA
- Purchased science kits and supplies for climate change projects in the classroom





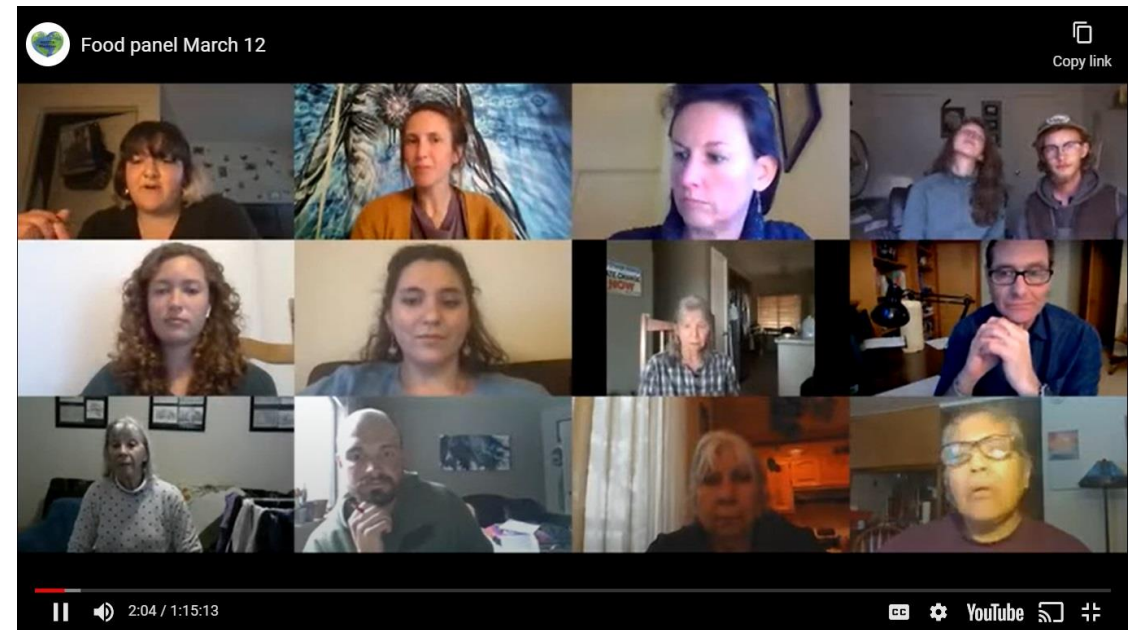
Northern Arizona Climate Change Alliance (NAZCCA) – Climate Awareness Campaign

Purpose:

- Educate Flagstaff community members to engage in issues and solutions around climate change and resilience

Accomplishments:

- Provided 7 educational events/workshops to nearly 350 participants
- Developed an informational webpage





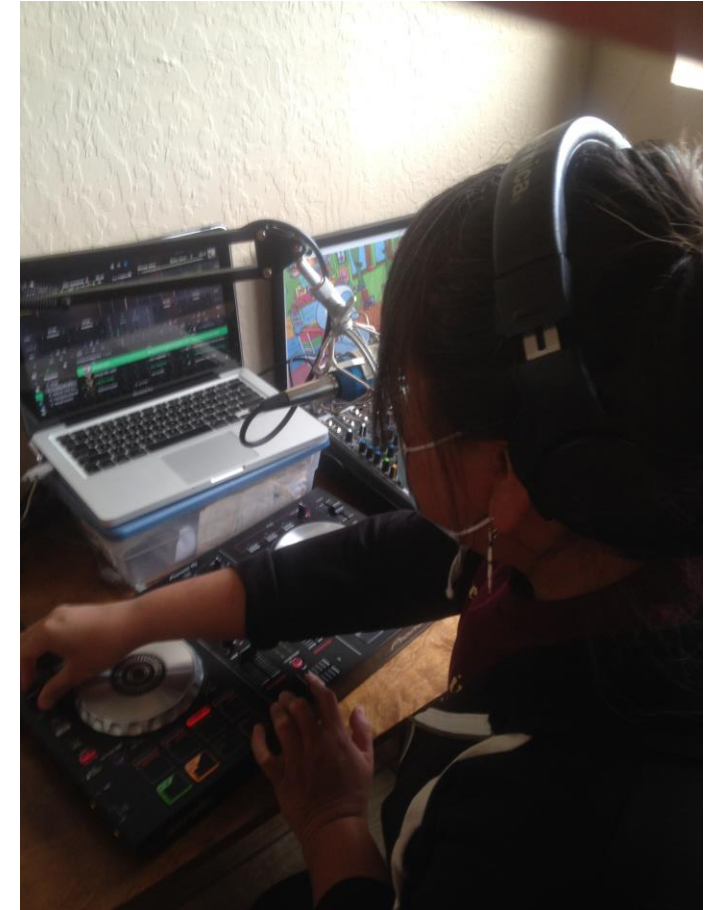
The Meteor – Crater Community Radio Studio

Purpose:

- Improve Crater Community Radio's studio and provide equipment to reporters

Accomplishments:

- Set up a broadcast radio studio available to the public
- Trained 27 radio hosts on broadcast equipment operation, audio editing techniques, and interview skills
- Created the Crater Community Radio phone app and a new website, craterradio.com





Townsite Urban Farm – Community Collaboration to Build Resilience and Educate on Historic Urban Property

Purpose:

- Improve hoop house, provide organically grown produce to the community, and provide community education on sustainability practices

Accomplishments:

- Installed a solar system that powers fans in the hoop house
- Donated over 25 pounds of produce to community members and a local nonprofit organization





Silas Aiken – Greenlaw Garden Hub

Purpose:

- grow vegetables almost exclusively with rainwater and launch an urban farm business and garden hub for the community

Accomplishments:

- Saved an estimated 4,000-8,000 gallons of water
- Sold over 30 bags of garden greens and donated over 40 bags
- Sold over 40 veggie starts and donated over 30 garden starts



FY22 Recipients

1. **Community Assistance Teams of Flagstaff**
2. **Friends of Flagstaff Future**
3. **Northland Family Help Center**
4. **Tynkertopia**
5. **Liminal Flagstaff**
6. **Dr. Ricardo Guthrie**
7. **Superyard Farms**
8. **COCO-OP**
9. **Lefty Loosey Bikes**
10. **AZ Custom Plastics**
11. **University of Arizona, Coconino County Cooperative Extension**



FY23 Grant Cycle

- Applications are open until **September 30th**
www.flagstaff.az.gov/albertsgrant
- Next Grant Workshop
Saturday, September 17th
10:00 am - 12:00 pm
East Flagstaff Community Library
3000 N. Fourth Street, Suite 5
- The Sustainability Commission will determine the recipients at their November 17th Meeting



Thank you

Marissa Molloy,
Sustainability Coordinator
Marissa.Molloy@flagstaffaz.gov



**Neighborhood
Sustainability Grant
Applications Now
Open!**

Applications are open September 1st through September 30th. Visit www.flagstaff.az.gov/albertsgrant for more details.

The logo for the Flagstaff Sustainability Office, featuring a stylized mountain range and buildings within a circular frame, with the text "Flagstaff Sustainability Office" around it.

Join us for a **FREE**
**Grant
Workshop!**
For Grants Related to
**Sustainability or Streetscape Art &
Beautification**

Thursday, September 1st,
5:30pm-7:30pm
Held virtually over Zoom

Saturday, September 17th,
10:00am-12:00pm
Held at the East Flagstaff Community Library

Spots are limited. Register at
www.flagstaff.az.gov/albertsgrant

The logo for the Flagstaff Sustainability Office, featuring a stylized mountain range and buildings within a circular frame, with the text "Flagstaff Sustainability Office" around it.

www.flagstaff.az.gov/albertsgrant

NEIGHBORHOOD SUSTAINABILITY GRANTS

City of Flagstaff Sustainability Division

FISCAL YEAR
2020-2021 FINAL
REPORT
SUMMARY

Introduction

The Neighborhood Sustainability Grant Program was created to inspire creative projects that enhance community sustainability and foster community partnerships that promote sustainable and healthy lifestyles. The Neighborhood Sustainability Grant is funded through the Environmental Management Fee. We want to thank all our recipients for their hard work on these projects, making Flagstaff a better, more sustainable place for everyone.

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Food Systems

1. “Food Sustainability Program” – *ANEW Living*

Project Purpose:

- Build a larger chicken coop to increase accessibility for children and adults collecting the eggs, and add a greenhouse for growing a greater variety of vegetables.

Award Amount:

- \$364.99

Accomplishments:

- Built the new chicken coop.
- Relocated and planted the garden.
- Engaged three community member volunteers with plant purchasing and planting; one volunteer helped residents maintain the garden.
- Educated families on local food and produce, and how to prepare meals with vegetables they grow.
- Installed a compost tumbler to reduce waste and add to the soil.

Next Steps for ANEW Living:

- The need for a customized greenhouse to fit their relocated garden space caused a delay in construction and increased cost. The materials have been purchased, and the greenhouse should be installed soon.
- With the new chicken coop, they will be able to add another chicken or two.



ANEW Living's new and improved hen house with increased capacity.

2. “Killip Elementary School Garden” – *Killip Elementary*

Project Purpose:

- Increase the number of supplies and equipment for the Killip School Garden in order to give all students hands-on learning opportunities and increase the food output that would go directly back to the Sunnyside community.

Award Amount:

- \$1,850.00

Accomplishments:

- COVID-19 slightly altered the project. Students attended virtual gardening classes, then practiced what they learned with hydroponic systems. Seeds and supplies were sent home while students were completely remote.
- Purchased supplies so that in the future, entire classes can participate in hands-on learning at the same time.



Students and teachers at the Killip Elementary School Garden.

Next Steps for Killip Elementary:

- Killip is under construction, including the development of a 4,000-square foot garden with a greenhouse and outdoor learning areas.
- Supplies purchased should allow more students to be directly involved.
- The increase in supplies will also allow for increased food production to go directly back into the community.



Killip Elementary students participating in hands on gardening activities. Supplies purchased with the Neighborhood Sustainability Grant should provide for future student involvement.

3. “Microgreen Hoop House” – *Roots Micro Farm*

Project Purpose:

- Install a hoop house to expand the microgreen growing operation and better serve the Flagstaff community with nourishing local food.

Award Amount:

- \$1,000.00

Accomplishments:

- Provided an average of 40 trays per week from May to August 2021 to the community through a CSA program, the Flagstaff Community Market, local restaurants, and the Arizona Food Bank Network.
- Engaged five volunteers who completed over 15 service hours throughout the construction process.
- An informational construction Instagram reel was played 2,792 times with 116 likes, four comments, and three saves.
- Provided over 200 community members with tours of and engagement with the hoop house during the Coconino Master Gardeners Association Flagstaff Finest Vegetable Tour in August 2021.



Hoop house construction at Roots Micro Farm.

Next Steps for Roots Micro Farm:

- Install a rainwater catchment system.
- Continue to provide more educational opportunities for the community.
- Continue participation in the Friends of the Farm Program through the Arizona Food Bank.



Trays of microgreens in Roots Micro Farm’s new hoop house.



Visitors to Roots Micro Farm during the Flagstaff Finest Vegetable Tour.

4. “High Desert Produce Garden” – *The Arboretum at Flagstaff*

Project Purpose:

- Re-purpose underutilized space on the Arboretum grounds to serve as a resource educating visitors on strategies to effectively maintain a backyard garden in the unfavorable conditions presented by Flagstaff's climate.

Award Amount:

- \$1,900.24

Accomplishments:

- Calculated estimate of 4,488 gallons of water were saved using drip-line irrigation compared to hose watering. However, this is likely higher as the water holding capacity of the four in-ground beds was increased by 344 gallons, requiring shorter and less frequent watering sessions.
- 13 Education/volunteer sessions were offered covering topics such as soil amendment strategies, crop rotation strategies, seed saving, how to choose heirloom varieties, composting, season extension, and water-conscious irrigation methods.
- About 30 individuals were reached through volunteer/education sessions, with several repeated individuals showing up for multiple sessions. Lessons emphasized the tools required for independent food access, home gardening, rainwater collection information, climate change resilience, and waste reduction through composting strategies.
- A total of 39 hours of educational opportunities offered to the public
- Audience consisted of general Arboretum volunteers, American Conservation Experience AmeriCorps members, NAU Blue Key Honors Society students, CCC students, and Coconino County Master Gardener Students



ACE crew digging beds

Next Steps for the Arboretum at Flagstaff:

- Continue partnership with American Conservation Experience (ACE)



Master Gardener Students applying finished compost to increase organic matter and boost cover crop growth



NAU Students dividing seed starts

5. “Growing Indigenous Health and Resilience through Balcony Gardening” – *Darrien Benally*

Project Purpose:

- increase gardening knowledge and promote self-sustainability through gardening to 15 Native American families across the Flagstaff area and increase food access.

Award Amount:

- \$1,134.80.00

Accomplishments:

- All 15 kits were successfully distributed to different Native households across Flagstaff.
- The project reach increased as two additional workshops were added to help folks prepare their kits. This included a gardening and climate change workshop and a seed starting workshop.
- In total, around 40 different community members were reached with these workshops.

Next Steps for Darrien Benally:

- While this program with NACA will not be continuing, it can be easily replicated, and the families who received grow kits and workshops will continue to be able to use them.



Participants add soil to garden kit.



Workshop participants select seedlings.



Participant's complete garden kit with plants.

6. “The Dry Greens Project” – Superyard Farms

Project Purpose:

- To pick and grow several varieties of plants that can be eaten as greens and are very drought tolerant; select and save the seeds from the most successful varieties; create an informative coloring book with local art and information about each variety, along with packets of the seeds; and distribute them for free to people of Flagstaff, encouraging them to learn about, grow, and eat Dry Greens.

Award Amount:

- \$1,994.00

Accomplishments:

- Successfully grew drought-tolerant crops
- Selected & saved seeds from the four most successful crops
- Saved an estimated 6000+ gallons of water
- Made an original coloring book with seeds
- Distributed over 150 coloring books and 600 seed packets for free at events across Flagstaff, including an event at Bookmans Flagstaff with Jara Nez, the artist for the coloring book
-

Next Steps for Superyard Farms:

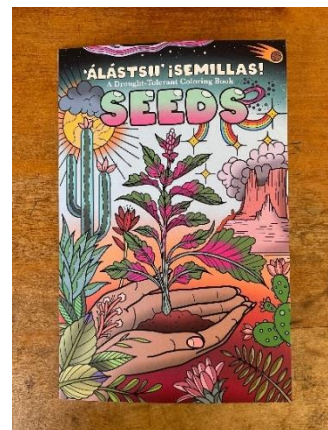
- Working with FlagLive, who is currently writing a story about the Dry Greens Project and coloring book
- Continue to post photos of the project throughout the year to social media feeds, timed with growing timelines, encouraging others to share.



Superyard Farms works on seed saving amaranth seeds with CULTIVATE students.



Meg Kabotie posing with the coloring books.



Dry Greens project coloring book cover, art by Jara Nez.

Waste Reduction

1. “Computer Restoration for Waste Mitigation and Community Resilience for the Sunnyside Neighborhood” – *Killip Elementary and Community Learning Center*

Project Purpose:

- Create a club at Killip Elementary for collecting donations, repurposing, and upcycling desktop and laptop computers for distribution to families in the Sunnyside community. Students in this club will actively participate in installing operating systems and software.

Award Amount:

- \$302.17

Accomplishments:

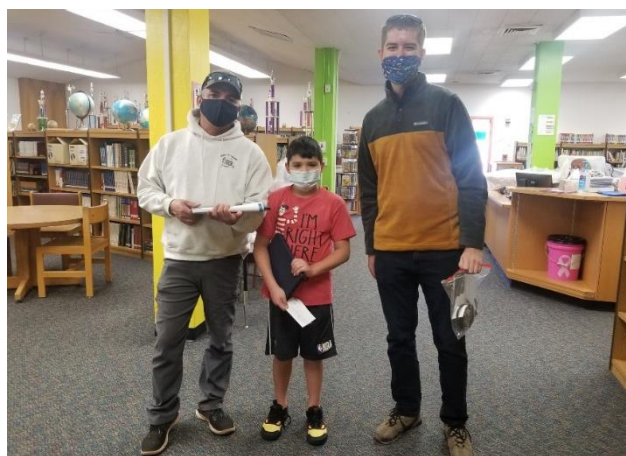
- Created infrastructure for computer/hardware donations to distribute to Killip Elementary families and other community members.
- Donated three machines, one bought with grant funds and the others donated and supplemented with grant funds.

Next Steps for Killip Elementary:

- The club and student learning portion of this project will begin implementation as Killip Elementary returns to in-person learning.
- With the infrastructure now in place, computer hardware donations can continue to be repurposed.



Acquired computer components to be repurposed.



The first computer donation picked up at Killip Elementary.

2. “From Waste to Growing Vegetables” – Congregation Lev Shalom

Project Purpose:

- Create soil from food waste that can be used at the community gardens. Organic vegetables grown in the gardens would be donated to the Flagstaff Family Food Bank.

Award Amount:

- \$500.00

Accomplishments:

- Turned food and garden waste into rich soil.
- Overcame late frost, heat, record rains, and beetle infestation.
- Community came together for the first time since COVID-19 on May 2nd to set up the garden and create a watering and care schedule.
- Small gardening team put in over 45 hours of volunteer time this growing season.
- Donated the first harvest on August 10th to the Flagstaff Family Food Bank – the first of many donations.



Children assisting with garden plot maintenance.

Next Steps for Congregation Lev Shalom:

- Already planning next year’s garden.



Donated produce to the Flagstaff Family Food Center.



Community members installing their garden.

3. “Consistent Recycling for Flagstaff Schools” – *the Azulita Project*

Project Purpose:

- To provide two schools serviced by the City of Flagstaff’s Solid Waste Division with enhanced recycling infrastructure and uniform signage.

Award Amount:

- \$1,844.50

Accomplishments:

- Specific styles of classroom (small), hallway (medium), and janitorial (large) recycling bins were chosen to create consistency throughout each school site.
- Each bin and waste station received upgraded signage.
- Bins and signage were placed in hallways, classrooms, administrative offices, gyms, and cafeterias.
- Marshall Elementary received 63 recycling bins and associated signage. The entire Marshall building now has uniform recycling stations.
- Staff and interns from the Azulita Project, Willow Bend Environmental Center, and Marshall’s STEM Coordinator managed and implemented the bin disbursement.
- Kinsey Elementary received 52 recycling bins and associated signage. Each new recycling bin was paired with a trash bin and labeled with City-approved signage explaining how to correctly identify recyclable waste.
- All newly purchased recycling bins were distributed, plus additional matching bins left over from a previous grant project.



Darren Bingham of Azulita Project and Moran Henn of Willow Bend deliver recycling bins to Marshall Elementary.

Next Steps for Azulita Project:

- Work with Willow Bend on an ongoing Strive for Five waste education and reduction program.



Marshall Elementary recycling bin distribution.

4. “Sustainable Sewing” – Threaded Together

Project Purpose:

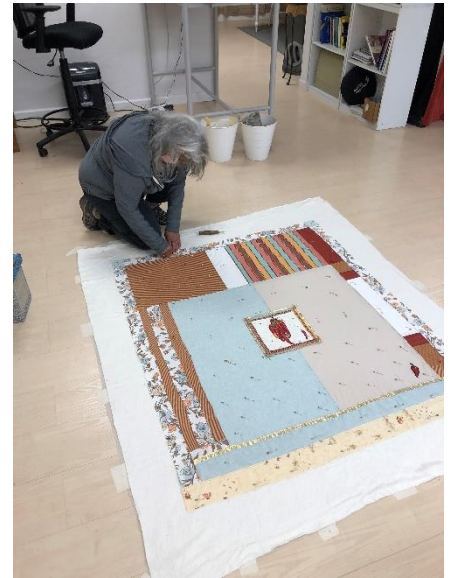
- Provide a workshop series for adults and teenagers focused on repurposing, responsibility, and resilience through hand quilting and mending.

Award Amount:

- \$2,000.00

Accomplishments:

- The Sustainable Sewing workshops included two in-person workshops, a live workshop on Zoom, and the launch of a digital tutorial.
- Participants learned about textile waste and sustainable fashion and gained empowering skills that allow them to mend their own clothes and create quilts from repurposed materials.
- Taught sustainable sewing skills to seven mending students in person, five quilting students in person, and six mending students on Zoom.
- Awarded five full and four partial scholarships for these workshops.
- Created a digital tutorial on sustainable quilting, available for download online.
- Created and shared a presentation about the impact of textile production and fast fashion on the environment and what individuals can do to make a difference.



Workshop participant lays out their quilt.

Next Steps for Threaded Together:

- Continue to offer this workshop series.
- Offer presentations on fast fashion at other venues.
- Continue to sustainably source materials for programs through Sharon’s Attic.
- Partner with Willow Bend to hold sewing workshops.



Workshop participants work on mending skills.

5. “Environmental Education Program” – *The Boys and Girls Club of Flagstaff*

Project Purpose:

- To provide an environmental education program at the Boys and Girls Club of Flagstaff to teach teens about climate change, sustainability, and food waste, and promote community involvement and improvement.

Award Amount:

- \$2,000.00

Accomplishments:

- 20 Club teens and 30 Club kids participated in programming on climate change, sustainability concepts, waste reduction, food waste, and gardening techniques.
- Implemented composting and recycling within the Club
- The Azulita Project taught Club members about climate change's current and future effects.
- Willow Bend taught Club members composting techniques and the benefits of composting.
- Expanded the garden area in the Brannen Homes housing complex, adding four garden beds and a stand for herbs, totaling 12 garden beds since the beginning of the grant period.
- Five Club teens participated in a river trip with Grand Canyon Youth learning about water conservation efforts in the Grand Canyon and sustainability practices in an outdoor setting.



Willow Bend staff teaching Club members about composting.

Next Steps for the Boys and Girls Club of Flagstaff:

- Continue to compost uneaten food and recycle paper, plastics, glass, and aluminum daily.
- Continue to maintain and utilize the community garden area.



New garden beds and herb stand.



Teens participating in volunteering and community

Climate Action

1. “Climate Awareness Campaign” – Northern Arizona Climate Change Alliance (NAZCCA)

Project Purpose:

- Improve education, raise awareness, encourage behavior change, and empower Flagstaff community members to engage in issues and solutions around climate change, particularly around resilience topics such as sustainable consumption and the negative impacts of climate change on public health.

Award Amount:

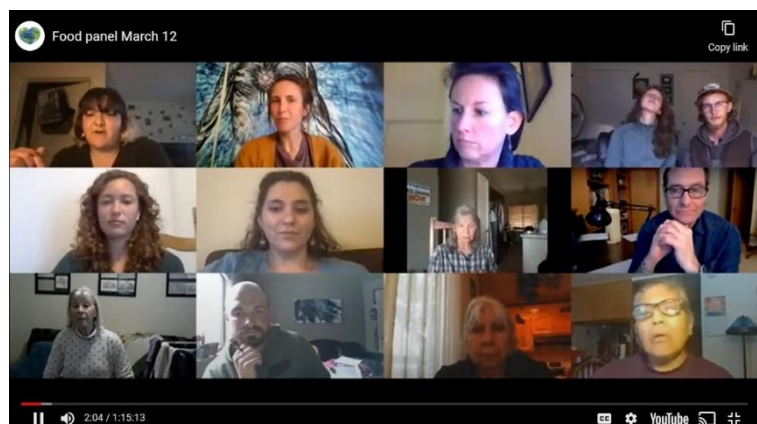
- \$2,000.00

Accomplishments:

- Provided seven educational events/workshops to nearly 350 participants covering a broad spectrum of topics focused on the food and public health connections to climate change and local climate impacts.
- Hired an NAU student to plan and promote events, develop a team of community members, and build relationships. This student spent 90 hours meeting with organizations and community members, hosting events, leading team meetings, developing promotional materials, and conducting community outreach.
- Developed a climate action team of community members that want to engage further in these issues.
- Conducted broad outreach efforts to reach beyond their organizational membership, including social media promotions, handing out flyers at Bookmans and NAU, and working with partners to promote events.
- Developed a webpage dedicated to food, land use, and health that acts as an archive of all event recordings, partners, resources, and ways to get involved.

Next Steps for NAZCCA:

- Through this project, a Food, Land Use, & Health Climate Action Team has been formed to continue working together to support or facilitate potential solutions.



A virtual event on food and sustainable consumption hosted by NAZCCA.

2. “Climate Action at FJA” – Flagstaff Junior Academy (FJA)

Project Purpose:

- Create a Climate Action Plan to help guide the FJA school community into the future and further climate education goals in the plan by purchasing science kits.

Award Amount:

- \$1,656.75

Accomplishments:

- Created the Climate Action Plan and received approval from the governing board of FJA.
 - The Climate Action Plan is a framework that can guide staff, students, and the FJA community into the future with goals, objectives, and actions to be taken in the areas of Education, Energy, Water, Waste Management, and Transportation.
- Purchased science kits and supplies for climate change projects in the classroom.

Next Steps for FJA:

- Inspire other school communities to create their own climate action plans.
- The document provides a blueprint FJA can follow into the future with goals to work towards.
- The plan is aligned with the City of Flagstaff's Climate Action and Adaptation Plan, and FJA hopes to positively impact their school community as well as the larger Flagstaff community.



Students experiment with climate-focused science kits.



Students distributed recycling bins throughout the school as part of FJA's Climate Action Plan.

Resilience

1. “Community Collaboration to Build Resilience and Educate on Historic Urban Property” – *Townsite Urban Farm*

Project Purpose:

- Improve their hoop house to extend the growing season and optimize land use for growing produce in an urban setting, provide organically grown produce to the Flagstaff community, and provide community education on sustainability practices, including urban farming at high altitude, composting, raising backyard chickens, and waste reduction.

Award Amount:

- \$2,000.00

Accomplishments:

- Installed a solar system that powers fans in the hoop house.
- Created a compost bin system.
- Added numerous truck bed loads of compost for soil improvement.
- Added a gravel path to improve accessibility to the farm.
- Gave urban farm tours to over 40 community members.
- Donated over 25 pounds of produce to community members and a local nonprofit organization.
- Used social media for supplemental outreach, education, and connection during COVID-19.



Tours and food sharing at the Townsite Urban Farm.

Next Steps for Townsite Urban Farm:

- Continue donating food through local outreach at the individual and organizational level.
- Continue using social media to create awareness around sustainable urban agriculture and Townsite Urban Farm.
- Continue outreach to K–12 schools in the upcoming months for in-person farm tours.
- Continue hosting community members at the farm to share produce and provide education around sustainability practices.
- Host other local urban farmers for collaborative meetings to support each other’s endeavors.
- Engage with NAU students through compost and urban agriculture projects.

2. “Crater Community Radio Studio” – *The Meteor*

Project Purpose:

- Improve the Crater Community Radio’s studio and provide a field bag of equipment to loan reporters on assignment, allowing them to expand reporting and provide more diverse and relevant programming to Flagstaff.

Award Amount:

- \$1631.00

Accomplishments:

- Set up a broadcast radio studio available to the Flagstaff public.
- Trained 27 radio hosts on broadcast equipment operation, audio editing techniques, and interview skills.
- Trained four volunteers on web design, social media, marketing, and fundraising skills.
- Developed two highly edited and produced podcast series with local creators.
- Assisted two aspiring voice actors in developing their portfolios and entering a new career field.
- Published Flagstaff-based children’s audio drama, Mary Farfisa’s Outer Space Radio Theater, on podcasting networks, which received international acclaim.
- Prepared regional children’s early literacy podcast, Buttons & Figs, for national radio syndication.
- Facilitated a fall workshop series on synthetic music and beat making.
- Created the Crater Community Radio mobile phone app to increase listenership accessibility.
- Created a new website, craterradio.com, increasing connection speed and listenership.
- Currently averaging 628 live radio listeners a month.
- Radio archive has received 1,573 total plays and 41,734 total minutes listened.



A Crater Community Radio DJ working on programming.

Next Steps for The Meteor:

- Crater Community Radio will continue to introduce locally produced and reported news and public affairs news stories, radio shows, and diverse music programming created by people in our community.

Water Conservation

1. “Greenlaw Garden Hub” – *Silas Aiken*

Project Purpose:

- Grow all garden vegetables almost exclusively with rainwater and launch an urban farm business and garden hub for the community.

Award Amount:

- \$2,000.00

Accomplishments:

- Saved an estimated 4,000-8,000 gallons of water.
- Sold over 30 bags of garden greens.
- Traded approximately 20 bags of garden greens for other goods.
- Gave away over 40 bags of garden greens to neighbors.
- Sold over 40 veggie starts.
- Gave away over 30 garden starts.
- Volunteered over 10 hours at the Knoles School Garden.

Next Steps for Silas Aiken:

- Partner with local schools to host field trips to the garden hub and demonstrate how to grow gardens using minimal city water.



Rain catchment barrel installed at the Greenlaw Garden Hub to reduce water use by supplementing irrigation with rain water.



Various vegetables and plants grown at the Greenlaw Garden Hub, spearheaded by Silas Aiken, available for community members.